

TERMS AND CONDITIONS OF HIRE

APPLICABLE WITHIN THE EUROPEAN ECONOMIC COMMUNITY (EEC) ONLY

1. Definitions

“The Customer” is the company, organisation or individual hiring Equipment from Blinding Light.

“Blinding Light” is Blinding Light Limited (company number 4125167) whose registered office is at 21 Highmoor Road, Caversham, Reading, RG4 7BL.

“Contract” is the contract for hire of Equipment by the Customer from Blinding Light incorporating these terms and conditions.

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

“Hire Period” is the period commencing on the date of collection or despatch of the Equipment from Blinding Light’s premises and ending on the date of return of the Equipment to Blinding Light’s premises.

“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 EEC at which the Customer shall use the Equipment.

2. Contract

Any request for hire of Equipment shall be made in writing by a Customer on an official order form but no contract shall be entered into between Blinding Light and the Customer until Blinding Light has accepted and acknowledged in writing or verbally the Customer’s request for hire. Any contract shall be subject to these terms and conditions which shall prevail over any other terms and conditions. The Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales and shall be governed and construed under English law.

3. Hire Terms

Blinding Light hereby hires to the Customer the Equipment, for use in the Hire Location, for the Hire Period, at the Hire Charge. 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

For hirings of up to a fortnight, the Customer shall (unless otherwise agreed in writing) pay to Blinding Light the full Hire Charge in advance of commencement of the Hire Period. For longer Hire Periods, payments shall be made at fortnightly intervals and shall be payable within 14 days by the Customer.

Production services, packing, delivery and collection shall be charged additionally by Blinding Light and shall be invoiced and payable on the same basis.

VAT shall be charge additionally at the prevailing rate.

In case of any overdue payments, the Customer shall pay interest charges to Blinding Light for the delay period, calculated on a daily basis at the prevailing base rate of Lloyds TSB Bank Plc plus 4%.

5. Delivery/Risk

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 delays to the Equipment for whatsoever reason.

The risk in the Equipment shall pass to the Customer upon either delivery to site by Blinding Light or collection from Blinding Light's premises by the Customer, and shall remain with the Customer until either collection from site by Blinding Light or return of all Equipment to Blinding Light's premises by the Customer. For the avoidance of double risk in the Equipment shall remain with the Customer notwithstanding that the rigging and de-rigging of it shall be performed by or on behalf of Blinding Light.

The Customer shall inspect all Equipment on receipt and within one working day of such, shall notify Blinding Light in writing by fax or email, of any damage or shortages. The Customer shall return damaged equipment to Blinding Light or retain it for inspection by the carrier, as required by Blinding Light.

In case the Customer fails to notify Blinding Light of damages or shortages within one working day of receipt, or in case the Customer fails to follow Blinding Light instructions in respect of return or inspection, 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.

6. Insurance

In the event that the value of the Equipment is in excess of £1000 (as notified by Blinding Light) the Customer shall insure the Equipment against loss, damage and all risks for its full replacement cost, as advised by Blinding Light for the full Hire Period. Insurance shall be effected with a reputable insurance company acceptable to Blinding Light.

Costs of loss and damage shall be reimbursed by the Customer to Blinding Light immediately on receipt of payment by the Customer from the insurer, or at latest, at 30 days from date of the loss or damage, whichever shall be the sooner.

7. Usage of Equipment

The Customer shall ensure that the Equipment is installed and operated by competent persons in accordance with applicable regulations, especially those in respect of Health & Safety, Electrical Safety and Lifting Operations.

The Customer shall install and use the Equipment in a weathe rproofed, indoor equipment, except where the Contract specifically provides for outdoor usage.

The Customer shall be responsible for all costs incurred by Blinding Light to rectify damage or deterioration of the Equipment in consequence of improper use.

Blinding Light shall have the right to inspect the Equipment at the Hire Location at any time throughout the Hire Period.

8. Title, Sale and Re-Hire

Ownership of the Equipment shall at all times remain with Blinding Light. The Customer is not permitted to sell or re-hire the Equipment other than in the case of re-hire by recognised lighting hire or event management companies and as specifically agreed by Blinding Light in writing and on terms approved by Blinding Light.

9. Indemnity

The Customer shall be wholly responsible and hold Blinding Light indemnified against all loss or damages, liabilities, claims, demands and legal proceedings that may arise as a consequence of any accident or default involving the Equipment.

10. Liability

Blinding Light shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Blinding Light of the Contract. The liability of Blinding Light for any defect in the Equipment shall in no case 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 unserviceable.

11. Termination of Hire

Blinding Light may terminate the Contract for Hire in the event that:

- (a) The Customer is in default in payment of Hire Charges, or
- (b) The Customer commits a material breach of their obligations herein, or
- (c) The Customer enters into liquidation, administration, receivership or any arrangement with its creditors.

On termination of the Contract, the Customer agrees to return the Equipment to Blinding Light within one working day. In the event of their failure to do so, the Customer authorises Blinding Light to enter any premises where Blinding Light reasonably considers the Equipment to be located for the purposes of recovery and removal of the Equipment.

Any termination of the Contract shall not affect the rights or liabilities of either Blinding Light or the Customer.

12. Force Majeure

While Blinding Light undertakes to use its best endeavours to implement all obligations under the Contract in a timely and efficient manner, it cannot accept any responsibility for any failure or delay for whatsoever reason caused by circumstances beyond its control.