

**TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT****1. General:**

The terms and conditions set out below shall be the basis of all Contracts of Hire with Visual Impact which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by Visual Impact on the basis of such Rental Agreement.

**2. Definition:**

In these terms and conditions Visual Impact means Visual Impact UK limited whose principal place of business is Unit 3 & 4, Teddington Business Park, Teddington, Middlesex The hirer shall mean any person, persons or body corporate entering into a rental agreement with Visual Impact for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with Visual Impact subject to any addition or amendment which shall be in writing and ratified by a Director of Visual Impact.

**3. The Period of Hire:**

- (a) The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Visual Impact) and shall terminate when equipment is returned. It is the responsibility of the hirer to obtain such receipt for the return of equipment which will represent sole evidence of the return of equipment to Visual Impact.
- (ii) Where equipment is delivered or collected by hirer, hirer's servant or agents such delivery or collection is at the hirer's risk and expense and the hirer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves Visual Impact's premises until it is returned to Visual Impact's premises whether or not the equipment is being delivered or collected by Visual Impact or is in the custody of Visual Impact, it's directors, servants or agents.

**4. Equipment:**

- (b) The hirer will satisfy himself on taking possession of all equipment that it is in good working order and in undamaged condition. The hirer's signature on the rental agreement will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the sub standard condition or working of the equipment must be referred to Visual Impact and (if the rental is to proceed) a note endorsed on the Rental Agreement to be countersigned by Visual Impact
- (c) All equipment on hire remains the absolute property of Visual Impact
- (c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of Visual Impact is first obtained
- (d) In the event that the hirer intends to take equipment out of the main land of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from Visual Impact who may at their sole discretion vary the terms of the rental

**5. Damage or Loss to Equipment Hired:**

- (a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify Visual Impact in respect of any loss or damage howsoever caused whilst in the hirer's possession
- (b) All damage or loss will be notified to Visual Impact immediately (or as soon as practicable) following which the goods must be returned to Visual Impact for repair or replacement should repair be uneconomic. The hirer may carry out repairs to the damaged equipment with the express consent of Visual Impact and shall otherwise make no attempt to examine diagnose repair or remove the out casing of the equipment hired
- (c) The hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification
- (d) In the event of loss or damage to equipment the period of hire will without further reference to the hirer extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made whether or not such period extends beyond that of the original rental agreement

**6. Liability:**

- (a) Visual Impact shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non functioning equipment during the period of hire. Visual Impact will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment
- (b) The hirer will indemnify Visual Impact at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired
- (d) In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter Visual Impact shall have no liability whatsoever in respect of the loss, damage or imperfection of any such material and the hirer will be fully indemnify Visual Impact in respect of any such claims by a third party.

**7. Rental Fees:**

- (a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned
- (b) Visual Impact reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement
- (c) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of Visual Impact up to thirty days after the date of any invoice subsequently issued
- (d) Visual Impact reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer
- (e) Where the hirer is a body of corporate registered in the United Kingdom Visual Impact may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify Visual Impact in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company

**8. Payment:**

- (a) Payment for hire goods ordered shall be made at the time of delivery unless the customer shall have been granted a credit account. Such facility shall have been agreed by Visual Impact in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period. In the absence of any specific credit period the invoice shall be construed to express a maximum period of thirty days.
- (b) Visual Impact reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 4% per annum above clearing bank base rate for the time being on any outstanding balance accruing on a daily basis.
- (c) Where an order made by customers is accepted by Visual Impact and a deposit is paid over by the customer and such sum is agreed between the parties, Visual Impact reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.