

## Conditions of Hire

### May 2007

All goods hired by Reece Productions Limited will be contracted as per the Terms of Business, in addition to these specific clauses:

#### 1. Orders

All orders must be confirmed in writing. Any terms or conditions in the hire's order or other document of whatever kind which are inconsistent with these conditions shall have no effect.

#### 2. Hire Charges

Charges are calculated on a weekly or daily basis as appropriate. Reece Productions Limited reserves the right to alter charge rates stated on the hire charge list at any time.

Hire charges to private individuals are payable in advance.

#### 3. Collection and Return of Equipment.

All equipment is to be collected from Unit 36 West Station Yard, Maldon, Essex, CM9 6TS unless agreed otherwise by Reece Productions Limited. Equipment is to be collected and returned at times agreed in advance and stated on the hirer's invoice. Cables (except short microphone, mains and adapter leads) are supplied coiled and taped or wound on drums. They must be returned in this manner or a 'tidying charge' will apply.

#### 4. Use of Equipment.

The hirer shall be responsible for ensuring that hired equipment is installed and used by personnel competent to do so, and in a manner which complies with any relevant regulations, statutes or orders that may be in force from time to time. Reece Productions Limited assumes no liability for the consequences of any non-compliance with any such regulation.

The hirer shall not make any alteration or modification to the equipment, or take the equipment outside the mainland of Great Britain. Any equipment found to be modified or altered in any way, any missing parts or components will be charged to the hirer at full replacement cost with addition of any handling or fitting charge as necessary.

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## **5. Ownership**

The equipment shall at all time remain the absolute property of Reece Productions Limited and the hirer shall have no rights to the equipment other than as hirer.

## **6. Loss, Damage and Insurance.**

In the event of any loss or damage to the equipment, the hirer shall pay for its replacement or the cost of restoring it to good order and repair, or allow Reece Productions Limited to carry out such work at the hirer's expense.

The equipment shall be entirely at the hirer's risk during the hire period from the time the equipment leaves the premises of Reece Productions Limited to the time it is returned. During this period the hirer shall keep the equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks. The hirer shall notify his insurance company that the equipment is on hire from Reece Productions Limited and request the insurers to endorse a note of such interest on the policy naming Reece Productions Limited as loss payee. Reece Productions Limited may request to see cover notes and premium invoices as evidence of such endorsement.

## **7. Limitation of Liability**

Reece Productions Limited shall not be held liable for any damage to personnel or property whilst the equipment is on hire. Reece Productions Limited shall not be held liable for any loss or damage sustained by the hirer or its agents consequential to any defect or failure of the equipment hired.

## **8. General**

The hirer grants that any representative of Reece Productions Limited has the right of entry upon premises may be to repossess, examine, repair or service the equipment. The failure on any occasion by either Reece Productions Limited or the customer to exercise or enforce any right conferred by these conditions shall not operate as a waiver of the right for future occasions.

English Law shall govern the formation, construction, and performance of all contracts in all respects. The parties agree to submit to the exclusive jurisdiction of the English courts.