

Terms and Conditions

1	Interpretation	7.4	The Hirer shall indemnify SOLA against all loss or damage to the Equipment not recoverable under the Insurance Policy
1.1	In this Agreement the following words shall have the following meanings;	7.5	The Hirer shall (within 24 hours of the occurrence) give written notice to SOLA of any occurrence, which will or may give rise to a claim being made on the Insurance Policy. The Hirer shall not compromise any claim without the consent of SOLA, shall allow SOLA to take over the conduct of negotiations and shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with SOLA) as SOLA shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for SOLA and paying or applying the same as SOLA directs.
1.2	"The Commencement of Hire " means the date when the Equipment leaves SOLA's premises or is collected by the Hirer;	7.6	Notwithstanding clause 7.1 to 7.5 where SOLA arranges insurance in respect of the Equipment, the following terms shall apply:
1.3	"Deposit" means a deposit to the full value of the Equipment in the amount specified in the Order Confirmation;	7.6.1	The premium for such insurance shall be charged to the Hirer, in addition to the Rental Charges, at 15% of the total Rental applicable to the Equipment insured;
1.4	"Equipment" means the equipment specified in the Order Confirmation and includes any accessories replacement or substitute equipment;	7.6.2	Basis - All risks on all Equipment;
1.5	"Insurance Policy" means a comprehensive insurance policy with an insurance company of good repute or with Lloyd's Underwriters against loss or damage to the Equipment from all risks usually covered by comprehensive insurance of products of the type of the Equipment (including third party risks);	7.6.3	Geographical Limits - Europe, subject to prior declaration of where the Equipment is to be taken;
1.6	"Hire Period" means the period of hire specified in the Order Confirmation which shall commence on the Commencement of Hire and shall end on the date on which the Equipment is delivered back to SOLA;	7.6.4	Maximum Rental Period - two months, longer subject to negotiation;
1.7	"Order Confirmation" means the Order Confirmation appended here;	7.6.5	Excess - first £250 each and every loss, for which the Hirer shall be responsible;
1.8	"Rental" means the rental stated in the Order Confirmation	7.6.6	Where SOLA incurs loss, damage or expense as a result of loss of or damage to the Equipment during the Hire Period, and such loss, damage or expense is not recoverable under the insurance arranged by SOLA, the Hirer shall be liable for and shall indemnify SOLA against such loss, damage or expense;
1.9	"SOLA" means Solalights Limited (Company No. 5013016) whose registered office is at 9 Argyll Mansions, Hammersmith Road, London W14 8QG.	7.6.7	Any loss must be reported to the local police within 24 hours, and immediately thereafter to SOLA;
2	Rental	7.6.8	Exclusions
2.1	If the Hirer is not an Account Hirer the Hirer will pay the Rental to SOLA on or before the Commencement of Hire. If the period for which the Equipment is hired exceeds the period specified in the Order Confirmation then as from the due expiration of the Hire Period and until such time as the Equipment is delivered back to SOLA the Hirer will pay by way of recompense for the continued use of the Equipment a daily sum (payable in arrears) at the same rate per annum as the Rental payments previously due in respect thereof. This clause shall not confer upon the Hirer any right to the continued use or possession of the Equipment beyond the Hire Period.	(i)	damage caused by corrosion, excessive heat, dampness or physical mistreatment;
2.2	If the Hirer is an Account Hirer;	(ii)	damage occasioned by or resulting from nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;
2.2.1	the Hirer will be invoiced monthly in arrears and shall pay the Rental for the hiring of Equipment in the previous month within 28 days of the date of invoice;	(iii)	property damaged as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation;
2.2.2	the Hirer shall pay to SOLA interest at the rate of 4% per month on all sums due which are not paid within 28 days of the date of invoice; and	(iv)	damage arising from: - riot or civil commotion occurring elsewhere than in the United Kingdom, the Channel Islands or the Isle of Man;
2.2.3	further orders will not be accepted if the account is not settled within 28 days of the due date for payment	(v)	damage to glass, flash tubes and bulbs and other fragile or brittle articles unless caused by fire, theft or accident to the conveyance in which the property insured is being held;
2.3	If the Hirer retains the Equipment beyond the Hire Period without first obtaining the permission of SOLA then the Hirer shall be in breach of this Agreement such that SOLA may exercise its rights of termination under Clause 9 below.	(vi)	damage to the property carried on the outside of vehicles unless as a result of overturning or collision;
2.4	the Hirer will pay a daily sum (payable in arrears) at the same rate per annum as the Rental for any period during which any item of Equipment is out of use as a result of any accident involving the Equipment.	(vii)	damage or loss as a result of negligence; damage to electrical components as a result of connectors not being locked or pushed properly together;
2.5	The Rental and other payments payable under this Agreement are exclusive of any Value Added Tax. The Hirer agrees to pay any Value Added Tax thereon provided that SOLA provides to the Hirer a full and valid Value Added Tax invoice in respect of any such supply.	(viii)	consequential loss of any description.
