

## 1 - General

- a) These terms and conditions of business (hereinafter known as "T&C") are the basis and constitute an integral element of all contractual relationships between Static Light Company Limited (hereinafter known as "SLC") and its contractual partners (hereinafter known as "Hirer") and which covers the hire of Equipment and associated services by SLC.
- b) The terms and conditions of business of a Hirer shall not apply if they differ from these T&C. Any variation to the T&C, including any special terms and conditions agreed between the parties, shall not be applicable unless agreed in writing by SLC.
- c) In these T&C the following meanings shall apply:
  - "Contract" means the legally binding agreement for the rental of Equipment concluded when SLC accepts an order, it includes these T&C, as well as any specific details outlined in the "Quotation" and "Rental Agreement".
  - "Equipment" means the hired items, or any individual parts thereof to be supplied by SLC referred to in the Contract.
  - "Quotation" means the document that outlines the schedule of Equipment for hire, the Hire Period, and the Hire Charge.
  - "Hire Charge" means the charge payable for the Equipment whilst on hire to the Hirer.
  - "Hire Period" means the time from the date agreed for the start of the Hire until the date the Equipment is returned.
  - "Despatch" means the transfer of possession of Equipment to the Hirer whether collected by the Hirer or delivered by SLC, and despatched shall be interpreted accordingly.
- d) The provision headings in these T&C are for ease of reference only and shall not affect their interpretation.

## 2 - Contract

- a) All Quotations provided by SLC are subject to change without notice and are non-binding.
- b) The Hirer's written order shall constitute a binding offer. SLC may accept this order in writing up to **10 days** before the beginning of the hire, but no later than **14 days** from the receipt of the order. The written acceptance by an authorised member of staff from SLC shall constitute the Contract.
- c) Any terms or conditions in the Hirer's order or any other documentation issued by the Hirer which are inconsistent with these T&C, or any other terms of the Contract shall not be considered legally binding.
- d) Product descriptions, drawings, specifications, including information on dimensions and weight provided by SLC, are approximate and only intended to give a general idea of the product. They do not form a binding part of the Contract. Due to ongoing development, specifications may change and SLC reserves the right to make changes to specifications without notice.

## 3 – Hire of Equipment

- a) SLC hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.
- b) All Equipment remains the property of SLC.
- c) SLC reserves the right to supply Equipment of similar design.
- d) SLC shall not be held liable for any oral or unwritten advice or recommendations provided to the Hirer or its employees or agents, pertaining to the storage, application, installation, or use of the Equipment. Any actions taken by the Hirer or its employees or agents, based on such advice or recommendations, shall be at their own risk. Moreover, SLC shall not be held responsible for any acts or omissions of any third party, in relation to the storage, application, installation, or use of the Equipment.

## 4 – Hire Period

- a) The Hire Period shall begin with the day agreed for despatch of the Equipment (start of the Hire Period) and shall end on the day all Equipment is returned in accordance with provision 10b (end of the Hire Period). Those days on which the Equipment is despatched and returned shall also count as the Hire Period.

## 5 – Additional services

- a) Specialist services such as delivery, assembly and support will be charged separately. If costs for these services were not agreed in advance, SLC reserves the right to request payment for a fair and reasonable amount.

## 6 – Hire Charge

- a) Hire Charges run from day of despatch until day of return, irrespective of whether the Equipment is in use or not.
- b) Payment for the Hire Charge must be made before the Hire Period commences. If a credit account has been set up, invoices shall be payable **within 14 days** of the invoice date.
- c) All Hire Charges are strictly nett, exclusive of VAT. All sums due from the Hirer to SLC hereunder shall be increased to include VAT at the current rate.
- d) The Hirer shall pay to SLC any packing and delivery charges where appropriate. SLC reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.
- e) If further charges arise during the Hire Period, for example if the Hire Period is extended, SLC may at its discretion require immediate payment of these charges by cleared funds.
- f) Timely payment is an essential condition of the Contract. Payment shall not be deemed to be made until SLC has received cleared funds in respect of the full amount outstanding and time shall be of the essence in respect of payment. The Hirer shall make full payment to SLC of all sums, free, and clear of any counterclaim, deduction, set-off or withholding.
- g) SLC reserves the right to charge interest at 3% per annum above the base rate (Bank of England) on all unpaid invoices, beginning 30 days after the invoice date. The interest will be compounded quarterly, payable both before and after any legal proceedings, regarding the unpaid invoice.
- h) In case of late payment, SLC reserves the right to cancel any discounts.

