

## PROLIGHTING LTD - TERMS AND CONDITIONS

By hiring equipment from ProLighting, you are agreeing to the following terms and conditions:

1. By placing an order, the Hirer shall be deemed to have accepted the terms and conditions of this agreement, which shall govern the provision of the Services to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the Renter).

2. Title to said equipment shall remain with ProLighting. Hirer has examined said equipment prior to signing this agreement and agrees that the same is the correct equipment ordered by Hirer and is in good order, condition and repair. The Hirer agrees to return said equipment to ProLighting (unless otherwise stated prior to the signing of agreement) on or before 10.00am on the day after the end of the Hire Period in the same good order, condition and repair, and to pay ProLighting the rental therein at the rate provided. The rental day shall commence on the day the equipment is delivered/collected to/by Hirer and shall continue until said equipment is returned. Hirer agrees to pay 1 additional days' rental if said equipment is not returned before 10.00h.

3. Hire Period: The Hire Period shall commence from the time stated in the order confirmation unless the Equipment is collected by the Hirer, in which case the Hire Period shall commence when the Equipment leaves our premises. The Hire Period shall terminate when the goods are received back at our premises.

(a) Provided that the Equipment is available, the Equipment can be collected after 16.00h the day before the Commencement of Hire starts and returned by 10.00h the day after the end of the Hire Period without incurring further charges.

(b) ProLighting will use all reasonable efforts to have each item of specified Equipment available for hire on the Commencement of Hire but shall not incur any liability in the event of any non-availability due to failure by another customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

### 4. Cancellation of Hire

After confirmation of rental (via email or in writing):

(a) If notice is given to terminate the rental order more than 24 hours before the agreed commencement time, there will be no cancellation charges.

(b) If notice is given within 24 hours of agreed commencement time, a charge equivalent to 50% of one day's rental charges will be levied.

(c) If no notice is given to cancel the hire; then a charge equal to the first day's hire rate will be made to the hirer's account.

(d) In all above cases, ProLighting reserves the right to charge fully for any equipment cross-hired to facilitate a rental.

5. Limitation of Liability: Hirer agrees that if any equipment rented hereunder is not suitable for the Hirers use or is defective in any way, that they shall have no claim against ProLighting for damages and Renter hereby waives rights to such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

5.1 If any film, disc, software or other media other than ProLighting's is damaged or destroyed, our liability will not exceed the value of the film, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the replacement cost of the damaged material.

6. Insurance Cover: It is a condition of hire that all equipment be comprehensively covered against loss, damage or theft by the Hirer from the commencement of the hire period until return.

A damage and loss waiver facility is available from ProLighting at a fee calculated at 15% percent of the total rental fee prior to any discount give. It is the Hirer's responsibility at the time of setting up their account to advise if this facility is required, otherwise it will be assumed that the Hirer has their own sufficient hired-in equipment cover in place. It should be noted that while the facility is comprehensive the Hirer is liable for an excess of £250 per item. The Hirer should be aware of the exclusions and in the event of any equipment being lost, stolen or damaged while on hire, the Hirer

will report any relevant details to ProLighting as soon as practicable and in event of any loss or theft make a report to the local police. ProLighting reserves the right to raise full replacement charges and loss of hire charges arising from damage or loss to rental equipment, the latter calculated at the daily hire rate, up to and including the date that the equipment is replaced in full.

### 7. Responsibility of Hirer

(a) Hirer agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures and observing all relevant Health & Safety regulations

(b) Hirer agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.

(c) It is the responsibility of the Hirer to arrange suitable supply of electricity for use with rented equipment at all times. Equipment must at all times be operated in accordance with the Electricity at Work Regulations 1989 (and all amendments therein).

8. If Hirer fails to return said equipment when due or fails to pay the rental therein, ProLighting may declare Hirer in default and shall have the right to repossess said equipment from Hirer and to recover all damages, accrued rental, cost and reasonable legal fees. Hirer hereby waives any claim for loss or damage from said repossession.

9. If after the return of said rental equipment ProLighting discovers that the same has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and will remain liable for any amount required to repair or replace such item, and any potential loss of hire charges.

10. In the event Hirer is in default under this rental agreement and action is commenced to enforce any right hereunder, ProLighting will seek to recover from the Hirer from the Hirer, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.

11. Digital capture/Storage: Unless otherwise instructed, all digital capture and back up is the responsibility of the hirer. If requested prior to hire, ProLighting will store digital capture for up to 30 days. Beyond this time charges will be applied according to ProLighting's current rates.

Note: ProLighting accepts no liability for loss or damage to stored or captured images during or after the Hire Period.

### 12. Force Majeure

ProLighting shall not be liable for any delay or failure to supply services or goods if such delays or failure result from events beyond its reasonable control or from third party actions including but not limited to breakdown of equipment or machinery, communications failure, floods, fire, strikes and acts of god.

### 13. Payment Terms

(a) Credit terms of 30-days can be offered at ProLighting's discretion following successful credit reference checks. Any hire provided under these credit terms is to be paid within 30 days of the invoice date.

(b) Failing credit checks or where no references are supplied an Advance Account will be opened requiring payment upfront prior to each hire.

(c) All first time hires must be paid in full 24 hours before the first day of rental.

(d) All companies not registered to a UK address will be subject to an Advance Account.

(e) If payment is not made in accordance to the above mentioned terms, the hirer will forfeit their right to any agreed discount. ProLighting Ltd reserves the right to cancel any booking not adhering to the above terms.

### 14. Privacy Statement

We take our Clients privacy seriously and will only use any Personal or Company information, and any other information received, to provide the products and services that you have requested from us and to administer your account.