3	Deposit	8	The Hirer acknowledges and accepts such terms and agrees that it shall not, for the duration of the Rental Period, do or omit to do any act or thing which would or may vitiate or invalidate such insurance policy and/or jeopardize the prospect of a successful claim in respect of any loss of or damage to the Equipment.
3.1	If a Deposit is specified as being required in the Order Confirmation the Hirer will pay it to SOLA in the form of cash, banker's draft, or some other form of security acceptable to SOLA, prior to the Commencement Date.	8.1	Limitation of Liability SOLA shall have no liability under or arising out of breach of or negligence to the Hirer or to any other person firm or company in respect of any claim whatsoever arising in connection with the acquisition use operation or possession of the Equipment including (without limitation) any claim for consequential loss or consequential damage other than liability (if any) of SOLA for death or personal injury arising out of negligence on the part of SOLA.
3.2	SOLA will be entitled without prejudice to its other rights under this Agreement to cash the Deposit and credit it to its account in the event that and to the extent that the Hirer shall fail to discharge in a timely manner any of its obligations hereunder.	8.2	The Hirer shall indemnify SOLA against all claims or actions by and/or loss or damage to any other person, firm, company or property directly or indirectly connected with the acquisition use operation or possession of the Equipment whether such claim action loss or damage arises from breach of contract or of third party rights or otherwise and such indemnity shall continue in force notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.
3.3	SOLA shall on the expiry of the Hire Period refund to the Hirer any portion of the Deposit not required to discharge the Hirer's liabilities as aforesaid.	8.3	SOLA will not be liable for any loss suffered by the Customer as a result of trade disputes, difficulties in obtaining Equipment or components from suppliers, or manufacturers or anything otherwise outside the control of SOLA;
4	Hirer's Obligations	8.4	SOLA will not be liable for damage to the Equipment after delivery to the Hirer or to a carrier nominated by the Hirer or to any person acting under authority of the Hirer either expressed or implied or for any damage to Equipment caused by any delay in delivery, adverse weather conditions or unsuitable storage after the Equipment has left the premises of SOLA.
4.1	The Hirer shall;	8.5	In no circumstances shall the liability of SOLA to the Customer (under this agreement or otherwise) exceed the invoice value of the Contract to SOLA.
4.2	inspect and satisfy itself as to the condition and suitability of the Equipment before it is accepted.	9	Termination
4.3	keep the Equipment in its custody and control	9.1	If the Hirer shall fail to pay any Rental or other sum payable under this Agreement within 7 days of its becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of this Agreement then in each and every such case SOLA may terminate by notice in writing this agreement without prejudice to any antecedent breach by either party.
