

# Photographic Hire (David French) Ltd

Unit 38 Acorn Industrial Park, Crayford, Kent, DA1 4AL

## Terms and Conditions of Equipment Hire

### Contract of Hire

These Terms and Conditions (“**Terms**”) shall apply and form the basis of contract to all orders for hire of goods and accessories (“**Equipment**”) made by a customer (“**the Hirer**”) which are accepted by Photographic Hire (David French) Ltd. (“**the Company**”). No variation or addition to these Terms (including terms sought by the Hirer) shall be valid unless specified and agreed in writing by the Company.

### Orders, delivery and returns

1. Orders for Equipment by the Hirer must be made on an official Company purchase order form and will become effective upon the Company’s acceptance by its written order confirmation. No Equipment will be released by the Company without receipt of an official purchase order form.
2. The period of hire will commence at the time of collection or dispatch from the Company’s premises.
3. If the Hirer requires delivery of the Equipment to its nominated premises (a delivery charge applies), it must supply the Company with full details of address, postcode, parking restrictions and/or charges and any other details affecting loading, unloading, delivery and collection procedures. The Hirer must ensure that an authorised representative is available to accept the Equipment and give a signed receipt.
4. The Hirer is solely responsible for arranging the safe return of all Equipment to the Company’s premises at the end of the hire period, in original protective bags and packaging. A signature must be obtained on return of the Equipment.
5. The Hirer will be responsible to pay the Company any additional costs incurred by it or its agents on deliveries to or collections from the Hirer, including parking charges and fines where free access is not provided, or where deliveries to or collections from the Hirer’s nominated premises cannot be performed.

### Risk and Hirer’s obligations and liabilities for Equipment

6. Risk for the Equipment passes to the Hirer either upon collection from the Company’s premises by the Hirer or its agents, or on delivery by the Company to the Hirer’s nominated premises. The Hirer is solely responsible for fully insuring the Equipment against all risks during the period of hire.
7. The Hirer shall keep the Equipment in safe custody, maintain it in good condition and shall not make any alterations to any items. In the event of any loss or damage to Equipment, the Company must be notified immediately. The cost of repair or full replacement cost of any items lost or damaged beyond repair will be invoiced to the Hirer. This includes bacterial/fogging/misting of any equipment and will be deemed as a total loss. The Hirer will be charged at full retail price.
8. The Equipment must only be used in accordance with the purposes for which each item is designed to be used. The Hirer must ensure that any person handling, using or operating any Equipment is suitably trained and qualified to do so. The Company accepts no liability for injury caused by any failure to comply with these obligations.
9. Responsibility for the safe use of Equipment lies with the Hirer who should recheck all items prior to each use. Manufacturer’s recommendations and warnings must be followed on the use of flashbulbs. Equipment must not be altered in any way and if altered will be treated as damaged and charged for repair.

10. Unused flashbulbs supplied on a sale or return basis must be returned with the hired Equipment at the end of the period of hire. They will not be accepted back at a later date for credit. Flashbulbs supplied as a purchase cannot be returned for credit.

### **Recorded images and intellectual property rights**

11. Where the Hirer uses Equipment for recording of images it is solely responsible for ensuring that any and all recorded material contained in any item of Equipment is removed, erased and/or deleted from such items (including memory cards, discs, video, software and hard-drives) prior to return. The Hirer indemnifies the Company from and against all liabilities, costs, claims, proceedings and expenses in the event of its failure to comply with these obligations.

12. Images of the Company's Equipment stock either supplied by it by email or from its website or taken on behalf of a proposed Hirer may not be used prior to any period of hire except with written permission of the Company at an agreed fee.

13. All intellectual property rights in Equipment (save where owned by third parties) belong to the Company, including (but not limited to) design rights, copyright, trade marks, patents and goodwill.

14. Where the Hirer intends to use and/or distribute images of Equipment for publication including in pictures, photographs or films through any medium it is solely responsible for investigating, identifying and not infringing any third party's intellectual property rights and where appropriate to obtain written permission from such third party for such use and/or distribution. The Hirer indemnifies the Company from and against all liabilities, costs, claims, proceedings and expenses in the event of its failure to comply with these obligations.

### **Limitation of liability**

15. No warranties (expressed or implied) are given by the Company regarding the supply and use of any Equipment and responsibility and liability regarding its use lies solely with the Hirer. The Hirer is solely responsible for satisfying itself that Equipment ordered for hire is fit for the purpose intended by it and that it has complied with its obligations contained in these Terms. The Company will not be liable for any loss of profit, damage, injury or consequential loss due to default by the Hirer.

16. The Company shall not be liable to the Hirer in the event of any delay or failure to perform its obligations resulting from an event beyond its reasonable control.

### **Invoicing and payment**

17. The Company may require a deposit prior to releasing any Equipment and will do so where it is to be taken abroad.

18. On collection or dispatch of each order to the Hirer the Company will invoice the Hirer for all Equipment supplied, including where appropriate VAT and delivery costs. For invoicing purposes the minimum period of hire is 1 week and thereafter calculated on a weekly basis. Invoices must be paid within **30 days of invoice date**.

19. A minimum charge of £30 + VAT will apply for all hire contracts.

20. Invoices for loss or damage of Equipment, cancellation, over-run of the period of hire and other costs not agreed in the order confirmation must be paid within 48 hours of invoice date.

21. An administration cost will be levied for time incurred to locate replacement for loss and damage.

22. Returned cheques or payments not cleared will incur an administration fee of £20 + VAT plus any bank charges and may result in refusal to supply further orders.

23. All payments must be made in Pounds Sterling.

24. Where any invoice (or part thereof) remains unpaid by the due date of payment, the Company shall have the right to charge interest at the rate of 5% per annum accruing on a daily basis on the outstanding balance until payment is received.

**Cancellation or non-collection of orders**

25. A cancellation fee of 10% of the total hire charge + VAT for Equipment will be made if cancellation is more than 24 hours before commencement of the period of hire. Cancellation less than 24 hours before commencement of the period of hire will be charged a cancellation fee of 50% of the total hire charge + VAT.

26. Equipment ordered and not collected when a purchase order has been made will be charged in full.

**Non-assignment and law**

27. The Hirer is not permitted to assign the contract to hire Equipment to any third party.

28. The contract of hire and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the Company and Hirer irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**Acceptance of these Terms**

29. By placing an order by official order form the Hirer agrees that it accepts and is bound by these Terms.

**Signature:**

**Name:**

**Position held:**

**Company/ Business Name: Account No:**

**Date:**

# Photographic Hire (David French) Ltd

Unit 38 Acorn Industrial Park, Crayford, Kent, DA1 4AL

Telephone 01322 556883

E-mail: [info@photohire.co.uk](mailto:info@photohire.co.uk) [www.photohire.co.uk](http://www.photohire.co.uk)

[info@photo-hire.co.uk](mailto:info@photo-hire.co.uk) [www.photo-hire.co.uk](http://www.photo-hire.co.uk)

## Accounts Form please complete in full.

Name of Company:

Company registered address:

Registration No:

VAT registration no:

Invoice address:

Accountant's name:

Telephone no:

E-mail address for invoicing:

Buyers name:

Telephone no:

Prop Master:

Telephone no:

## Bank Details

Bank name:

Account name:

Sort code:

Account no:

Trade reference 1:

Trade reference 2:

Credit limit required £

Terms 30 Days payment in pounds sterling only.

Signed .....Print Name .....Date .....