



Terms and Conditions of Hire

Applicable within the European Union (EU)
Only

These standard terms and conditions of hire ("Conditions") shall apply to all Contracts (as defined below) for the hire of Equipment (as defined below) by Blinding Light Limited whose registered office is at Unit 11 Bilton Road, Kingsland Business Park, Basingstoke, Hampshire RG24 8LJ. ("Blinding Light") and the Customer (as defined below).

1 Definitions

"Contract" is the contract for hire of Equipment by the Customer from Blinding Light incorporating these Conditions and the Quote.

"Customer" is the company, organisation or individual hiring Equipment from Blinding Light.

"Equipment" is the equipment covered under the Contract or any portion thereof.

"Hire Charge" is a 5 day charge (unless otherwise agreed in writing) payable by the Customer to Blinding Light based on the unit rates as advised to the Customer.

"Hire Location" is the location (or locations in case of a touring production), wholly within the European Union at which the Customer shall use the Equipment.

"Hire Period" is the period of hire set out in the Quote.

"Quote" is the quotation from Blinding Light listing the Equipment, Hire Charge, Hire Period and responsibility for delivery or collection of the Equipment.

"Services" has the meaning set out in clause 4.3.

"in writing" includes fax and email (provided it is supported by a valid transmission or server delivery receipt).

2 Contract

2.1 Any request for hire of Equipment shall be made in writing by a Customer but no contract shall be entered into between the parties until Blinding Light has acknowledged in writing the Customer's request for hire by issuing a Quote and these Conditions.

2.2 These Conditions shall prevail over all other terms and conditions.

3 Hire Term

3.1 The Customer shall hire the Equipment for use in the Hire Location for the Hire Period. The Customer may not extend the Hire Period without Blinding Light's prior written agreement.

3.2 Specifications, particulars, descriptions and drawings issued by Blinding Light should be considered as approximations to present a general impression and shall not form a part of the Contract.

4 Hire Charge

- 4.1 The Hire Charge shall be set out in the Quote. For Hire Periods of up to a fortnight, the Customer shall (unless otherwise agreed in writing) pay to Blinding Light the full Hire Charge before the start of the Hire Period.
- 4.2 For longer Hire Periods, payment of the Hire Charge shall be made at fortnightly intervals and shall be payable within 14 days of the date of invoice by the Customer.
- 4.3 Installation, production, packing, operation, delivery and collection services ("Services") shall be charged in addition to the Hire Charge and shall be invoiced and payable by the Customer on the basis as set out above. All additional charges shall be agreed with the Customer in writing in advance.
- 4.4 VAT shall be charged in addition to the Hire Charge at the prevailing rate from time to time.
- 4.5 The Customer shall pay all amounts due in full without any deduction and shall not be entitled to use any counterclaim against the Company in order to justify withholding payment.
- 4.6 If the Customer fails to make payment when due Blinding Light may:
 - (a) cancel the Contract or suspend any further deliveries of Equipment or suspend the Services, whether or not under the same Contract; and/or
 - (b) appropriate any payment made by the Customer to such of the Equipment as Blinding Light may think fit and the Customer shall pay interest charges to Blinding Light for the delay period of non-payment, calculated on a daily basis at the prevailing base rate of Lloyds TSB Bank Plc plus 4%.
- 4.7 If the Hire Period is extended for any reason, Blinding Light reserves the right to increase the Hire Charge for the extended period and such increase shall be notified to the Customer in writing.

5 Cancellation

If the Customer cancels the Contract for any reason, it shall be liable to pay the following cancellation charges: Up to a week before – 25% of the Hire Charge; up to three (3) days before – 50% of the Hire Charge, less than 24 hours before – 100% of the Hire Charge.

6 Delivery and Collection

- 6.1 The address and means for delivery and collection of the Equipment shall be set out in the Quote.
- 6.2 In case of delivery of Equipment by Blinding Light or by a carrier, the dates and times agreed are approximate only and Blinding Light shall not be liable for any loss or expense incurred by the Customer as a result of any delay in delivery for whatsoever reason. Time for delivery shall not be the essence of the Contract.
- 6.3 The Customer is wholly responsible for checking the Equipment on receipt.

- 6.4 Within one (1) working day of delivery the Customer shall notify Blinding Light in writing of any damage or defect to the Equipment and any shortages or incorrect type of Equipment delivered. The Customer shall return damaged or defective Equipment to Blinding Light or retain it for inspection by Blinding Light or the carrier, as required by Blinding Light. If there are shortages or incorrect type, Blinding Light shall use reasonable endeavours to rectify the shortages or incorrect type as soon as practicable.

7 Risk and Insurance

- 7.1 The Equipment shall at all times remain the property of Blinding Light, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to these Conditions).
- 7.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery or collection from Blinding Light's premises. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer ("Risk Period") until such time as the Equipment is redelivered to or collected by Blinding Light.
- 7.3 During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
- (a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Blinding Light may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Blinding Light may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
 - (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Blinding Light may from time to time consider reasonably necessary and advise to the Customer.
- 7.4 If the Customer fails to effect or maintain any of the insurances required under these Conditions, Blinding Light shall be entitled to effect and maintain the same, and pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 7.5 The Customer shall give immediate written notice to Blinding Light in the event of any injury, loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession, operation or use of the Equipment. Subject to clause 9.1, Blinding Light accepts no responsibility for injury, loss, accident or damage caused to any person by the Equipment during the Hire Period and Risk Period and until it is returned to Blinding Light, subject to clause 9.4.
- 7.6 If the Equipment is damaged while in the possession, custody or control of the Customer, then the Customer shall pay to Blinding Light the full cost of repair or

replacement of the Equipment in addition to the full Hire Charge for the period that the Equipment is absent from Blinding Light's premises.