## 7 – Despatch of Equipment

- a) The Equipment may be collected from SLC warehouse in Harlow, **Monday to Friday from 08:00 to 17:00**, unless agreed otherwise in writing.
- b) The Hirer is responsible for loading, transporting, unloading the Equipment, and all associated expenses. Any Driver or operator provided by SLC is considered under the Hirer's supervision and must follow the Hirer's instructions.
- c) SLC shall not be liable for any delays in Equipment delivery. The dates and times given for delivery are approximate and not guaranteed.

## 8 – Warranty

- a) The Hirer must thoroughly inspect the rented items and must notify SLC and the carrier in writing of any issues **within 24hr** upon receiving the Equipment. If the Hirer does not inspect the Equipment or fails to notify, the Equipment will be assumed to be despatched and accepted in good condition. Should the Hirer fail to notify, they shall lose the right to assert any warranty claims, terminate the contract or seek compensation for damages.
- b) If the inspection reveals that the Equipment is damaged or some items are missing/lost, SLC will then decide to either supply a replacement item, an additional item or to repair the Equipment. If SLC is unable to do so on time, the Hirer may request a reduction in the rental price for the affected items, SLC reserves the right to terminate the contract if repair or replacement are not possible. If multiple items were rented together and the defects significantly impact their use, the entire contract may be terminated by either party. Should the Hirer be fully or partially responsible for the damage, they shall not be entitled to terminate the contract. If the Hirer fails to notify SLC and the carrier of any damages or missing items, or to return the Equipment upon request, the Hirer shall be responsible for paying SLC the complete cost of repair or replacement of the Equipment, and the full Hire Charge until the Equipment is returned.
- c) Due to its technical complexity, the Equipment may only be set up, used, and dismantled by trained specialists in accordance with provision 9b). SLC shall not be held liable for any defects or breakdowns of Equipment, unless the Hirer can provide evidence, to the satisfaction of SLC, that the defects or breakdowns were not caused or exacerbated by the Hirer's improper handling of the Equipment.
- d) During the Hire Period it is the responsibility of The Hirer to ensure compliance with any regulations, rules, or statutory provisions that apply to the use of the Equipment. SLC shall not be held liable for any violation of these regulations rules or statutory provisions that occur under the Hirer's supervision.
- e) No Equipment hired from SLC may be taken outside Mainland Britain, to any offshore island or to any foreign country without the prior written consent of SLC. If the Equipment is delivered outside of Mainland Britain, the Hirer shall not take the Equipment outside of that country without prior written consent of SLC.

## 9 – Obligations during the Hire Period

- a) All hired Equipment items are to be treated with care. The Hirer shall keep the Equipment in good repair, condition and working order at his own expense; fair wear and tear excepted. The Hirer shall take responsibility for conducting regular inspection, testing, and cleaning the Equipment at least once a week, which includes but is not limited to checking and maintaining wiring, fixtures, and rigging. While SLC reserves the right to service the Equipment during the Hire Period, it is under no obligation to do so.
- b) The Equipment may only be set up, used, and dismantled by trained specialists in compliance with technical regulations, including but not limited to the "Health and Safety at Work Act 1974". If Equipment is hired without SLC qualified personnel, the Hirer shall ensure compliance with the safety guidelines in force. In addition, the Hirer shall comply with the applicable laws and standards in the country of deployment for use and storage of the hired items.
- c) The Hirer shall ensure that the power supply for running the Equipment is fault-free. The Hirer shall be responsible for breakdowns and damage to the Equipment because of power cuts, or interruptions to the power supply or current fluctuations, regardless of whether he is to blame or not. The Hirer shall be liable for damage, losses or similar up to the value of the Equipment when new.
- d) The Hirer shall be solely responsible for any loss or damages to the Equipment during the Hire period and shall take out insurance to cover all risks in accordance with provision 11a).
- e) Loss, failure, or defects of hired Equipment must be notified in writing to SLC **within 24 hours** of occurrence. In the absence of such notification, the Hirer may be charged with the full cost of repair or replacement. The Hirer shall not be entitled to any refund for Equipment that is not working on-site but is tested to be working upon return.
- f) Where the breakdown of the Equipment is caused by fair wear and tear, full allowance for the Hire Charges in respect of the individual broken down item of Equipment will be made to the Hirer; any claims to be considered from the date of notification in writing by the Hirer.
- g) Where the breakdown or damage of the Equipment is the result of negligence or misuse by the Hirer, the Hirer shall be responsible for all losses incurred by SLC and for the payment of the Hire Charges during the period the Equipment is inoperable due to such breakdown.
- h) Equipment must not be altered or modified by the Hirer in any way. Labels must not be removed, cables must not be cut and plugs, and sockets must not be rewired by the Hirer. In addition, no modification or alteration by a third party must be allowed by the Hirer. If this is found to be the case, the Hirer will be charged with the full cost of repair or replacement, whichever is deemed necessary by SLC.
- i) It is an essential condition of the Contract that the Hirer shall not offer for hire to any third party any Equipment which is the property of SLC, without the prior written consent of SLC.

