



TERMS AND CONDITIONS OF HIRE

The following conditions are applied to the hirer of equipment/goods supplied by GLO Film Lighting Limited.

GLO Film Lighting Limited shall not be liable for any delay in, or failure to, perform any of its obligations here under if the delay or failure is caused by circumstances outside the reasonable control of the company.

Interpretation

In this contract the following words have the following meanings:

“The Hirer” means the person, customer, firm, company, representative of a firm or company, or other individual or organisation hiring equipment from GLO Film Lighting Limited

“Hire Period” means the period commencing when the hirer holds the hired equipment on hire (including Saturdays, Sundays, Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of equipment by the hirer into GLO Film Lighting Limited possession; or (ii) the physical repossession or collection of hired equipment by GLO Film Lighting Limited.

“Force Majeure” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events.

“Hire Goods” means any Machine, Article, Tool, Equipment, Vehicles, Plant Inc Generators and/or device together with any accessories specified in a Contract which are hired to the Customer.

“Cross Hired” means the hiring of equipment by GLO Film Lighting Limited from other equipment rental providers/suppliers on behalf of the hirer.

The Hirer agrees to the following:

Basis of Contract

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 hirer).



2. The equipment on hire belongs to GLO Film Lighting Limited, unless the invoice states the goods are purchased in which case, they belong to GLO Film Lighting Limited until payment has been received by GLO Film Lighting Limited in full.
3. The hirer shall take good care of the equipment and ensure it is used in a proper manner by persons having the necessary experience, training and or qualifications. No attempt should be made to adjust, interfere with, or repair the equipment. A surcharge will be added to the hire in the event of such evidence found on the equipment upon its return and may also include a charge for the recalibration of the equipment or specialist cleaning required.
4. The hirer holds full responsibility for all equipment hired from GLO Film Lighting Limited as shown on quote up to and including lighting equipment, generators, and transport. No responsibility can be passed on to other persons or third parties.
5. The Hirer will be required to provide insurance to cover hired in goods up to and included for cost of replacement value as new of the hire.

Payment

1. The amount of any deposit, rental and/or charges for any services shall be as quoted to the hirer or otherwise as shown in GLO Film Lighting Limited current price list from time to time. Where a deposit is required for the hire goods it must be paid in advance of the hirer hiring the hire goods. GLO Film Lighting Limited may also require an initial payment on account of the rental in advance of the hirer hiring the hire goods.
2. The hirer is to pay the rental, charges for any services, monies for any products and/or any other sums payable under the contract to GLO Film Lighting Limited at the time period of 30 days unless agreed otherwise prior to engagement of hire. GLO Film Lighting Limited prices are, unless otherwise stated, exclusive of any applicable VAT for which the hirer will be additionally liable.
3. Payments by the hirer on time and in accordance with the contract are an essential condition of the contract. Payment will not be deemed complete until GLO Film Lighting Limited has received cleared funds in respect of the full amount outstanding.
4. If the hirer fails to make any payment in full on the due date GLO Film Lighting Limited may charge the hirer interest on the amount unpaid at the daily rate of 8.5% per annum, this shall be charged daily until payment is made in full. Additional admin charges maybe add at Glo Film Lightings discretion.
5. If the hirer fails to make payment in full on the due date without consulting GLO Film Lighting Limited, we reserve the right to remove any discount originally given at time of quote.
6. The hirer shall pay all sums due to GLO Film Lighting Limited under this contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
7. GLO Film Lighting Limited may set a reasonable credit limit for the hirer. GLO Film Lighting Limited reserves the right to terminate or suspend the contract for hire of the hire goods and/or the provision of services if allowing it to continue would result in the hirer exceeding its credit limit or the credit limit is already exceeded.
8. The hirer will pay GLO Film Lighting Limited an extra charge for each day the equipment is retained after the agreed date, which will not end until the equipment has been returned to Go Film Lighting Limited.



