

# TERMS AND CONDITIONS OF HIRE

The following conditions are applied to the hirer from Decode (Media Rental Services Ltd), Wimbledon Stadium Business Centre, Unit 39 Riverside Road, London SW17 0BA.

Interpretation; in this contract the following words have the following meanings: "The Hirer" means the person, firm, company, representative of a firm or company, or other individual or organization hiring equipment from Media Rental Services Ltd. "Hire Period" means the period commencing when the hirer holds the hired equipment on hire (including Saturdays Sundays and Bank Holidays) and ending upon the physical return of equipment by the hirer into Media Rental Services Ltd T/A DECODE premises.

## The Hirer agrees to the following:

1. The equipment on hire belongs to Media Rental Services Ltd, unless the invoice states the goods are purchased in which case they belong to Media Rental Services Ltd T/A DECODE until payment has been received by Media Rental Services Ltd T/A DECODE in full.
2. The hirer shall take good care of the equipment and ensure it is used in a proper manner by the persons having the necessary experience, training and qualifications. No attempt should be made to adjust, interfere with or repair the equipment. A charge will be added to the hire in the event of such evidence found on the equipment upon its return and may also include a charge for the recalibration of the equipment.
3. The hirer holds full responsibility for the equipment and no responsibility can be passed on to other parties.
4. Companies wishing to open an account in order to become an account-holder are required to complete a Media Rental Services Ltd T/A DECODE account form and fax it to Media Rental Services Ltd T/A DECODE premises prior to commencement of equipment being hired out, this is subject to approval by Media Rental Services Ltd T/A DECODE.
5. In the event that Media Rental Services Ltd T/A DECODE turns down an account application due to the failure on background checks or information provided the declined prospect client is liable for all and any expenses incurred by Media Rental Services Ltd T/A DECODE in the process. This includes the purchase of any equipment for the job or any other expenditure related to the failed rental that the company made while the background checks were carried out.
6. Account holders will pay Media Rental Services Ltd T/A DECODE for the hired period, or the purchase value within thirty days of invoice, unless otherwise stated by Media Rental Services Ltd T/A DECODE on the invoice, a late payment charge of three percent per calendar month will be added for any invoices over thirty days.
7. Non-Account holders are required to leave a deposit of two-hundred and fifty pounds which will be refunded once the hire period is over and Media Rental Services Ltd T/A DECODE are satisfied with the condition of the returned equipment. Non-Account holders are required to pay for the hire period in full upon collection of the equipment, or prior to delivery by Media Rental Services Ltd staff.
8. The hirer will pay Media Rental Services Ltd T/A DECODE an extra charge for each day the equipment is retained after the agreed date, which will not end until the equipment has been returned back to Media Rental Services Ltd. An extra charging day means equipment returned the day after the date it was originally booked to be used for and returned to decode after 10am. Decode will charge as many extra days as days it takes for the equipment to be returned.
9. The hirer will notify Media Rental Services Ltd T/A DECODE as soon as possible if the equipment needs to be kept for a longer period than originally agreed; in such circumstances the extended period of equipment hire cannot be guaranteed and is dependent on availability and approval by Media Rental Services Ltd.
10. The hirer will notify Media Rental Services Ltd T/A DECODE immediately if any damage is caused to the equipment.
11. The hire period will not be terminated until the equipment is returned to Media Rental Services Ltd T/A DECODE premises, at the hirer's expense, regardless of whether the collection had been arranged with us or the client returns the equipment directly to our premises.
12. Fair wear and tear is accepted, provided that if the equipment is lost, damaged or destroyed the hirer will pay Media Rental Services Ltd T/A DECODE the extra hire charge until the equipment is replaced, repaired or recovered (where appropriate) and delivered to Media Rental Services Ltd T/A DECODE premises by the hirer.
13. The equipment is supplied to the hirer at the hirer's risk in all respects.
14. The hirer will inform Media Rental Services Ltd of any actions being taken against the company, the director or any employee/s (actions such as injury claims).
15. The company director of Media Rental Services Ltd T/A DECODE holds the right to enter upon any premises on which equipment is believed to be kept, for the purpose of recovery of equipment at the end of the termination date, the hirer shall compensate Media Rental Services Ltd T/A DECODE for any cost of having to recover equipment in this way including lost revenue.
16. The conditions are taken as accepted, on collection from or delivery by Media Rental Services Ltd.
17. Any equipment left within Media Rental Services Ltd, either on hold or for repairs not collected within three months will be disposed.
18. Media Rental Services Ltd T/A DECODE supplies equipment materials and special services in circumstances where it is customary for such essentials to be supplied at the hirer's risk and where the hirer is required to provide insurance cover.
19. By the hirer placing an order via phone, fax or email the hirer constitutes a business transaction, thus creating an agreement into which both parties are freely entering.
20. Any advice issued instruction, guidance or statement in connection with or relation to the use and application of any equipment/materials or services supplied by Media Rental Services Ltd T/A DECODE or direct staff, technical staff or customary agents, is given only on the condition that Media Rental Services Ltd T/A DECODE shall in no circumstances be liable for any loss or damage of any kind.