4.4	not take or allow any of the Equipment to be taken out of the United Kingdom mainland without receiving the prior written authority of SOLA and, in the event of that authority being given, only on such terms as SOLA deems fit;	9.2	If any of the following events shall occur, namely:
4.5	ensure that the Equipment is used in a skilful and proper manner and only by persons having the appropriate qualifications and experience and who are familiar with the Equipment and not on any abnormal or hazardous assignment;	9.2.1	if any distress, execution, or other legal process shall be levied on or against the Equipment or any part thereof or against any premises where the same may be or against any of the Hirer's goods or other property or the Hirer shall permit any judgment against it to remain unsatisfied for 7 days, or
4.6	not use or permit the Equipment to be used for any purposes for which it is not expressly designed;	9.2.2	if the Hirer, being an individual, shall die, shall suffer an interim order (within the meaning of the Insolvent Act 1986) to be made against him or shall enter into a voluntary arrangement or suffer the making of a statutory demand or the presentation of a petition for a bankruptcy order; or
4.7	not use or permit the Equipment to be used for any illegal purpose whatsoever;	9.2.3	if the Hirer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointments of an Administrator under the provision of Part II of the Insolvency Act 1986, or shall be deemed by virtue of s5 18 of the Companies Act 1985 to be unable to pay its debts,
4.8	take proper care of the Equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including (but not limited to) the effect of the elements and interference from strangers;	9.3	then in each and every such case the Hirer constituted by this Agreement shall ipso facto and without notice terminate and no payment subsequently accepted by SOLA without knowledge of such termination shall in any way prejudice or affect the operation of this clause.
4.9	not remove or interfere with any identification marks affixed to the Equipment nor attempt to do so nor permit the same;	9.4	The Hirer shall upon any termination under clauses 10.1 or 10.2 above pay to SOLA all arrears of Rental (if any) then due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable from the due date of payment until payment (as well as before judgement) at the rate of 2 per cent per month. The termination of the hire constituted by the Agreement shall not affect any rights of SOLA or liabilities of the Hirer subsisting at the date of termination.
4.10	not deface the Equipment in any way whatsoever;	9.5	On termination of the hire however or whenever occasioned or on expiry of the Hire Period, the Hirer shall no longer be in possession of the Equipment with SOLA's consent and shall (unless otherwise agreed with SOLA) forthwith return the Equipment (including accessories where fitted) to SOLA at such address as SOLA may direct in good order and in good working condition and at the Hirer's expense and risk. Without prejudice to the foregoing or to SOLA's claim for any arrears of Rental SOLA or its authorised representatives may at any time after such termination or expiry of the Hire Period without notice retake possession of the Equipment and for such purpose enter upon any premises belonging to or in the occupation or control of the Hirer and the Hirer shall be responsible for all costs, charges and expenses so incurred in retaking possession of the Equipment as aforesaid. The Hirer shall also bear the reasonable costs incurred by SOLA at any time in ascertaining the whereabouts of the Equipment and/or the Hirer.
4.11	not effect any mechanical or other modification to the Equipment, make any alterations or additions, fit any accessories or non-standard parts (for the avoidance of doubt any such additions alterations or modified parts which may be made (whether with or without consent) shall become part of the Equipment and shall belong to SOLA);	10	Force Majeure
4.12	pay the cost of the repair or rectification of any damage to the Equipment resulting from negligence or improper use of the Equipment by the Hirer or any person permitted by the Hirer to use the Equipment;	10.1	Although SOLA will use all reasonable endeavours to discharge its obligations hereunder in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.
4.13	not sell, assign, mortgage, let on hire or otherwise dispose of or part with possession of any Equipment or part thereof or charge the benefit of this Hire Agreement nor attempt or purport to do so;	11	Forbearance
4.14	have no rights to the Equipment other than as Hirer and the Hirer shall not do or permit to cause to be done anything whereby the rights of SOLA in respect of the Equipment are or may be prejudicially affected;	11.1	No forbearance indulgence or relaxation on the part of SOLA shown or granted to the Hirer in respect of any of these terms and conditions shall in any way affect diminish restrict or prejudice the rights or powers of SOLA hereunder or operate as or be deemed to be a waiver or any breach by the Hirer of these terms and conditions.
