



VI RENTAL

CAMERAS | LIGHTING | GRIP

Workshops 3&4 • The Bottle Yard Studios • Whitchurch Lane • Bristol • BS14 0BH
tel: +44 (0)117 939 3333 • email: bristol@virental.co.uk • web: www.virental.co.uk

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 VI Rental, a trading name of Visual Impact (Bristol) Limited which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by VI Rental on the basis of such Rental Agreement.

2. Definition:

In these terms and conditions VI Rental means Visual Impact (Bristol) limited whose principal place of business is Workshops 3&4, The Bottle Yard Studios, Whitchurch Lane, Bristol BS14 0BH. The hirer shall mean any person, persons or body corporate entering into a rental agreement with VI Rental 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 VI Rental subject to any addition or amendment which shall be in writing and ratified by a Director of Visual Impact (Bristol) Limited.

3. The period of hire:

- (i) The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from VI Rental) and shall terminate when equipment is returned to VI Rental and receipt given. 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 VI Rental.
- (ii) Where equipment is delivered or collected by VI Rental 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 VI Rental's premises until it is returned to VI Rental's premises whether or not the equipment is being delivered or collected by VI Rental or is in the custody of VI Rental, its directors, servants or agents.

4. Equipment:

- (a) 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 substandard condition or working of the equipment must be referred to VI Rental and (if the rental is to proceed) a note endorsed on the Rental Agreement to be countersigned by VI Rental.
- (b) All equipment on hire remains the absolute property of VI Rental.
- (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 VI Rental is first obtained.



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- (d) In the event that the hirer intends to take equipment out of the mainland of England, Northern Ireland, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from VI Rental 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 VI Rental in respect of any loss or damage howsoever caused whilst in the hirer's possession.
- (b) All damage or loss will be notified to VI Rental immediately (or as soon as practicable) Following which the goods must be returned to VI Rental for repair or replacement should repair be uneconomic. The hirer may carry out repairs to the damaged equipment with the express consent of VI Rental 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) VI Rental 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. VI Rental 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 VI Rental 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 VI Rental shall have no liability whatsoever in respect of the loss damage or imperfection of any such material and the hirer will be fully indemnify VI Rental 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.



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- (b) VI Rental reserves 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 VI Rental up to thirty days after the date of any invoice subsequently issued.
- (d) VI Rental 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 VI Rental may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify VI Rental 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 VI Rental 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) VI Rental reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 8% 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 VI Rental and a deposit is paid over by the customer and such sum is agreed between the parties, VI Rental reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.