21. The agreement between Media Rental Services Ltd T/A DECODE and the hirer rely solely on the terms of these conditions and no representation or otherwise shall bind Media Rental Services Ltd T/A DECODE and no statement from any representative of Media Rental Services Ltd T/A DECODE shall vary these conditions unless a representative statement is made in writing and signed by the director of Media Rental Services Ltd.
22. Media Rental Services Ltd T/A DECODE is responsible for the repair and maintenance of their equipment and ensure that all equipment is hired out in good working order and this is acknowledged without charge to the hirer provided that such maintenance has not occurred by misuse or damage whether accidental or otherwise.
23. Media Rental Services Ltd T/A DECODE will endeavour to supply the hirer with replacement equipment if at any time during the hire period the equipment cannot be effectively repaired or maintained as a result of any mechanical or electrical fault. Media Rental Services Ltd T/A DECODE liability in this respect shall be subject to availability of replacement of such equipment. For replacement equipment due to the above reason a fax has to be received, where possible, before the equipment can be released. Equipment will be delivered to the original address at time of booking unless an alternative delivery arrangement is agreed between Media Rental Services Ltd T/A DECODE management and the hirer either by phone, email or fax.
24. Insurance cover. The hirer undertakes responsibility for insuring all equipment against "all risks" to full replacement value including VAT. Any loss or damage to the equipment must be replaced by the hirer for the same equipment. If an item is discontinued client must replace it with equipment of same spec, even if more expensive. If hirer chooses to reimburse Media Rental Services Ltd T/A DECODE to the full replacement value of the stolen equipment instead, this payment **must include VAT**. If the hirer is providing self-arranged insurance cover, a copy of the insurance cover note is required before collecting equipment from Media Rental Services Ltd T/A DECODE and **MUST show 'HIRED IN GOODS VALUE'** in the document.
25. It is important that all hirer's and their insurers read Media Rental Services Ltd T/A DECODE terms and conditions, available on the Media Rental Services Ltd T/A DECODE website or upon request, as awareness of liabilities of the company or indemnity for the hirer may apply.
26. No liability is accepted, consequential or otherwise, by act or omission by Media Rental Services Ltd T/A DECODE whether by negligence, delay, detention, late delivery, non delivery, or deficiency in the equipment or order.
26. **In the event of an insurance claim, damage, loss or theft of equipment by a client Media Rental Services Ltd T/A DECODE will charge to the hirer book rate for each item that has been damaged, lost or stolen and an unlimited number of weeks as loss of hire or business interruption charges until replacement for each item has been delivered to Decode's office.**
27. Hirers should check the terms and conditions of their insurance policy as they will be liable for the excess in the policy if cover for this event is not in place
28. In the event of the hirer needing to make an insurance claim in respect of the equipment subject to this hire agreement, the hirer hereby authorises the insurance company to pay the settlement monies direct to Media Rental Services Ltd.
29. A cancellation charge of 50% of the hire period value shall be payable to Media Rental Services Ltd T/A DECODE between one week and three days notice of cancellation, 75% if between three days and one day notice of cancellation, or if less than one days notice 100% of the hire period invoice will be payable.
30. In case of unpaid invoices Decode holds the right to charge a 3% per calendar month over any outstanding invoices until full payment has been made. If a debt collector, solicitors or a debt collection agency needs to be appointed, the client is fully liable of all charges incurred by Decode until full payment is received.
31. Provisional bookings are taken on the understanding that they do not guarantee the availability of the equipment.
32. All lights issued by Media Rental Services Ltd T/A DECODE are supplied with a spare bulb and a working bulb already fitted in the lamp. Should either of these be returned blown, the hirer will be charged for it at the prevailing rate.
33. Missing, damaged/Non-Returned – If any of the kit supplied by Media Rental Services Ltd T/A DECODE is returned damaged or with missing items, the hirer will be notified in person or by phone wherever possible, or by post, email or fax. Seven days after contact is made or correspondence is sent Media Rental Services Ltd T/A DECODE will invoice the hirer for replacements.
34. If equipment is returned dirty or unclean (dry mud, wet, spillages, paint and other elements) beyond fair wear and tear Media Rental Services Ltd T/A DECODE will charge £45 per hour per person to professionally clean the equipment to a condition fit for re-hire.
35. I/We agree to trade on Media Rental Services Ltd T/A DECODE's terms and conditions of sale as are applicable at the time of the transaction and confirm that I/WE have read the sale terms contained in this form. I/We the undersigned being directors of the applicant company, jointly and severally guarantee payment of all financial obligations to Media Rental Services Ltd T/A DECODE, including any arising from any increase in the credit limit granted in future.

**Media Rental Services Ltd T/A DECODE advises you to seek legal advice prior to signing our terms and conditions. This form must be signed by the Sole Trader, All Partners and if a Limited Company a duly Authorised Director. Under no circumstances is equipment to be left in an unattended motor vehicle at any time.**

Director's name in Capitals ..... COMPANY.....

Director's signature ..... Date ...../...../.....