

Conditions of Hire



1. All Equipment remains at all times the property of Bendon Media North Ltd, trading as "Picture Canning North". Registered office Finsgate 5-7 Cranwood Street, London, EC1 9EE. Registered in England No. 5267739. ("the Owner"). The Hirer shall without prejudice to conditions 4 and 8 at all times use his best endeavours to assist the owner to resume possession thereof whether during the hiring if the Hirer has lost or relinquished possession of the equipment or at the end of the hiring if it is not then returned to the Owner, and hereby authorises the Owner to enter upon the Hirer's premises during normal working hours for those purposes.
2. No variation of these Conditions of Hire and the terms overleaf and no conditions in any order, acceptance or other document issued by the Hirer shall form part of this contract unless specifically agreed to in writing by the Owner. No conditions or warranties other than those herein specifically set out shall be implied or deemed to be incorporated in or to form part of the contract.
3. If the person signing the contract is not the hirer he warrants that he has the authority of the Hirer to enter into this contract on the Hirer's behalf and shall indemnify the Owner against all losses, damages, actions, proceedings, costs, claims or demands whatsoever suffered or incurred by the Owner as a result of any breach of such warranty.
4. The Hirer shall not assign this contract or rehire or part with possession of any of the equipment without the Owner's written consent.
5. The Hiring will commence on delivery of the equipment to the Hirer and will end on re-delivery thereof to the Owner or upon the expiry of any notice given under Condition 6 or upon the payment of any charge made under Condition 11.
6. The Hiring may be ended at any time by either party by not less than 48 hours notice in writing or without prejudice to any other right or remedy of the Owner be ended forthwith by the Owner by notice in writing at any time to the Hirer upon any breach of the terms of the contract by the Hirer.
7. In addition to the charges referred to herein the Company at its sole discretion may require that the Hirer shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of liability contained in the insurance policy for the time being in force which the Company has negotiated for such purposes. A copy of such policy shall be made available to the Hirer upon request PROVIDED THAT where the Hirer has confirmed that it has arranged insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company then the Company may waive this requirement.
8. Without the previous consent of the Company Equipment must not be used on any abnormal or hazardous assignment taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by IATA unless otherwise agreed by the Company prior to the commencement of the hire. The Hirer shall be solely responsible for obtaining all customs Clearances Licenses and permits as shall be necessary to take the equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom.
9. Notwithstanding any other provision of this contract, if the Hirer is not a body corporate then the hiring will end not later than the expiration of three months from the date of the contract.
10. Unless otherwise agreed in writing by the Owner, the Hirer at his own expense shall be responsible for the collection from and the return to the Owner of the equipment. The equipment shall be at the risk of the Hirer as to all loss and damage whatsoever during the period of the hiring. The Hirer is responsible for loss of hire charges by the owner following loss or damage to hired equipment for the period until such a time as the equipment is repaired or replaced. If the Owner agreed under Condition 17 that the Hirer need not contribute to the cost of insurance, the Hirer shall be responsible for insuring the equipment to its full replacement 'new for old' value against all loss and damage whatsoever. Any return note for the equipment issued by the Owner at or after the end of the hiring shall not be evidence of the condition of the equipment described in it. Delivery and collection charges at the Owner's standard transport rates from time to time shall be paid by the Hirer to the Owner on demand as an extra.
11. If the Owner when required to do so attempts to but is unable to deliver or collect the equipment due to the fault of Hirer, the Hirer shall pay delivery or collection charges at the Owner's standard transport rates applicable at the date of such attempted delivery or collection.
12. The equipment shall be deemed to be in good repair and condition and in accordance with the terms of the contract and to the Hirer's satisfaction upon delivery to the Hirer unless the Hirer gives notice in writing to the Owner

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within 40 hours of delivery. No warranty is given that the equipment is suitable for the purpose for which the Hirer requires it.

13. The Hirer shall at all times keep and, at the end of hiring, return all the equipment in good working order and repair and clean condition and will not in any way alter or repair any part of the equipment. The Hirer will pay to the Owner all losses, costs and expenses whatsoever paid on demand by the Hirer to the Owner for replacing any equipment not returned at the end of the hiring or damaged beyond economic repair shall be the Owner's Replacement List price of the equipment current at the end of the hiring.
14. The Hirer undertakes to use and maintain the equipment at all times strictly in accordance with the manufacturer's instructions and to comply with all safety instructions and regulations relating thereto.
15. The Hirer is advised not to use any original materials on or in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.
16. The Company cannot accept any liability for any manufacturing defect and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.
17. The contract is subject to the availability of the equipment when it is required by the Hirer. The Owner shall not be liable for any loss or damage whatsoever suffered by the Hirer or any other person whether direct or indirect caused by or arising from late delivery, no-delivery, breakdown, failure, stoppage or unsuitability of or defect in the equipment during the hiring and the Hirer shall indemnify the Owner against any such loss or damage.
18. The Owner shall not be liable to the hirer for and the Hirer shall at all times and in all respects indemnify the Owner in respect of all actions, proceedings, costs, claims and demands whatsoever brought by any person for the death of or injury to any person (other than death or injury due to the negligence of the Owner) or damage to property caused by or arising out of the use of the equipment in any manner whatsoever whether such liability arises under statute or common law or howsoever.
19. The Hirer shall on demand pay the Owner such sum or sums as the Owner may from time to time in its absolute discretion require as security for hire charges for any period of the hiring and the return of the equipment not covered by sums previously paid as security. The balance of any sums so paid by the Hirer shall be refunded without interest after all liabilities of the Hirer to the Owner have been satisfied in full.
20. If the Hirer purports to cancel this contract or refuses or fails to accept delivery of the equipment, the Hirer shall pay to the Owner by way of liquidated damages 20% of the hire charges payable for the minimum period of the hiring but without prejudice to any other right or remedy of the Owner.
21. Unless otherwise agreed by the Owner, the Hirer shall contribute at the rate of 12.5% of the total hire value to the cost to the Owner of Insurance indemnifying the Owner and the Hirer against physical loss or damage of the equipment during the hiring on terms which are available from the Owner on request. The hirer will be responsible for the first £5000 of any loss or damage to the equipment and be wholly responsible for any loss of equipment from an unattended vehicle. Such indemnifying of the Hirer is subject to the Hirer, as though the Hirer were the Insured, observing, fulfilling and being subject to the terms, exclusions and conditions of this contract. The Hirer shall not during the Hiring effect any other insurance of the equipment against physical loss or damage. In the event of any occurrence giving rise to a claim under such insurance, the Hirer shall notify the Owner immediately and comply with the Insurer's requirements in respect thereof.
22. Whilst equipment is on hire with a Company operator or technician, unless such equipment is in the direct control of the owner's personnel, then the equipment is the sole responsibility of the hirer and they will be liable for any loss or damage to that equipment however caused.
23. Unless otherwise stated, any price or rate quoted or published by the Owner is exclusive of Value Added Tax which shall be payable to the Owner in addition to the price or rate.
24. The Company reserves the right to subcontract all or any part of the Hirer's order and to assign or otherwise deal in anyway whatsoever with the Company's interests in the Equipment and in the Agreement.
25. The Agreement and these conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.

** Excess £5000 worldwide cover.*