- 7.7 If the Equipment is not returned to Blinding Light within seven (7) working days of the completion of the Hire Period, Blinding Light may treat the Equipment as lost and purchase replacement equipment, the full cost of which shall be charged to the Customer.
- 7.8 Costs of loss, damage or non-returned Equipment shall be reimbursed by the Customer to Blinding Light within fourteen (14) days of the receipt of invoice.

8 Usage of Equipment

The Customer shall:

- 8.1 ensure that the Equipment is installed and operated by competent persons in accordance with any operating instructions and applicable regulations, especially those in respect of health and safety (including under the Construction (Design and Management) Regulations 2015), electrical safety and lifting operations;
- 8.2 take such steps (including compliance with all safety and usage instructions provided by Blinding Light) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk of loss, damage or injury when it is being set up, used, cleaned, maintained or de-rigged by a person at the Hire Location;
- 8.3 make no alteration to the Equipment and not remove any existing component(s) from the Equipment (without the prior written consent of Blinding Light unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Title in all substitutions, replacements, renewals made in or to the Equipment shall vest in Blinding Light immediately upon installation;
- 8.4 keep Blinding Light fully informed of all material matters relating to the Equipment;
- 8.5 keep the Equipment at all times at the Hire Location and not move or attempt to move any part of the Equipment to any other location without Blinding Light's prior written consent;
- 8.6 permit Blinding Light to inspect the Equipment at all reasonable times and for such purpose to enter the Hire Location at which the Equipment may be located, and grant reasonable access and facilities for such inspection;
- 8.7 not part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 8.8 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Blinding Light in the Equipment;
- 8.9 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process;

- 8.10 not use the Equipment for any unlawful purpose;
- 8.11 ensure that at all times the Equipment remains identifiable as being Blinding Light's property and wherever possible ensure that a visible sign to that effect is attached to the Equipment;
- 8.12 not do or permit to be done anything which could invalidate the insurances referred to in these Conditions;
- 8.13 install and use the Equipment in a weatherproofed, indoor environment, except where the Contract specifically provides for outdoor usage and if the circumstances at the Hire Premises are or become unusual or abnormal, the Customer shall be responsible for adequately protecting the Equipment in such circumstances.

9 Liability

- 9.1 Nothing in the Contract shall limit or exclude Blinding Light's liability for death or personal injury caused by the negligence of Blinding Light or its officers, employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 9.2 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, the fullest extent permitted by law, excluded.
- 9.3 Subject to clause 9.1, the Customer acknowledges that Blinding Light shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and subcontractors and the Customer undertakes to indemnify Blinding Light on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with these Conditions.
- 9.4 Blinding Light acknowledges that the Customer shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by Blinding Light or its officers, employees, agents and subcontractors where Blinding Light installs, operates or is otherwise responsible for the Equipment whilst on the Hire Premises. Blinding Light undertakes to indemnify the Customer on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by Blinding Light or its officers, employees, agents or subcontractors under this clause 9.4.
- 9.5 Without prejudice to clauses 9.1 and 9.2, Blinding Light's maximum aggregate liability for breach of this Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed whichever is the higher of:
 - (a) the manufacturer's warranty for Equipment under warranty, or
 - (b) the costs of replacement or repairs of defective Equipment, or

- (c) a refund of the Hire Charge for the period that the faulty Equipment remains unusable.

9.6 Without prejudice to clauses 9.3 or 9.4, neither party shall be liable under this Contract whether in contract, tort (including negligence) or otherwise for any loss of profit, goodwill, business, business opportunity or anticipated saving or for any special, indirect or consequential loss or damage, in each case, however caused, even if foreseeable, nor shall Blinding Light be responsible for the cost of ticket refunds and the like in relation to events for which the Equipment is hired.

10 Termination of Hire

10.1 Blinding Light may terminate the Contract with immediate effect by written notice to the Customer if:

- (a) the Customer is in default in payment of the Hire Charge or any amount due to Blinding Light on the due date for payment;
- (b) the Customer commits a material breach of its obligations under the Contract and fails to remedy it within seven (7) days after being notified in writing; or
- (c) the Customer has a receiver or administrator appointed, makes any voluntary arrangement with its creditors, is subject to insolvency proceedings in any jurisdiction, goes into liquidation or ceases (or threatens to cease) to carry on business.

11 Consequences of Termination or Expiry

11.1 Termination of the Contract shall not affect the accrued rights, remedies, obligations or liabilities of either party, and clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

11.2 Upon termination or expiry of this Contract, however caused:

- (a) Blinding Light's consent to the Customer's possession of the Equipment shall terminate and the Customer shall immediately return all Equipment to Blinding Light. If the Customer fails to or refuses to do so, Blinding Light may enter any vehicle or premises where the Equipment is stored and remove the Equipment;
- (b) the Customer shall pay all of Blinding Light's outstanding unpaid invoices and if no invoice has been submitted, then Blinding Light shall submit and invoice and this shall be payable by the Customer immediately on receipt; and
- (c) any costs and expenses incurred by Blinding Light in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs) shall be recoverable in full from the Customer.

12 Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13 General

- 13.1 The Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 13.2 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.3 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing and shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post, facsimile transmission or email to the other party at its registered office or principal place of business or such other address as may have been notified pursuant to this clause to the party giving the notice. If sent by first class pre-paid post the notice shall be deemed to have been received two (2) days after the date of posting. If sent by facsimile transmission or email the notice shall be deemed to have been received on the same day if sent during normal working hours or on the next working day where sent outside such hours.
- 13.4 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.5 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.7 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.8 If any provision of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part validity of the other provisions and the remainder of the provisions shall not be affected.

- 13.9 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 13.10 The Contract shall be governed by the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning.