TERMS AND CONDITIONS OF HIRE

1. Interpretation and Definitions
   (1) The 'Supplier' means Production Resource Group UK.
   (2) 'Hirer' means the person, firm, company, corporation, public authority or body to whom the Goods are supplied or loaned, and in these Conditions is to be read
      including any successor in title, legal or beneficial, and
      any person or firm to whom the Goods are transferred
   (3) 'Contract' means any Contract for the hire or sale of any Goods or services provided by the Supplier to the Hirer and will incorporate any of the Supplier's Quotations, specifications, estimates, documentation, orders and agreements. In the event of any contract, these Conditions will apply and any and agreed variations in writing, shall come into force between the Hirer and the Supplier once the Supplier has received the order and (in writing) stating the terms and requirements; the Supplier having accepted the order and, where appropriate, granted a credit facility. The Contract is not transferable.
   (4) 'Goods' means the Goods to be hired or supplied in the Quotation and any part or component of them and any part consignment of them and any work or service provided to the Hirer under the Quotation.
   (5) 'Quotation' means the Supplier's written or verbal Quotation; which shall be accepted by the Hirer either in writing or by telephone.
   (6) 'Statutory Requirement' means (without limitation) any requirement of any statute or derivative legislation of the United Kingdom and any regulation, directive or order made thereunder.
   (7) 'List Price' means the Supplier's current Price List.

2. Terms of Contract
   In the event of any inconsistency between any other provision in the Quotation and these Conditions, the latter shall prevail. The headings of these Terms and Conditions are for convenience only and shall not affect their interpretation.
   Any clerical error in any sales literature, Price List, invoice or statement issued by the Supplier or the Quotation may be corrected by the Supplier and any liability of the Hirer shall be adjusted accordingly.

3. Terms of Payment
   All accounts are strictly nett of VAT, and payment will be due as set out on the Supplier’s invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately as a debt. Invoices will be presented at regular intervals during the period of hire.
   The Supplier reserves the right to charge compound interest at the rate of one and a half percent per annum, and to retain the Goods until such time as the hire charges and debt shall be paid in full.

4. Insurance and Responsibility for Lost/Stolen Goods
   The Hirer agrees to pay the Supplier the full net List Price sale rate (or in the case of items not usually sold, the full replacement cost) for any Goods which are lost or stolen whilst the Hirer is in possession, or from the Hirer’s premises, or in transit for collection for use, wear or age, and shall ensure the Goods on this basis. All monies received by the Hirer from an Insurer or other person by way of settlement of any claim under this condition will be applied to the loan. The Hirer, in the event of the loss, theft or damage of Goods, shall, to the extent that any payment is due to the Supplier under this Condition be held in trust by the Hirer (or successor/assignee body) and paid to the Supplier on demand. In the event of the loss or damage to the Goods, the Supplier’s account shall be settled in full on demand and such payment shall not be conditional on production by the Hirer of the receipt of any insurance payment from any other source. The Hirer will take all practical steps to secure a proper return of lost or stolen Goods. In the event of lost or stolen Goods being subsequently recovered and returned to the Supplier, the Hirer will be credited with the invoiced value of those Goods, less the appropriate hire charges, from the date on which the Supplier receives notification of loss to the date of return. All hire charges are due up to and including the ‘off-hire’ date, or reported date loss, confirmed in writing at the time; that advice is to be received within 3 working days (postmark shall determine).

5. Maintenance of Goods, Breakdown Procedures and Accident Reporting
   The Supplier reserves the right to increase the prices that it charges to the Hirer from time to time by law. The Supplier shall be entitled to adjust the rates and extents that the Supplier invokes the jurisdiction of the Courts of any other country.

6. Removal of Goods
   Goods must not be removed from any site(s) originally specified by the Hirer or from any other site(s) subsequently authorised by the Hirer without the written authorisation of the Supplier and without having an agreement in writing with the Supplier. Further, Goods site(s) returned by the Hirer to the original Supplier’s Branch unless otherwise agreed in writing, in advance, by the Supplier. If the Hirer does not comply, then the Hirer shall bear any additional costs incurred by the Supplier.

7. Variation to Prices/Goods
   The Contract is open to accept for 28 days after which, the Supplier reserves the right to increase the prices quoted if the applicable rates have been re-negotiated since the original quote. Interest shall commence accrue after such termination until payment of all overdue amounts has been received. All prices quoted will be deemed to be List Prices unless agreed by the Supplier in writing. Any such agreement will be evidenced in writing, without limitation, any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Goods, or any part thereof or any breach or non-observance of any of these
   Unless specifically stated otherwise, prices and rates shown in Quotations, contracts, invoices, certificates and correspondence are nett exclusive of V.A.T., which will be payable to the Supplier as an addition to the rates chargeable at the rate or rates laid down from time to time by law. The Supplier shall be entitled to adjust the rates and amounts of V.A.T. retroactively, or otherwise comply with any rulings made by H.M. Customs and Excise affecting any Goods sold, hired or provided by the Supplier.