Delivery, Collection and Services

1. The hirer will notify GLO Film Lighting Limited as soon as possible if the equipment needs to be kept for a longer period than originally agreed; in such circumstances the extended period of equipment hire cannot be guaranteed and is dependent on availability and approval by GLO Film Lighting Limited.
2. The hirer will notify GLO Film Lighting Limited immediately if any damage is caused to the equipment.
3. The hire period will not be terminated until the equipment is returned to GLO Film Lighting Limited premises, at the hirer's expense, unless a collection charge has been arranged by GLO Film Lighting Limited.
4. Fair wear and tear is accepted, provided that if the equipment is lost, damaged or destroyed the hirer will pay GLO Film Lighting Limited the loss of hire charge (thirteen weeks loss of hire cover), until the equipment is fully replaced, repaired or recovered (where appropriate) and delivered to GLO Film Lighting Limited premises by the hirer.
5. If any services are delayed, postponed and/or are cancelled due to the hirer failing to comply with its obligations, the hirer will be liable to pay GLO Film Lighting Limited additional standard charges from time to time for such delay, postponement and/or cancellation except where the hirer is acting as a consumer and the delay is due to a Force Majeure event.
6. The equipment is supplied to the hirer at the hirer's risk in all respects. This may include unforeseen events during delivery including transportation and delivery failure. If being delivered, in the event of equipment failing to arrive at an agreed time to a hirer, GLO Film Lighting Limited will endeavour to re-arrange all of the hire period to an appropriate time and date.
7. The company director of GLO Film Lighting Limited holds the right for any company worker to enter upon any premises on which equipment is believed to be kept, for the purpose of recovery of equipment. At the end of the termination date, the hirer shall compensate GLO Film Lighting Limited for any cost of having to recover equipment in this way including lost revenue.
8. The conditions are taken as accepted, on collection from or delivery by GLO Film Lighting Limited.
9. GLO Film Lighting Limited is responsible for the repair and maintenance of their equipment and ensuring that all equipment is hired out in good working order and this is acknowledged without charge to the hirer provided that such maintenance has not occurred by misuse or damage whether accidental or otherwise.
10. Mileage will be charged by the mile from collection or leaving of business address until returned to business address. This will be charged at £1.20 per mile as outlined within the quote.
11. ULEZ Fees will be payable by Hirer were applicable if hirer is hiring the van as part of the contract with GLO Film Lighting.
12. Congestion charge, Dart charge will be payable by hirer if driver deems it necessary to use these zones while working under the hirer's engagement.
13. Consumables will be charge for as laid out within the quote.



14. Cost for receiving and returning kit (i) Freelance drivers time will be charged at the drivers agreed overtime rate of the agreed daily rate to and from and location by driver unless agreed otherwise. This will be bookable by the driver themselves not as part of kit hire. OR (ii) A delivery and or collection charge is applicable if agreed prior to engagement by hirer and Glo Film Lighting.
15. The production is liable for any driving charges, penalties, fines for all freelance drivers. For employees of GLO Film Lighting the hirer are liable for and penalties or fines if received in the need /requirement of the job.

Liability and Insurance

1. The hirer will inform GLO Film Lighting Limited of any actions being taken against the company, the director or any employee/s (actions such as injury claims).
2. Any equipment left within GLO Film Lighting Limited offices, either on hold or for repairs not collected within three months will be disposed.
3. GLO Film Lighting Limited supplies equipment materials and special services in circumstances where it is customary for such essentials to be supplied at the hirer's risk and where the hirer is required to provide insurance cover.
4. By the hirer placing an order via phone or email the hirer constitutes a business transaction, thus creating an agreement into which both parties are freely entering.
5. Any advice issued instruction, guidance, or statement in connection with or relation to the use and application of any equipment/materials or services supplied by GLO Film Lighting Limited or direct staff, technical staff or customary agents, is given only on the condition that GLO Film Lighting Limited shall in no circumstances be liable for any loss or damage of any kind.
6. The agreement between GLO Film Lighting Limited and the hirer relies solely on the terms of these conditions and no representation or otherwise shall bind GLO Film Lighting Limited and no statement from any representative of GLO Film Lighting Limited shall vary these conditions unless a representative statement is made in writing and signed by the director of GLO Film Lighting Limited.
7. GLO Film Lighting Limited will endeavour to supply the hirer with replacement equipment if at any time during the hire period the equipment cannot be effectively repaired or maintained as a result of any mechanical or electrical fault. GLO Film Lighting Limited liability in this respect shall be subject to availability of replacement of such equipment.
8. GLO Film Lighting Limited shall not be liable for interruption or cancellation of work (filming/production or otherwise) if it fails to secure and supply replacement equipment of any sort. For replacement equipment due to the above reason a notification via email must be received, where possible, before the equipment can be released.
9. Equipment will be delivered to the original address at time of booking unless an alternative delivery arrangement is agreed between GLO Film Lighting Limited management and the hirer by phone or email within reasonable time given.
10. Insurance cover: The hirer undertakes responsibility for insuring all hired goods/equipment against "all risks" to full replacement value. Any loss or damage to the equipment is to be reimbursed to GLO Film Lighting Limited by the hirer to the



