

Terms & Conditions of Dry Hire

Introduction

Terms & Conditions Documents: This document is issued by VoltPax Limited, to describe the terms and conditions of hire of the Company's equipment for film, TV, photography and commercial production.

This document is the Terms & Conditions of Dry Hire in full, laying down the contractual agreement between VoltPax Limited and the Hirer. Please note that other documentation, such as Quotations will include short interpretations and/or parts of these terms. In all cases, this document is the definitive Terms & Conditions of Dry Hire document and will take precedence over any other terms stated or implied elsewhere.

Definition of expressions used:

"Hire" This expression refers to the arrangement to use equipment supplied by the Company at an event. The period of Hire under these terms is usually one or more days and rates applied may be quoted as 'the Dry Hire Rate' or 'the Daily Rate', or 'the Weekly Rate'.

"Hirer" The person, production, department or other body who has ordered and/or accepted goods or services from VoltPax Limited.

"The Equipment" All items of equipment and or services accepted by the hirer along with any other items and or services included or implied whether specified or not.

"Owner/The Company" VoltPax Limited

Provision of the Equipment

1. **Provision of the Equipment** VoltPax Limited agrees to supply you with the equipment.
2. **Replacing defective Equipment:** VoltPax Limited will supply all Equipment in good working order, however, in the event of a defect; the liability of VoltPax Limited will be limited to the repair or replacement of any defective Equipment, at VoltPax Limited.
3. **VoltPax Limited's Property:** Equipment remains the property of VoltPax Limited at all times. In the event of a breach of any of these conditions, VoltPax Limited may without prejudice to any other rights or remedies forthwith terminate the arrangement and repossess all their Equipment. Re-hire is not allowed by the Hirer without advanced written permission.

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Principal Exclusions:

4. Unless explicitly stated in writing in the quotation, the following are excluded from the hire provision:

- 4.1. **Taxes** including Value Added Tax (VAT)
- 4.2. **Equipment** (other than shown in the hire schedule/quotation)
- 4.3. **Transportation** of equipment and personnel, including transport costs and storage of the equipment. Unless clearly stated otherwise, all equipment and items are quoted Shepperton, UK. All equipment should be collected and returned here at the end of the hire period. Other arrangements must be agreed in writing prior to the commencement of the hire contract or delivery/collection to be paid as agreed by the hirer.
- 4.4. **Insurance** It is a condition of hire that the Hirer takes out adequate insurance to cover the equipment hired. VoltPax Limited will, at its sole discretion, charge the Hirer for any equipment lost, stolen or damaged as described in Paragraphs 5 and 6 below (Responsibilities of the Hirer) whether or not this is covered by the insurance policy taken out by the Hirer. VoltPax Limited reserves the right to see evidence that the Equipment is adequately covered by a suitable policy, prior to checking out the Equipment. However, this does not reduce the liability of the hirer for uninsured losses.
- 4.5. **Carnet fees** and other administrative costs associated with transportation of Equipment outside of the United Kingdom.

If any of the above excluded items are provided or incurred by VoltPax Limited as part of a hire, they will be charged to the hirer as extras to the hire agreement.

Responsibilities of the Hirer:

5. The Hirer assumes full responsibility for the Equipment from the time of checking out until checking in to VoltPax Limited. The hirer is responsible for the safe keeping of equipment and is liable for any loss or damage caused to the Equipment during the period of hire. The hirer is responsible for providing suitable and adequate security arrangements for the safe keeping of the equipment during the period of hire. The hirer must take all necessary steps (at its own expense) to retain possession and control of the equipment and in the event of losing possession or control will take all necessary steps to recover the equipment.

- 5.1. Items of equipment are not to be used, and the Hirer will not permit them to be used, for any purpose for which they are not expressly designed.
- 5.2. Equipment is not to be altered or modified in any way without the prior consent of VoltPax Limited.
- 5.3. Equipment is not to be hired, re-hired or sub-hired to any third party or parties, without the express written consent of VoltPax Limited.

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6. The cost of replacing or repairing the Equipment will be borne in full by the Hirer. Equipment lost, damaged or modified will be charged for at full hire rate until the loss is settled in full.

6.1. **Examples of loss/damage /modification** include (but are not limited to) the following:

- Damage by persons known or unknown, including crew members and artists (whether or not as part of the production day)
- Damage or loss caused by inadequate handling by third parties (including crew members)
- Damage by adverse weather conditions including water damage
- Loss due to theft on site or in transit
- Loss or damage during transportation
- Modifying equipment, e.g., battery packs.

7. Liabilities: Equipment is supplied on the understanding that it be competently operated by the Hirer. No liability will be accepted by VoltPax Limited for any damage to persons or property whilst the Equipment is on hire to the Hirer.