8. Rights Reserved
   Any failure by the Supplier to enforce any or all of these Conditions shall not be construed as a waiver of any of the Supplier’s rights hereunder.

9. Separate Term Validity
   Unless any of the Conditions is found to be invalid, void, illegal, unenforceable or otherwise vitiated such invalidation shall not affect the validity of the remaining Conditions.

10. Force Majeure
   The Supplier does not accept responsibility for any failure or delay caused by circumstances beyond its control, including (and not limited to): Fire or accident
   Acts of God, explosion, flood, tempest, hurricane, exceptionally inwelcome weather, fire or accident
   Acts of Government, embargoes, or blockade, wholly or in part of any governmental, parliamentary, or legal authority.
   Import or export regulations or embargoes.
   Strikes, lock-outs or other industrial actions (whether involving employees of the Supplier or any other person than that caused by the Supplier).
   The Supplier shall effect and keep in force at all times policies of insurance in respect of its liabilities under this Condition. Nothing in this clause shall affect the statutory rights of the Hirer or any person other than that caused by the Supplier. The Supplier shall not be held in any way responsible for any failure or delay caused by circumstances beyond its control or which are beyond its control.

11. Statutory Requirement
   The Supplier reserves the right to charge compound interest at the rate of one and a half percent per annum, and to retain the Goods until such time as the hire charges and debt shall be paid in full.

12. Title
   In the event that those payment terms are not complied with, full charges may be total losses, damage, claims or proceedings whatever arising out of or caused or occurring in the course of carrying out the Contract by the Supplier.

13. Value Added Tax (V.A.T.)
   The Supplier does not accept responsibility for any failure or delay caused by circumstances beyond its control, including (and not limited to): Fire or accident
   Acts of Government, embargoes, or blockade, wholly or in part of any governmental, parliamentary, or legal authority.
   Import or export regulations or embargoes.
   Strikes, lock-outs or other industrial actions (whether involving employees of the Supplier or any other person than that caused by the Supplier).

14. Law
   The Hirer being the person, firm, company, corporation, public authority or body to whom the Goods are supplied or loaned, and in these Conditions is to be read including any successor in title, legal or beneficial, and any person or firm to whom the Goods are transferred in the event of any contract, these Conditions will apply and any agreement variations in writing, shall come into force between the Hirer and the Supplier once the Supplier has received the order and (in writing) stating the terms and requirements; the Supplier having accepted the order and, where appropriate, granted a credit facility. The Contract is not transferable.

15. Consequential Losses
   The Supplier does not accept responsibility for any failure or delay caused by circumstances beyond its control, including (and not limited to): Fire or accident
   Acts of Government, embargoes, or blockade, wholly or in part of any governmental, parliamentary, or legal authority.
   Import or export regulations or embargoes.
   Strikes, lock-outs or other industrial actions (whether involving employees of the Supplier or any other person than that caused by the Supplier).

16. Supplier's Name Plates
   The Hirer shall not remove, deface or cover up the Supplier’s plate or mark on the Goods indicating that they are its property nor shall the Hirer apply any mark or identification of its own.

17. Rights of Access
   The Supplier hereby authorises the Supplier (upon production of this document) to enter upon any land or premises wherein the Supplier reasonably believes any Goods, or any part thereof to be, and in so far as the Supplier in his absolute discretion deems necessary, to inspect, test, repair, replace or resell the same.

18. Rights Reserved
   Any failure by the Supplier to enforce any or all of these Conditions shall not be construed as a waiver of any of the Supplier’s rights hereunder.

19. Separate Term Validity
   No variance in any of the Conditions in this Contract be held invalid, void, illegal, unenforceable or otherwise vitiated shall not affect the validity of the remaining Conditions.

20. Force Majeure
   The Supplier does not accept responsibility for any failure or delay caused by circumstances beyond its control, including (and not limited to): Fire or accident
   Acts of Government, embargoes, or blockade, wholly or in part of any governmental, parliamentary, or legal authority.
   Import or export regulations or embargoes.
   Strikes, lock-outs or other industrial actions (whether involving employees of the Supplier or any other person than that caused by the Supplier).

21. Notices
   An notice to be given under the Contract shall be in writing and telegraphed, sent facsimile transmission or forwarded by first class prepaid (registered or recorded delivery) letter post to the receiving party at its registered office in the case of a company or its business address as last notified in writing to the other party in any other case and shall be deemed to have been given on the date of the telex or facsimile transmission or on the first working day following that on which the notice was posted (as the case may be).

(5) Strike, lock-outs or other industrial actions (whether involving employees of the Supplier or any other person than that caused by the Supplier).