

TERMS AND CONDITIONS

The Renter hereby rents from 123 Lighting Limited photographic equipment and accessories upon the terms and conditions herein provided.

1. By placing an order, the Renter 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 123 Lighting Limited. Renter has examined said equipment prior to signing this agreement and agrees that the same is the correct equipment ordered by Renter and is in good order, condition and repair, he agrees to return said equipment to 123 Lighting Limited (unless otherwise stated prior to the signing of agreement) before 10.00am on the day after the shoot in the same good order, condition and repair. And to pay 123 Lighting Limited the rental thereon at the rate herein provided. As used herein the rental day shall commence on the day the equipment is delivered/collected to/by Renter and shall continue until said equipment is returned. Renter agrees to pay 1 additional days rental if said equipment is not returned before 10.00am.
3. Hire Period is either:
 - 1 day - Any 24 hour period commencing from the time the equipment leaves 123 Lighting Limited or is used in Shoreditch studios from the commencement of the shoot or where agreed upon prior to the signing of this agreement, the commencement of a shoot at a third parties premises.
 - 1 week – Any continuous period of 7 days calculated in accordance with rates being 4 days if rented for more than 4 days up to 1 week.
 - Weekend – The period from 4.00pm on Friday to 10.00am on Monday, which is to be calculated as a period for one day for the purpose of these terms and conditions
4. Renter agrees that if any equipment rented hereunder is not suitable for the Renters use or is defective, or is in need of repairs, that he shall have no claim against 123 Lighting Limited for damages and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.
5. Renter agrees that the equipment described herein is the correct equipment ordered by Renter; that if any of said equipment is lost or damaged it is the Renters responsibility to provide cover by a comprehensive insurance policy, a copy of which must be verified by 123 Lighting Limited; or 123 Lighting Limited damage waiver facility. A damage and loss waiver facility is available from 123 Lighting Limited at a fee calculated as a percentage of the rental fee. It should be noted that while the facility is comprehensive the Renter is liable for the first £450 of any claim. The Renter should be aware of the exclusions due to negligence and in the event of any loss or damage to the Equipment while on hire the Renter will report any relevant details to 123 Lighting Limited as soon as practicable, and in respect of any loss make a report to the local police. Broken bulbs, fresnals and domes are not covered by 123 Lighting Ltd insurance.
6. Renter agrees that he will indemnify 123 Lighting Limited harmless from claims of all persons that said rented equipment is not suitable for Renters use or is defective.
7. Renter agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures.
8. Renter agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.
9. Time is of the essence of this agreement. If Renter fails to return said equipment when due or fails to pay the rental therefore, 123 Lighting Limited may declare Renter in default and shall have the right to repossess said equipment from renter, and to recover all damages, accrued rental, cost and reasonable legal fees. Renter hereby waives any claim for loss or damage from said repossession.
10. If within 48hrs after the return of said rental equipment 123 Lighting Limited discovers that the same has been damaged while rented under this agreement, 123 Lighting Limited shall notify Renter of the description of such damage and the amount required to repair the same and Renter agrees the same on demand.
11. In the event Renter is in default under this rental agreement and an action is commenced to enforce any right hereunder the prevailing party in such action may recover from the other, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.
12. In the event that Renter from time to time rents other equipment from 123 Lighting Limited the terms and conditions of this rental agreement shall apply to such other rentals.
13. We require payment to terms. Payment must be made on time, in full and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents which will incur costs of 15% + vat. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.