

**bright\* Production Service Ltd - Terms and Conditions of Hire**  
**Updated: 31/12/2003**

- 1.1. IN THESE CONDITIONS...**
- 1.1.1. "Contract" means a contract for the hire of Equipment by the acceptance by bright\* of an order pursuant to Condition 2.
- 1.1.2. "Equipment" means the equipment described or any individual item thereof;
- 1.1.3. "Hire Charge" means the weekly charge payable by the Hirer to bright\* for the hire of Equipment, which is set out in the current bright\* catalogue, website or other material.
- 1.1.4. "Hire Period" means a period starting on the date that the Equipment is despatched to be collected by the Hirer and ending on the date on which the Equipment is returned to bright\*;
- 1.1.5. "Hirer" means the hirer of Equipment from bright\*;
- 1.1.6. "bright\*" means the company bright\* and other group companies.
- 1.2 The headings in these terms and conditions are for ease of reference only and shall not affect their interpretation.
- 2. ORDERS**
- bright\* shall only accept an order for hire of Equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the Hirer's order by an authorised employee of bright\* shall constitute the Contract, which shall be subject to these Terms and Conditions. Any Terms or Conditions in the Hirer's order to bright\* or other documentation of whatsoever kind which are inconsistent with these Terms and Conditions shall have no effect.
- 3. HIRE OF EQUIPMENT**
- 3.1. bright\* hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.
- 3.2. bright\* reserves the right to supply equipment of a similar design to the Equipment.
- 3.3. All descriptions and specifications, drawings and particulars of equipment (including weights and dimensions) issued by bright\* are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, bright\* reserves the right to change the specifications without notice.
- 4. HIRE CHARGE**
- 4.1. The Hirer shall pay to bright\* - either in advance or on a weekly basis – a sum calculated by multiplying the appropriate Hire Charge for the Equipment by the Hire Period for such items of equipment. All hire charges are strictly 'nett' and are due and payable on an invoice submitted within 14 days. Charges run from day of dispatch until day of return and are based on a period of 1 week or part thereof irrespective of whether the goods are in use or not. A period of two days grace is normally given on collections and deliveries (i.e. collection Friday and return Monday).
- 4.2. The Hirer shall pay to bright\* any packaging and delivery charges where appropriate.
- 4.3. All sums due from the Hirer to bright\* hereunder shall be increased to include VAT at the current rate.
- 4.4. The Hirer shall pay bright\*'s invoices hereunder within 14 days of date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.
- 4.5. bright\* reserves the right to charge the Hirer interest at the rate of 3% per annum above the mean base rate for the time being of the London Clearing Banks on all invoices which are not paid in accordance with Condition 4.4. such interest being calculated from a date 30 days after the date of invoice until actual payment

compounded quarterly and to be payable as well as before any judgement obtained in respect thereof.

**5 DELIVERY**

Any date and times quoted for the delivery of the Equipment are approximate only and bright\* shall not be liable for any delay in delivery of Equipment howsoever caused.

The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the equipment has been lost, the Hirer shall notify bright\* and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to bright\* on demand. If the Hirer fails to notify bright\* and the carrier in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to bright\* the full cost of repair or replacement of the Equipment or full rate hire until returned.

For hirers collecting and returning Equipment, bright\*'s normal working hours are Monday to Friday 10-00 am to 5:00pm, Saturday 10-00am to 1:00pm. There an answer-phone outside these time and an emergency telephone number.

**6 USE OF EQUIPMENT**

6.1 The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manor which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

6.2 The Hirer shall at its expense keep the equipment in good repair, condition and working order, fair wear and tear accepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular business and certainly every week:-  
6.2.1. Inspect, test and clean the equipment.

6.2.2. Check and maintain wiring, mechanics and rigging of the equipment.

6.3 The Hirer shall not without the prior written consent of bright\* make any modification or alteration to the Equipment, or take equipment outside mainland Great Britain.

6.4 The Hirer shall allow bright\* to inspect the Equipment upon request during bright\*'s normal working hours.

6.5 The Hirer shall return all faulty lamps to bright\*. The replacement cost of the lamps will be charged to the Hirer if they are not returned.

**7 Ownership**

The equipment at all times shall remain the property of bright\* and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of bright\* in respect of the Equipment are or may be prejudicially affected.

**8 LOSS, DAMAGE AND INSURANCE**

8.1. 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 working order, or allow bright\* or its agent to carry out such work at the Hirer's expense.

8.2. The Hirer shall during the hire period (without prejudice to the liability of the Hirer to the Owner pursuant to Condition 8.1.) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (excluding third party risks). The Hirer shall notify its insurers that the equipment is on-hire from bright\* and request the insurers to endorse a note of such interest on the policy, naming bright\* as a loss payee. The Hirer shall on demand show to bright\* the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act of thing whereby the insurance may be invalidated.

- 8.3. Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify bright\* thereof. The Hirer shall hold any monies received by the same as bright\* directs.

## **9 HIRER'S INDEMNITIES**

- 9.1. The Hirer shall be solely responsible for and hold bright\* fully indemnified against all claims, demands, losses, damages, proceedings, costs and expenses which may be brought against or incurred by bright\* as a result of any accident involving bright\* equipment.
- 9.2. The Hirer shall be solely responsible for and hold bright\* fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by bright\* as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any Contract.

## **10 LIMITATIONS OF LIABILITY**

- 10.1 bright\*'s liability for the direct physical damage to tangible property of the Hirer caused by the negligence of bright\*, its employees agents or subcontractors, or by the breach of any Contract shall not exceed £500,000.00 subject to the exclusions set out in Condition 10.2
- 10.2 bright\* shall not be liable for the following loss or damage howsoever caused and even if foreseeable by of in contemplation of bright\*:-
- 10.2.1. loss of profits, business, revenue, goodwill or anticipated savings whether sustained by The Hirer or any other person; or
- 10.2.2. special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person; or
- 10.2.3. any loss arising from any claim made against bright\* by any other person.

## **11 TERMINATION**

- 11.1 bright\* shall have the right to terminate a Contract forthwith by giving notice in writing if the hirer;-
- 11.1.1. fails to make payment of any sum in accordance with Condition 4; or
- 11.1.2. shall not commit any other material breach of its obligations hereunder and shall not within 14days of notice of such breach remedy the same;
- 11.1.3. shall enter into liquidation whether compulsory or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for administration order or shall be subject to a proposal under Part 1 of the Insolvency Act 1986 for the composition in satisfaction of its debts.

## **12 CONSEQUENCES OF TERMINATION**

- 12.1 Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.
- 12.2 On termination of a Contract (howsoever caused) the Hirer shall no longer be in possession of the Equipment with bright\*'s consent and shall unless otherwise agreed with bright\* forthwith return the Equipment to bright\* in good working order.

## **13 FORCE MAJEURE**

Although bright\* shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

## **14 GENERAL**

- 14.1 No neglect, delay or indulgence by bright\* in enforcing a Contract shall prejudice the rights of bright\* or be construed as a waiver.

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- 14.2 The Hirer hereby waives all and any future claims and rights of set off against any sums due to bright\* hereunder regardless of any equity, set off or counter-claim on the part of the Hirer against bright\*.
- 14.3 Any notice hereunder shall be in writing and may be served by sending it in a pre-paid first class letter post or delivery if (in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered by hand shall be deemed to be effective from the date of such delivery.
- 14.4 The Hirer shall not assign or otherwise transfer all or any part of a Contract.
- 14.5 The formation, construction and performance of all Contracts shall be governed by English Law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

**bright\***

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