

Terms & Conditions.

Digital Media Systems is a trading name of Vesa Mount Ltd.

Hire Terms & Conditions

1. DEFINITIONS

In these terms and conditions the following words shall have the following meanings herein ascribed to them. 'The Company' shall mean Digital Media Systems which is a trading name of Vesa Mount Ltd. whose registered office is situated at 6 Ryecroft Lane, Brighouse, HD6 3TQ. 'The Customer' shall mean any party with whom the Company enters into a Contract. 'The Contract' shall mean the contract entered into between the Company and the Customer of which these terms and conditions shall form part. 'Equipment' shall mean the subject matter of the Contract of (as the case may be) any part thereof together with all packaging materials in respect thereof.

2. ACCEPTANCE AND RESPONSIBILITY

1) Acceptance by the Company of any offer for rental of Equipment is subject to these terms and they may not be varied save by agreement in writing by the Company.

2) The Customer accepts responsibility for:

- a) The selection of all Equipment.
- b) All Equipment during the period of rental as defined in the Clause 4.

3. RENTAL CHARGES & CANCELLATIONS

1) The Equipment will be charged at the Company's rental rates subsisting at the date of the Contract.

2) The Company reserves the right to alter its rental rates for the Equipment from time to time subject to giving the Customer not less than 4 weeks notice in writing of such alteration, for any equipment already on hire.

3) In the event of a customer making a hire booking and subsequently cancelling or reducing the order in any way the following rules regarding payment will apply. Where cancellation or alteration of the booking is made within the 7th full working day preceding the original hire uplift/delivery date and time, the hire will be charged in full as if it had proceeded.

Where cancellation or alteration of the booking is made within the 21st full working day preceding the original hire uplift/delivery date and time, the hire will be charged at 50% of the original hire fee.

In all cases where a hire booking is accepted as a "special" i.e. where Vesa Mount Ltd have to source additional equipment in order to satisfy the demands of a hire the full hire charge will be levied as if the hire had proceeded.

4. RENTAL PERIOD

1) The rental period will commence from the time the equipment is delivered to the customer or uplifted by the customer (whichever previously agreed) and will continue until the day on which the equipment is returned to the company's premises.

2) If the Customer fails to return the equipment to the Company's premises on or prior to the last day of the rental period referred to in the Contract or pursuant to terms agreed between the Company and the Customer the Contract shall be deemed to have been extended upon similar terms as to payment to those subsisting

immediately prior to its extension and the Contract shall subsist until the Equipment is returned to the Company's premises.

5. PAYMENT TERMS

Payment of all invoiced charges is strictly net 7 days from date of invoice. (Unless previously otherwise agreed). If the Customer defaults in making any such payment, then without prejudice to any other rights of the Company shall be entitled to charge interest on the amount of any outstanding payment from the date of invoice to the date of payment thereof at the rate of 3% over the base rate of The Bank of England as published on the date the charges are incurred. In addition an administration fee for this will be charged.

6. TRANSPORTATION AND PACKAGING

Delivery of Equipment

1) The Company shall determine the method of transport after consulting the Customer. The Customer will agree to the method of delivery when placing an order.

Return of Equipment

2) Prior to the return of the Equipment by the Customer to the Company in accordance with the conditions of the Contract, the Customer will agree with the Company return times and suitable transportation for the return of the equipment to the Company.

3) The Customer will be responsible for all transportation expenses including delivery and return of Equipment whether affected by the Customer or the Company.

Packaging

4) Packaging materials are chargeable in full if not returned to the Company upon expiration of the Contract.

7. ACCEPTANCE OF EQUIPMENT

1) Acceptance by the Customer of delivery of the Equipment shall be evidence that the Equipment has been delivered in accordance with the Contract. Within 8 hours of the delivery of the Equipment the Customer shall test the Equipment and in the event of the Equipment being faulty or not in accordance with the Contract, the Customer shall forthwith notify the Company by either email or telephone and give the Company details of the fault or deviation of the Contract terms. The Company will then inform the Customer of remedial action the Company will take.

2) For Equipment collected from the Company by the Customer, responsibility for the safekeeping of the Equipment shall pass to the Customer or his agent immediately upon the Customer or his agent signing a receipt for the Equipment.

8. LOSS OR DAMAGE

Upon the occurrence of any loss or damage to the Equipment the Customer shall forthwith notify the Company by either email or telephone and, if notified by telephone, shall confirm the same in writing. The Customer shall, on written demand by the Company, pay to the Company the full costs of replacement or repair of the Equipment within 7 days after the date of such demand. In the event of loss or damage, the rental charge shall continue to be paid. On receipt of payment for the full cost of replacement or repair the Company will replace or repair the Equipment as the case may be.

