



Green Kit Ltd
Unit 4 Chapman Park Industrial Estate
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General

The terms and conditions set out below shall be the basis of all Contracts of Hire between Green Kit (the Owners) and any person, persons or company (the Hirer) of lighting and associated equipment and accessories.

Responsibility

- 1 The Hirer shall give such proof of her/his identity, as Green Kit shall reasonably require.
- 2 The person who signs the hire contract and pays for the hire assumes the full financial responsibility for the equipment until it is returned. Any late return of equipment may be charged at our discretion.
- 3 All Damage to the equipment shall be reported to Green Kit within 24 Hours of such damage occurring.
- 4 The insurance liability for any lost, stolen or damaged equipment is with the customer. We retain the right to charge for any losses (material or financial) or damage to equipment whilst on hire. Daily loss of earnings will be charged until such equipment is replaced or repaired. Loss of earnings is charged at the equipment daily rate.
- 5 The client and guarantor shall take all reasonable precautions to avoid loss/damage to the equipment during the period of hire.
- 6 The client & guarantor are responsible for the safe handling of equipment. Repair or replacement costs for the registered retail value of the equipment plus processing costs will be billed to the debtor and/or guarantor for damage or loss while the equipment is in the client's possession.
- 7 It is the client's responsibility to test and examine all hired equipment to determine it is in good working order and in a condition
- 8 fit for the client's purpose. All equipment must be tested on Location or at Green Kit premises.
- 9 The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note.
- 10 The equipment shall always be the responsibility of the Hirer when in the Hirer's possession, and in the event of loss of goods or any item thereof from whatsoever cause or reason, shall immediately pay to the owner the full costs of replacement, packaging and administration.
- 11 Green Kit shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of Equipment by the Hirer.
- 12 It is the hirer's responsibility to make sure all operators are fully qualified to operate any equipment hired from Green Kit. The company cannot accept any responsibility for any accidents or damage caused by incorrect use of hired equipment.
- 13 The Hirer shall use or cause to be used the Equipment in a skilful and proper manner and shall at their own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.

The Period of Hire

- 14 The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Green Kit) and shall terminate when equipment is returned to Green Kit and a receipt given.
- 15 . It is the responsibility of the hirer to obtain such receipt for the return of equipment, which will represent sole evidence of the return of equipment to Green Kit.
- 16 The equipment must be returned (or made available for collection) at the time and date specified in the Agreement Form, unless in the meantime the Owners have agreed to an extension.
- 17 Extension of hire must be notified to the Green Kit at least 24 hours before the end of the original hire period.
- 18 Cancellation fees may be levied at the Owner's discretion if the Client fails to provide at least 48 hours' notice of cancellation.
- 19 For hire items a day is a 24-hour period starting at 7am.
- 20 Hire charges for equipment are calculated from the time the equipment leaves Green Kit's premises until the end of the period of hire or when the equipment is returned to Green Kit's premises, whichever is the later.

Pick Up and Delivery

- 21 Equipment must be picked up by 6pm the day before hire commences and must be returned by 11am the day following the agreed last day of hire.
- 22 A call-out fee may be charged for after-hours pick up or delivery to cover staff overtime and associated costs.
- 23 Courier charges are applied to equipment delivered or collected by the Owners whether in Green Kit vans or transport supplied by a third party.

Payment

- 24 Payment of hire charges must be made by credit, debit card or BACS prior to the commencement of the hire period unless an account has been established with the Owners.
- 25 Payment for hire is required upon collection of equipment unless otherwise agreed with the Owners. Any Administration and legal costs involved in pursuing an overdue account will be charged to and paid by the client or guarantor.
- 26 Payment for hire shall be made within thirty days of invoice with the exceptions of payments for consumables, damages and any other costs incurred during the shoot which payments should be made within seven days of invoice. Payments must be made in £ sterling.
- 27 The Owners reserve the right to refuse to hire equipment to the client if payment is later than specified in the agreement or not made in full.
- 28 If the Hirer shall default in punctual payment of the sums to be paid by it for the hire of the equipment or shall fail to observe or perform the terms and conditions of the agreement on its part to be observed and performed or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the Owner's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine (without any notice or other act on the part of the Owner and notwithstanding that the same or like nature) and it shall thereupon be lawful for the Owner to retake possession of the equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof

Cancellation

29 Green kit reserves the right to charge a cancellation fee of up to 50% of the hire charge for any cancellations made less than 48hours before the beginning of the hire.

Insurance

- 30 The hirer shall keep the equipment insured against fire, loss, damage or risk from any cause arising in the full replacement value thereof & will permit the Owner at all reasonable times to have access to the equipment and to inspect the state & conditions thereof. A copy of the insurance certificate shall be given to Green Kit.
- 31 If the equipment shall be injured or destroyed by fire, all monies received or receivable in respect of such insurance as aforesaid shall forthwith be received by the Owner who shall, as the case may require, apply such monies either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substitute articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall have been substituted.
- 32 The sum insured must not be less than the current value of 'same week' replacement of equipment.
- 33 Where you are more than one person or entity this agreement is binding on each of you jointly and severally.
- 34 The hirer shall not remove equipment from the UK without obtaining the Owner's consent in writing specifying the country to which the equipment is to be removed and in such event the Hirer shall pay additional insurance in respect of such removal of the equipment and shall indemnify the Owner against all customs duties, taxes or other pecuniary levies either as a result of removal of, or return of the equipment from UK and shall pay to the owner, if required, 10% of the value of the equipment supplied by way of a deposit, each sum to be returned to the Hirer at termination of hiring by Owner after deduction of any monies due by the Hirer to the Owner.
- 35 Any waiver or other indulgence granted by the Owner shall not affect the strict rights of the Owner under these terms.
- 36 Responsibility for shipping, preparation of Carnet & Customs documents & lodging of any bonds shall be entirely that of the hirer except by prior agreement with Green kit.

I have read the terms and conditions and I agree.

Sign and Print Name:

Date:

Green Kit Ltd Company No. 7188033
Registered office: 15 Clarence Road, London NW6 7TG