- full replacement value thereof. The hirer must have self-arranged insurance cover, a copy of the insurance cover note is required before collecting/engaging in hire of equipment from GLO Film Lighting Limited and MUST show 'HIRED IN GOODS VALUE' in the document. Insurance for sixteen weeks loss of hire, or up to and including the day of replacement equipment is received by GLO Film Lighting Limited for any damaged equipment in need of replacement, must also be secured.
11. Cost for damage to any vehicles will be at the hirer's liability, if an accident is involving a second or more vehicles and requires going through GLO Film Lighting insurers the hirer will be liable for the excess as laid out within GLO Film Lighting Insurance Policy. (i) This is applicable when vehicles are driven by freelancers. (ii) This is applicable if a GLO Film Lighting driver is driving at the request or need of production in any unsafe or restricted area.
 12. It is the responsibility of the hirer to qualify and ensure all freelancers drivers are over 25, have held a full UK Licence for a minimum of 2 years and must not exceed more than 6 points on their licence. This needs to be giving to GLO Film Lighting before the date of hire.
 13. It is the Hirers responsibility to ensure that only drivers that have been given permission by GLO Film Lighting shall oversee the movement any Vehicles while under hire.
 14. For any lost or stolen goods/equipment is being claimed for against hirer should be clearly documented to producer/production with all available relevant information within 7 days of end of engagement of hire. Once this has been done hirer or insurers have 30 days to settle claim.
 15. The hirer understands that insurance arranged by them to cover equipment hired from GLO Film Lighting Limited will be liable for the periods of delivery and return of any equipment. This includes equipment delivered and returned by staff of GLO Film Lighting Limited by any means of transport. The hirer's insurance will always be liable as soon as the equipment has left GLO Film Lighting Limited premises, until the hire kit is fully returned to GLO Film Lighting Limited premises.
 16. The hirer understands both GLO Film Lighting Limited insurance, and other third-party insurance where applicable shall not fully cover the event of equipment stolen from an unattended car/other vehicle.
 17. It is important that all hirers and their insurers read GLO Film Lighting Limited terms and conditions, available upon request, as awareness of liabilities of the company or indemnity for the hirer may apply.
 18. GLO Film Lighting Limited total liability to the hirer under and/or arising in relation to any contract shall not exceed five times the amount of the rental and charges for services (if any) under that contract or the sum of £1,000 whichever is the higher. To the extent that any liability of GLO Film Lighting Limited to the hirer would be met by any insurance covering GLO Film Lighting Limited, then the liability of GLO Film Lighting Limited shall be extended only to the extent that such liability is met by such insurance.
 19. No liability is accepted, consequential or otherwise, by act or omission GLO Film Lighting Limited whether by negligence, delay, detention, late delivery, non-delivery, or deficiency in the equipment or order.



20. Hirers should check the terms and conditions of their insurance policy as they might be liable for the excess in the policy if cover for this event is not in place.

General

1. Should a technical failure of equipment supplied by GLO Film Lighting Limited occur, causing the abandonment of the shoot or any form of production, GLO Film Lighting Limited will not accept liability for any failure to complete or re-shoot. Insurance for such an eventuality is the responsibility of the client.
2. The agreed quote for hired in equipment does not include consumables goods and broken, damaged bulbs or spare bulbs.
3. A cancellation charge of fifty percent of the hire period value shall be payable to GLO Film Lighting Limited between one week and three days' notice of cancellation, seventy-five percent if between three days and one day notice of cancellation, or if less than one day's notice one hundred percent of the hire period invoice will be payable.
4. The hirer should be aware the value of equipment hired in/cross hired from other companies/supplier's changes from hire to hire and should never assume the value remains the same from any previous hire.
5. Provisional bookings are taken on the understanding that they do not guarantee the availability of the equipment.
6. Missing, damaged/non-returned: If any of the equipment supplied by GLO Film Lighting Limited is returned damaged or with missing items, the hirer will be notified in person, email or by phone wherever possible. Up to seven days after contact is made or correspondence is sent, GLO Film Lighting Limited will invoice the hirer for replacements of good and or loss of hire were deemed necessary.

GLO Film Lighting Limited shall have no liability to the hirer for any: -

- (i) Consequential losses (including loss of profits and/or damage to goodwill).
- (ii) Economic and/or other similar losses.
- (iii) Special damages and indirect losses; and/or
- (iiii) Business interruption, loss of business, contracts and/or opportunity.

Nothing in this contract shall exclude or limit the liability of GLO Film Lighting Limited for death or personal injury due to negligence of GLO Film Lighting Limited staff, nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law.

GLO Film Lighting Limited advises the seeking of legal advice prior to initiating our terms and conditions.