## 10 – Return of the Equipment

- a) At the end of the Hire Period, the Equipment shall be returned to SLC warehouse in Harlow from **Monday to Friday between 08:00 and 17:00**, unless agreed otherwise in writing.
- b) The Hirer must return all the Equipment in clean and orderly condition, and in good working order. Equipment is not deemed to be returned until it has been declared in working order by an authorised member of staff at SLC who will conduct the incoming inspection of returned Equipment. If no complaints are raised **within 5 days** following receipt by our Warehouse Manager, this shall be regarded as approval that all the Equipment was returned and that the condition of the returned Equipment is satisfactory.

## 11 – Non return, lost or damaged Equipment

- a) The Hirer shall bear full responsibility for the proper care, safekeeping and return of the Equipment prior to the end of the Hire Period. The Hirer shall notify SLC immediately in writing of any delays in the return of the Equipment. The Hirer shall be liable to pay the full Hire Charge for each day beyond the specified return date. SLC shall reserve the right to assert a claim for other damages incurred by a late return.
- b) In the event of non-return, loss or damage to the Equipment, the Hirer shall be liable to pay the cost of replacement or restoration of the Equipment to its good working order. To allow the Hirer an opportunity to inspect damaged Equipment and/or address any issues related to lost items, SLC shall provide written notice to the Hirer of any non-returned items or damaged Equipment **5 days** prior to issuing an invoice for repair or replacement.

## 12 – Insurance

- a) The Hirer shall be solely responsible for any loss or damage to the Equipment during the Hire Period and shall undertake the responsibility to take out insurance for the Equipment to cover all risks (loss, theft, damage, legal liability) to its full replacement value. In the event of any loss or damage to the Equipment, the Hirer shall be obliged to reimburse SLC for the cost of replacement, which may include the cost of an equivalent model if the damaged Equipment is no longer in production.
- b) The Hirer shall not permit the Equipment to be used for any purpose not permitted by the terms and conditions of the said insurance policy or do or allow to be done any act whereby the insurance may be invalidated.
- c) Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify SLC thereof.

## 13 – Liability

- a) The Hirer shall be solely responsible for and hold SLC fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs, and expenses which may be brought against or incurred by SLC as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any Contract.
- b) The Hirer shall be solely responsible for and hold SLC fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs, and expenses which may be brought against or incurred by SLC as a result of any accident involving the Equipment.
- c) SLC's liability for direct physical damage to tangible property of the Hirer caused by the negligence of SLC, its employees, agents, or sub-contractors, or by breach of any Contract, shall not exceed £500,000 subject to the exclusion set out in 15d below.
- d) SLC shall not be liable for the following loss or damages: loss of profits, business, revenue, goodwill, or anticipated savings whether sustained by the Hirer or any other third party, special, indirect, or consequential loss other than direct physical damage to tangible property of the Hirer or any third party and loss arising from any claims made against SLC by any third party.