9. WARRANTY

The Company hereby warrants to the Customer that at the commencement of the rental period the Equipment complies with its manufacturer's description. The benefit of this warranty may not be assigned by the Customer to any other party. Any claim against Digital Media Systems in respect of any failure is limited to the value of the hire of the item which is has malfunctioned. No other claims will be considered.

10. USAGE OF EQUIPMENT

The Customer will in its use of the equipment observe all the manufacturer's and where appropriate, the Company's instructions and other regulations both statutory or otherwise that may be issued or may be enforced for the proper use thereof and shall be responsible for any damage caused to the equipment through failure to observe such instructions or regulations or failure to use the equipment in a proper manner.

11. LIABILITY AND INDEMNITY

1) The Customer shall be responsible for and hold the Company fully indemnified against any claim for loss, damage, injury or death to any company, firm or person arising in connection with the use by the Customer of the Equipment provided that such indemnity shall not extend to any liability of the Company for death or personal injury resulting from the negligence of the Company or its servants or agents.

2) Any damages to which the Customer may become entitled in any claim against the Company in any action whatsoever arising out of the Customer's use of the Equipment or pursuant to the Contract shall be limited in amount to the amount of the rental payments paid by the Customer for the Equipment to the Company as at the date on which the damages occurred.

3) Save as provided by the provisions of Section 55 of the Sale of Goods Act 1979 all guarantees, warranties, conditions or liabilities whatsoever whether expressed or implied by statute common law or otherwise are hereby excluded.

12. OWNERSHIP

The Equipment shall remain at all times the property of the Company and the Customer acknowledges that the Equipment is supplied to the Customer on a rental basis only.

13. DELIVERY DATES

Delivery dates are quoted without any liability to the Company and in respect of any such dates time shall not be of essence of the Contract, although every reasonable endeavour will be made to adhere to them. In no circumstances will the Company be liable for delay arising from any cause whatsoever.

14. VAT

All rental charges shown in the schedule are exclusive of VAT, which will be charged at the rate applicable at the relevant tax point date.

15. MAINTENANCE

1) The Company shall, at its expense, provide maintenance of and/or recalibration for the Equipment and shall either repair or replace Equipment, which becomes defective during the subsistence of the Contract through no fault of the Customer.

2) If the Equipment does not operate properly, the Customer shall notify the Company and request instructions before taking any remedial action or returning the same to the Company.

3) In the event of the Equipment requiring repair or recalibration as a result of Customer negligence, misuse or abuse then the Customer shall bear the cost of any such repair and/or recalibration.

4) Where Equipment needs maintenance and/or recalibration other than in circumstances referred to in Clause 15.3, rental charges will be credited to the account of the Customer for the period the Equipment is not in use.

16. CUSTOMER'S OBLIGATION

During the subsistence of the Contract, the Customer shall:

a) Keep the Equipment in the Customer's possession and under the physical control of the Customer;

b) Not keep the Equipment at any other address, other than that laid down in the hire contract, or move the Equipment in any manner except as authorised in writing by the Company, and, if so authorised, shall forthwith give written notification of the change of address or relocation to the Company;

c) Keep the Equipment in good condition and not subject the same to any misuse (including but not limited to use conflicting with the recommendations of manufacturers' of the Equipment) or unfair wear and tear and to use the same in a proper manner;

d) Permit the company and its authorised agents at all reasonable times to enter upon any premises (or vehicle) where the Equipment may be located for the purpose of inspecting, maintaining, repairing or testing the same;

e) Repay the Company on demand all costs, charges and expenses incurred in any way by reason of any breach of the Contract or other obligation of the Customer;

f) Preserve the Company's and/or manufacturer's identification number and/or mark and/or nameplate affixed to the Equipment either by the Company and/or the Manufacturer;

g) Maintain comprehensive insurance on the Equipment in its full reinstatement value with a reputable insurance company for loss or damage by any cause whatsoever until the said Equipment is received at the Companies premises.

17. PAYMENT GUARANTEE

The customer must provide the Company with a completed credit card/guarantee form unless a credit account has been approved in advance of the hire or a valid form is already in the possession of the Company. The guarantee may be used by the Company to ensure payment against the Customer's obligations for rental payments and the cost of any goods purchased, and for any other amounts due to the Company for hire, supply, late return, damage to or loss of any equipment or service supplied.

Description / Schedule of goods on hire:**Date from:** *as per email confirmation***Location:** *as per email confirmation***Total value of goods for Insurance purposes:** *as per email confirmation*

I am authorised to agree to the terms of this hire agreement and confirm that I have read and understood them.

On behalf of The Company:

Signed: *N. Walker***Printed:** N. Walker**Position:** Hire Stock Manager**Customer:** *Please confirm acceptance by replying to email*