4.15	notify SOLA of any change in the Hirer's address and upon request by SOLA promptly inform SOLA of the whereabouts of the Equipment;	12	Concurrent Remedies
4.16	return the Equipment (including any spare lamps or the failed original lamp fitted to the Equipment or pay to SOLA the cost of each lamp) at the end of the Hire Period in the same condition it was in at the commencement of the Hire Period and pay to SOLA all and any loss suffered as a result of loss or damage to the Equipment (being the lesser of the full replacement cost of the Equipment or of reinstating the Equipment to the condition it was in at the commencement of the Hire Period) and (without limitation to the foregoing) the Hirer shall pay hire charges for the period during which the Equipment (or its replacement) is unavailable for hire as a result of such loss or damage; and	12.1	No right or remedy herein conferred upon or reserved to SOLA is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing and may be enforced concurrently therewith or from time to time.
5	Repairs	13	Notices
5.1	If the Equipment or any part is in need of adjustment or repair or if there are any accidents or incidents involving the Equipment or any part thereof;	13.1	Any notice hereunder shall be in writing and may be served by sending it by fax or 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 in the case of fax that the fax has been sent and in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective in the case of fax on the next business day following the day on which the fax was sent and in the case of posting at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.
5.1.1	the Hirer shall give notice to SOLA by telephone (followed by confirmation in writing to be received by SOLA within five days) and, in the case of adjustment or repair for which SOLA is responsible, permit SOLA and its agents access to the Equipment to inspect test adjust repair alter or replace the same;	14	Waiver of Set-Off
5.1.2	pay all costs of inspection, loading, unloading and transport and other labour costs and replacement parts or other materials in connection with the carrying out of the adjustments or repair the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof and for the avoidance of doubt should the Hirer request that any repair be carried out on location then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Hirer. Rental shall continue to be payable as if the Equipment had not been in need of adjustment or repair	14.1	The Hirer hereby waives all and any future claims and rights of set-off against any instalment of Rental or any payment due hereunder and agrees to pay the Rental and other amounts hereunder regardless of any equity, set-off or cross-claim on the part of the Hirer against SOLA.
5.2	(if an item of Equipment becomes temporarily unworkable (other than as a result of accident, damage, theft or vandalism)) either (at SOLA's discretion);	15	Construction
5.2.1	subject to availability after the receipt of notification from the Hirer replace as soon as is reasonably possible the item of Equipment; or	15.1	Where there are two or more parties to the Hire Agreement as Hirer their liability hereunder shall be joint and several. In these terms and conditions and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.
5.2.2	carry out the necessary adjustment or repair on site or at its discretion shall arrange for the removal of the Equipment or part or parts thereof to SOLA's premises for adjustment or repair in which event of SOLA may at its option adjust or repair or redeliver the Equipment or such part or parts thereof or determine this Contract forthwith in relation to the Equipment or part thereof;	16	Governing Law
6	SOLA's Obligations	16.1	These terms and conditions shall be governed by and construed in accordance with the Laws of England. SOLA and the Hirer irrevocably submit to the exclusive jurisdiction of the English Courts.
6.1	SOLA shall;		
6.2	use all reasonable endeavours to have the Equipment available for delivery or collection on the date requested by the Hirer at the time of order but SOLA shall not incur any liability whatsoever in the event of any delay;		
7	Insurance		
7.1	Risk of loss or damage to the Equipment shall pass to the Hirer upon delivery and SOLA requires that all Equipment on hire is covered by an Insurance Policy		
7.2	The Hirer shall;		
7.2.1	produce the Insurance Policy to SOLA before the Commencement Date		
7.2.2	on demand show to SOLA the Insurance Policy the premium receipts and insurance certificate		
7.2.3	not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the Insurance Policy or do or allow to be done any act or thing whereby the Insurance Policy may be invalidated.		
7.3	If the Hirer does not pay the premium in respect of the Insurance Policy SOLA may pay such premium and the Hirer shall repay the amount of the premium to SOLA on demand.		