

Terms and Conditions

1 In this agreement the following terms shall have the meaning hereby respectively assigned to them.

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| Accessories: | The spare wheel, tools and any other item with which the vehicle is supplied and any replacements thereof. |
| Equipment Hire Terms: | Where applicable, the terms and conditions that apply to the Hire of Equipment to which the Job Number referred to in the Particulars overleaf relates. |
| Driver: | The Hirer and/or other person named as such and approved by Arri lighting Rental Ltd. |
| Hirer: | The person/company named in the Particulars overleaf. |
| Insurance: | The motor insurance taken out in respect of the Vehicle on a fully comprehensive basis by the Lessor. |
| Lessor: | Arri Lighting Rental Ltd. |
| Particulars: | The Particulars overleaf. |
| Rental Charges: | The hire charges for the rental period calculated in accordance with the current tariff. |
| Rental Period: | The period from the date overleaf until the re-delivery of the vehicle into the physical custody of Arri Lighting Rental Ltd. |
| These Terms: | The terms and conditions set out in this document and (where applicable) the Equipment Hire Terms . |
| Vehicle: | The original vehicle or vehicles described the Particulars overleaf and/or any replacement vehicle. |

2 Basis of this Agreement

- 2.1 These Terms for the basis of a binding agreement between the Hirer and the Lessor;
- 2.2 Where the hire of the Vehicle is part of the hire of Equipment, the Equipment Hire Terms are expressly incorporated in this Agreement to the extent they relate to the Vehicle.

3 Hirer's Obligations:

3.1 The Hirer agrees to check and maintain:

- (a) The tyre air pressure and condition
- (b) Oil and fluid levels in the Vehicle and generator (If applicable)
- (c) The tightness and condition of the wheel nuts.

4 Hirer's Acknowledgement

4.1 The Hirer:

- (a) Agrees to return the Vehicle and the Accessories to the place and on the date specified in the Particulars.
- (b) Acknowledges that the Vehicle free from any defects or damage (except as indicated on the check out sheet)
- (c) The Lessor has no liability in respect of any injury, loss, or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties.
- (d) The Lessor shall not be liable for damages arising from defects or mechanical failures due to the Hirer's improper and or unreasonable use of the vehicle.
- (e) The Hirer agrees that in the event of any accident or incident then any Insurance excess charge on any claim will be paid in full to the Lessor on demand.

5 Insurance

5.1 The Hirer shall be responsible in arranging its own comprehensive 'Goods in Transit' insurance cover.

5.2 The original document of such insurance and evidence of payment of the last premium must be supplied to Lessor for inspection before the hire commences.

5.3 During the Hire Period the Hirer shall keep the Vehicle, Accessories and goods in his or any approved driver's possession and free from legal process or lien and when not in use adequately protected and secured.

5.4 The Hirer shall, and shall procure that Driver shall, ensure that the Vehicle is not used:

- (a) For hire and reward.
- (b) For racing, pace making, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or any other object in any manner which might render void the Insurance.
- (c) For any illegal purpose or in contravention of any legislation affecting the Vehicle, its use, or construction.
- (d) By any person other than the Driver and that the driver shall not take possession of control of the Vehicle whilst under the influence of drink or drugs.

5.5 The Hirer warrants to the Lessor that the Driver is the person who he says he is and has given a fictitious name or address, and the Driver has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire outside England, Wales or Scotland without written consent of the Lessor.

5.6 The Hirer agrees to pay on demand:

- (a) The rental charges.
- (b) Any appropriate Insurance Excess Waiver or miscellaneous insurance charges.
- (c) All costs, penalties, charges, fines and court costs incurred in relation to the Vehicle by the hirer or lessor from the commencement of the rental until the Vehicle is returned to the lessor, except where caused through the fault of the Lessor.
- (d) Any value added tax, local, or other taxes payable in respect of any of the above.

5.7 Unless covered by Insurance, the Hirer shall compensate the Lessor in full on demand for any loss it suffers, including loss of revenue to the Lessor for the period during which the Vehicle shall remain unavailable for rental for whatsoever reason, including but not limited to any claims made by any persons in respect of the Vehicle whilst in the Hirer's custody or control.

5.8 The Hirer undertakes that the Hirer and any Driver shall:

- (a) Ensure compliance with the terms, conditions, and limitations of the Insurance and any insurance policy taken out by the Hirer covering goods contained therein.
- (b) Inform the Lessor immediately of any loss or damage to or fault developing in the Vehicle.
- (c) At the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purposes of repairing, maintaining the Vehicle or enforcing any rights or remedies or obtaining relief from other parties in respect of loss or damage to or in connection with the Vehicle or Accessories.
- (d) Indemnify the Lessor against any loss incurred by reason of any breach of this agreement by the Hirer or any Driver.
- (e) Ensure maximum payload and individual axle plated weights are not exceeded.
- (f) Be responsible for loading and unloading the Vehicle when away from the Lessor's premises.

6. If the Hirer does not comply with These Terms he shall return the Vehicle to the Lessor immediately and pay to the lessor on demand any loss it suffers in respect of the Hirer's non-compliance, failing which the Lessor shall be at liberty to retake possession of the Vehicle and all costs and expenses incidental to recovery of the Vehicle shall be by the Hirer to the Lessor on demand.

7. Any addition to or alteration to these Terms must be agreed in writing by the parties.

8. Nothing in these Terms shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or any other liability on the part of the Lessor, which cannot be excluded as a matter of law.

THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT

Registered Office: Unit 2 Highbridge, Oxford Rd, Uxbridge, Middlesex, UB8 1LX. Company No: 1851715