## 14 – Cancellation by the Hirer

- a) The Hirer shall be entitled to terminate the contract up to 3 days prior to the beginning of the Hire Period upon the payment of a cancellation fee. Notice of termination must be served in writing to be legally valid. The cancellation fee shall be payable at the point in time at which notice of termination is given and amounts to:
  - 20% of the agreed rental price, if cancellation is 30 or more days prior to the beginning of the Hire Period,
  - 50% of the agreed rental price, if cancellation takes place between 29 to 10 days prior to the beginning of the Hire Period,
  - 80% of the agreed rental price if cancellation takes place from 9 and 3 days prior to the beginning of the Hire Period.
- a) If cancellation takes place 2 days (48 hours) or less prior to the beginning of the Hire Period, the full rental price agreed shall have to be paid by the Hirer.
- b) The receipt of the notice of termination by SLC shall determine the point in time at which cancellation is made. The above Hire Periods and conditions shall also apply to those remunerations and parts thereof which have been agreed for services in accordance with provision 5, in so far as the Hirer cannot prove that SLC has not sustained any loss at all or that the loss sustained is significantly less than the corresponding cancellation fee payable towards the remuneration.

## 15 – Termination

- a) For Contracts where a specific duration for the Hire Period is not determined in advance, either party may terminate the Contract by giving notice of **7 days**. The Hirer's obligation under this agreement shall continue until the Equipment is returned to SLC.
- b) For Contracts where a specific Hire Period is determined in advance, the contract may only be terminated by either party in exceptional circumstances, including but not limited to provision 15c). This shall also apply if additional services are to be provided by SLC. The Hirer's obligation shall continue until the Equipment is returned to SLC.

- c) SLC shall have the right to immediately terminate a Contract by giving notice in writing if:
  - The Hirer fails to pay when due any amount due under the Contract or is declared insolvent,
  - The Hirer is in material breach of any of the T&C or other terms of the contract,
  - The Hirer shall do or cause to be done or permit or suffer any act whereby the rights of SLC over the Equipment may be prejudiced or put in jeopardy,
  - The Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business,
  - The Hirer suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts with the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986,
  - The breach of provision 9b) shall be regarded as use of the Equipment in breach of contract and shall entitle SLC to serve immediate notice of termination upon the entire contract, without SLC having to send out a warning letter beforehand.

## 16 – Consequence of Termination

- a) Termination of a contract shall not affect any accrued rights or liabilities of either party, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- b) On termination of a contract, the Hirer shall no longer be in possession of the Equipment with SLC consent and shall unless otherwise agreed with SLC forthwith return the Equipment to SLC in good working order.
- c) Notwithstanding provision 18b), SLC may without notice and at the Hirer's expenses, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located.
- d) Upon termination of a Contract, the Hirer shall without prejudiced to any other rights or remedies, pay to SLC any unpaid Hire Charges and other unpaid sums, along with any interest as outlined in provision 6e), and any costs and expenses incurred by SLC in recovering the equipment and/or collecting sums due under the contract, including but not limited to storage, insurance, repair, transport, and legal costs.
- e) Upon termination of a Contract, without prejudice to any other rights of SLC, the Hirer shall pay to SLC on demand a sum equal to the whole of the Hire Charges that would (but for the termination) have been payable if the Contract had continued from the date of such demand to the end of the Hire Period.
- f) The sum payable in accordance with provision 18e) shall be agreed compensation for SLC's loss and shall be payable in addition to the sums payable in accordance with provision 18d).

## 17– Force Majeure

- a) Although SLC shall use all reasonable endeavours to discharge its obligations under a contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

## 18 – Consumables, goods purchased for resale

- a) Consumables and goods purchased for resale shall remain the property of SLC until the invoice for them has been paid in full, even if they have been combined or modified together with other Equipment belonging to the Hirer. These T&Cs shall apply accordingly.
- b) The sale of used items shall not be covered by any warranty.

## 19 – Written form

- a) In so far as the requirement for written form has been agreed in accordance with these T&C, this shall also be satisfied by e-mail.

# Terms and Conditions of Business

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## 20 — Final Provisions

- a) These T&C and all legal relationships between the parties shall be governed by English laws. The parties hereby submit to the exclusive jurisdiction of the courts of England. English is the language of negotiation and contract.
- b) If any terms or provisions of these T&C are held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provisions shall be severed and the validity of all other provisions or agreements shall not be affected as a result. The parties shall undertake to agree that legal arrangement which comes closest to the recorded intention of the parties as a replacement.

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