

## GENERAL CONDITIONS OF HIRE

1. The Equipment shall at all times remain the sole property of Stage Two Limited (the "Owner") and the Hirer will not sell, charge, pledge, hire lend or otherwise part with possession thereof or purport to do so. The Hirer shall not remove the Equipment from the place of hire shown on the hire (save the sole purpose of return to the Owner) without prior consent of the Owner.
2. Save as otherwise provided herein, the hire commences at the same time of delivery or collection and shall be deemed to continue until possession of all the Equipment is received by the Owner. No allowance shall be made for any delay occasioned to the hirer by reason of any matter beyond the Owners control.
3. The Equipment shall be at the sole risk of the Hirer from the time of collection or delivery thereof (whether or not delivery is made in his absence) until possession of all the Equipment is received by the Owner.
4. Although every effort is made to supply all Equipment at the time requested, the Owner shall not be liable for any loss or damage whatsoever for late supply or total inability to supply the said Equipment or any part thereof except for any appropriate adjustment to or remission of the hire charges.
5. Any claim for short delivery or that the equipment was not supplied in good clean working order must be made by written notice delivered to the Owner within 48 hours of collection or delivery. Where the Equipment is delivered by the Owner in the absence of the Hirer, the Owner shall send to the Hirer at the address shown by ordinary post a Hire Delivery Note. The said 48 hours will commence upon posting of the said Notice.
6. The Hirer shall return the Equipment to the Owner immediately upon expiry of the period of hire and in the same condition as when collected by or delivered to him, fair wear and tear excepted. All Equipment must be clean and all cables properly coiled and taped or tied.
7. The Hirer must not tamper with the Equipment. In Particular,
  - (a) the 15 amp BS546 rubber-clad connectors with which all lighting and cables are supplied must not be removed, the Hirer must use adaptors which the Owners will supply on request.
  - (b) The Hirer must not use spare bulbs supplied with the equipment save in connection with the Equipment.
  - (c) Quartz halogen bulbs must not be touched with the skin – the protective plastic wrapping or a glove must be used at all times.
  - (d) All failed bulbs must be returned for inspection.
8. In the event of any breach of clauses 6 and 7 (and without prejudice to any other right which the Owner may have) the Owner shall be entitled to make a service charge for the cleaning, reconditioning, repairing, renewing and/or

replacing of such of the Equipment as may be reasonably necessary and to apply the Deposit thereto.

9. Should the Hirer wish to extend the original hire period, the Hirer shall give written notice to the Owner within the original period of hire of the precise period of any such extension sought. There shall be no extension of the original hire period unless the Owner shall have explicitly agreed thereto in advance. Any such extended period shall be charged at the daily rate for each day or part thereof.
10. The Hirer must give not less than 24 hours if it is desired that the Owner collect Equipment at the period of hire or of any extended hire period. In the event that the equipment or any part thereof is not ready for collection by the Owner at the time so notified by the Hirer, the Owner shall be entitled to make a service charge for any expense occasioned thereby and to apply the Deposit thereto.
11. In the event that the Equipment or any part thereof is not returned at the end of the period of hire or of any extension thereof, the Owner shall be entitled to payment at the current full daily charge. In the event that the Equipment or any part thereof is not returned within 14 days of the end of the period of hire or of any extension thereof, the Owner shall be entitled to the full cost of replacement thereof or the Owner's current sale price, whichever shall be the greater, in addition to payment of any rental or other payment due by the times hereof.
12. Save where the Hirer has account facilities with the Owner, the Hirer shall pay all hire charges for the original period of hire, all other charges and the Deposit in full before commencement of the period of hire and time shall be of the essence.
13. In the event that the Hirer shall cancel any forward booking, the Owner shall notwithstanding be entitled to payment of the hire charges in full unless the Equipment is hired to another for the same period of hire, in which case the Owner shall be entitled to a payment equal to 20% of the hire charge.
14. Save as otherwise provided, all the Owner's invoices shall be paid upon presentation.
15. Without prejudice to any other rights which the Owner may have, in the event of any breach by the Hirer of any of the terms hereof or any failure of the Hirer to make payment in strict accordance with the terms of any account facility, the Owner may terminate the hire forthwith by notice in writing to the Hirer. In the event of such termination, the Hirer shall deliver the Equipment back to the Owner forthwith and shall give or arrange access to the Owner to any place where the Equipment or any part thereof may be and assist the Owner in effecting repossession thereof. The Owner shall be entitled to be paid its reasonable costs and expenses of effecting such repossession in addition to any other amounts which may be due or which may become due.

16. The Hirer shall indemnify and save harmless the Owner from any claim whatsoever for loss or injury to life, person or property, however caused, included that caused by any act of neglect or breach of duty on the part of the Owner, its servants or agents, arising out of or in connection with this agreement or the use of the said Equipment to the full extent not prohibited by law.