8. Competent Personnel: Where certain hire Equipment requires specialist technical knowledge or training for the safe or effective installation and or operation, the hirer will be required to undertake that competent personnel are employed.

9. Local Licences: The hirer is solely responsible for obtaining any licence, qualification or other authority, which may be required for the safe and legal operation of the Goods hired and agrees to abide by all legal guidelines relating to the installation and operation of the Goods.

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Hire Periods, Charges and Payments:

11. **Hire Period:** Hire charges are calculated from the date of collection/delivery to the date of return to VoltPax Limited. Permission for extending hire arrangements may be granted on request but must not be assumed. Availability and prices of Equipment may vary from our rate card or as advertised on our website and cannot be guaranteed for periods of extension.
12. **Weekends & Bank Holidays:** Where the hire start date or end date falls on a weekend or bank holiday, at the discretion of VoltPax Limited, checking out may be done on the last working day prior to the hire start date and/or checking in may be done on the first working day after the hire end date. Checking out or checking in may in some circumstances be arranged outside of normal operating hours.
13. **Hire Charges:** Hire charges are based on daily rates, with the period of hire starting from the time of checking out by VoltPax Limited at its Shepperton base, to the time of checking in by VoltPax Limited, within the normal operating hours of the Company (10.00 am and 6.00 pm). Thus, a one-day hire assumes that goods checked out at any time between 10.00 am and 6.00 pm are returned before 6.00pm on the following day.
14. **Weekly Hire:** The normal weekly hire rate is a multiple of 3 times the daily rate. Goods checked out during operating hours on day 1, must be returned before 6.00 pm on the 7th day of hire, or a second week's hire will be incurred.
15. **Payments:** Payments must be made in full with cleared funds prior to checking out, unless the hirer has set up an account with VoltPax Limited, in which case payments will be made according to the terms of the account and as stated on the invoice.
16. **Late Payments:** Where any discounts are offered or negotiated, any entitlement to discount will be forfeited if accounts are not paid by the due date. Furthermore, any accounts not paid by the due date will have an interest charge applied each month until payment is received in full. (The rate of interest is currently 2.5% per calendar month or part thereof – the rate applied will be stated on the invoice).
17. **Guarantees against equipment loss or late return:** Non-account customers, (i.e. hirers who are required to pay for the rental in full prior to any hire) may be required to leave valid debit or credit card details with the Company as a payment guarantee in the event of a loss or late return. Card details must be valid at least up until the agreed hire finish date. VoltPax Limited reserves the right to charge the hirer the full replacement cost relating to any loss of equipment. The hirer will have seven days to return any lost equipment before any charge is taken. If the equipment is returned within the seven days, a charge will be taken for the subsequent hire. The hirer accepts that such a charge will be taken in these circumstances and agrees to ensure that sufficient funds/credit limits are available on the submitted card. Please note that credit card payments will incur a surcharge (see 15 above).

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General Terms and Provisions:

18. Contract of Hire: The placing of an order for equipment by the Hirer or the issuing of a sales invoice by VoltPax Limited constitutes a contract which binds the Hirer to accept these conditions and our full terms and conditions of business.

19. Termination: VoltPax Limited may terminate the hire contract under these terms and conditions, either immediately or at any time within three months after that by notice to the Hirer and no payment subsequently accepted by VoltPax Limited without knowledge of such termination shall in any way prejudice or affect the operation of this clause if the Hirer:

- 19.1. fails to pay any Rentals or other sums payable under these conditions or under any other agreement between the Hirer and VoltPax Limited, in full within 14 days of such sums becoming due (whether demanded or not)
- 19.2. commits a breach of any of the other terms and conditions of the contract (whether express or implied)
- 19.3. does or causes to be done anything, which in the opinion of VoltPax Limited may jeopardise VoltPax Limited's rights in the Equipment.
- 19.4. is involved in any legal process (whether directly or indirectly) that results in a levy on or against any of the hired equipment, or against any premises where the equipment is, or against any of the Hirer's goods or other property, or the hirer permits any judgement against it to remain unsatisfied for seven days
- 19.5. suffers an interim order (as an individual) under the Insolvency Act or enters into a voluntary arrangement or suffers the making of a statutory demand or the presentation of a petition for a bankruptcy order
- 19.6. enters into any liquidation, calls any meeting of its creditors, or has a receiver or administrative receiver appointed of all or any of its undertaking or assets, or suffers the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act, or is deemed by virtue of Section 123 of the Insolvency Act to be unable to pay its debts.

20. Force Majeure: VoltPax Limited is not liable for any failure to supply a product or service where that failure is wholly caused by an event that could not reasonably have been foreseen, forestalled or prevented. This may include (but is not limited to) acts of war, terrorism, or natural disasters.

21. English Jurisdiction: All agreements, contracts and transactions entered into with VoltPax Limited will be bound and governed by English Law. This document supersedes all previous terms and conditions of hire.