

TERMS AND CONDITIONS OF HIRE

- 1 Display Electronics (DE) hire out to the Hirer those items listed overleaf or attached.
- 2 The Hirer acknowledges that when receiving the items mentioned overleaf he/she receives them in good and usable condition and will maintain them at his/her expense in that same condition and return them to DE at the end of the period of hire in that same good condition.
- 3 On returning the items to DE they will be checked in the Hirer's presence if he so wishes. If the hirer does not require the items to be checked in his presence then the Hirer accepts DE's findings of their condition.
- 4 The Hirer acknowledges that DE is the sole arbiter for determining the condition of the items on their return.
- 5 Title to the hired items and in the case of software Copyright, at all times remains vested in DE and at no time does title in the items pass to the Hirer.
- 6 The Hirer must at no time and in no circumstances hire or assign, pledge or otherwise the items overleaf to anyone else.
- 7 The period of the hire will commence at the time of collection of the items by the Hirer and will only end on the return of the items by the Hirer to DE and in any event by no later than 5.30 p.m. on the day the items are due to be returned.
- 8 In the event the items are not returned on due date the Hirer will pay additional rental being a minimum of one week's rental for each item for each week or any part thereof until the items are returned, and in addition any other costs and expense of any nature whatsoever incurred or suffered by DE as a result of the Hirer's delay in returning the items.
- 9 During the period of hire the Hirer assumes sole responsibility for the risk on the items. He/she must insure the items against damage, destruction or loss.
- 10 If the Hirer returns the items at the end of the period to DE in a damaged condition the replacement cost (which is calculated by reference to DE's risk value of the items) or the cost of repair (whichever is the most cost efficient in DE's sole opinion) will be charged to and paid by the Hirer. In this event DE will advise the Hirer of the damage to the item(s) and invite the Hirer to inspect the same within seven days. Should the Hirer choose not to inspect the damaged item(s) and in any event seven days after the inspection date the Hirer will pay to DE in full and without any deduction the cost of repair or the full replacement cost.
- 11 On no account is the Hirer to repair any damaged item or replace any damaged and/or destroyed item.
- 12 The Hirer agrees there is no liability and so no claim for any financial loss flowing therefrom on the part of DE in the event of any damage (whether physical or personal) done or caused by the use or otherwise of any item rented from DE to any person, body or persons or otherwise. The Hirer acknowledges it is his/her sole responsibility to satisfy himself/herself as to the use of and/or application of the hired items and the safety thereof.
- 13 On hiring the items from DE and at DE's sole discretion the Hirer will pay to DE a deposit against damage or loss. The said deposit is refundable or deductible from outstanding monies on completion of the period of hire.
- 14 The Hirer acknowledges that the items he/she has rented are suitable for his/her intended use.
- 15 DE's rental charges are calculated on the basis of a minimum of one week's rental for the specified item and by reference to DE's risk value for each item.
- 16 The Hirer will pay DE's current rental charges for each item hired plus VAT at the rate then applicable. The rental charge is calculated as provided for in Clause 14 above and DE's risk value for each item is conclusive for all or any purpose. Payment of hire charges must be paid as follows:
 - (a) For authorised credit account customers within 30 days of the date each invoice is rendered. In the event of late payment DE will be at liberty to charge the Hirer interest at the rate of 3% above Barclays Bank PLC base rate for the time being in force.
 - (b) By non account customers and cash sale customers immediately upon receipt of invoice.
- 17 Where the Hirer extends the period of hire the Hirer acknowledges that any extended period of hire is subject to the same terms and conditions as previous.
- 18 If the Hirer cancels the Hire Agreement prior to the start of the period of hire DE may at their sole discretion charge the Hirer a cancellation charge of 50 per cent plus VAT of the total hire charge.
- 19 The cost of delivering or collecting the items is not included in the hire charge and in the event of DE agreeing with the Hirer to deliver and/or collect the goods the cost of same will be paid by the Hirer. In such circumstances however the Hirer will insure against any risk of delivery and collection.
- 20 The Hire Agreement will immediately determine in the event of the Hirer's bankruptcy liquidation (whether compulsory or voluntary) any arrangement he/she comes to with his/her creditors or if he/she goes into administration.
- 21 The Hirer shall pay to DE any expense DE incurs (to include legal costs payable on a solicitor and own client basis) in the event of the Hirer failing to return the items at the end of the period of hire to include ascertaining the present whereabouts of the items the cost of taking possession of preserving and insuring the items and the cost of returning them to DE's premises.
- 22 Unless otherwise expressly agreed in writing between the Hirer and DE no variation to DE's Terms and Conditions of Hire shall be made.
- 23 All items that are supplied to operate from mains electricity and are listed as 'Practical' in the hire schedule are checked for electrical safety and PAT tested prior to collection / despatch. However, DE is only able to guarantee the validity of such testing if one of their or designated engineers is able to supervise the use of this equipment at the hirers location or premises. This supervision will be at the hirers expense.
- 24 The contract of hire is made in England and at DE's principal place of business and shall be governed by English Law.

DISPLAY
-ELECTRONICS-

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