

1. DEFINITIONS AND INTERPRETATION

1.1 In these general terms and conditions (the "Terms & Conditions") unless the context otherwise requires, the following expressions shall have the following meanings:

"**Business Day**" means any day other than a Sunday or a bank holiday;

"**Carrier**" means a reputable carrier organisation responsible for carrying the Goods to and from the Customer;

"**Contract**" means a contract which incorporates the Terms & Conditions and made between the Customer and the Supplier for the hire of Goods in accordance with Condition 2;

"**Customer**" means the person, firm, company or other organisation hiring Goods;

"**Deposit**" means any deposit required by the Supplier in relation to the Goods which is to be held as security by the Supplier;

"**Force Majeure Event**" 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;

"**Goods**" means any lens (and/or device) together with any accessories, instructions or other accompanying documents specified in a Contract which are available for hire to a Customer;

"**Hire Period**" means the period of hire of the Goods to the Customer as agreed by the parties to a Contract;

"**Liability**" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"**Order Form**" means the online transaction form identifying the details specific to an order;

"**Possession Period**" means the period from the time the Customer accepts receipt of the Goods from a Carrier to the time the Customer, having returned the Goods to the Supplier, receives written confirmation that the condition of the returned Goods is acceptable to the Supplier;

"**Rental**" means the Supplier's charging rate for the hire of the Goods;

"**Supplier**" means Lenses for Hire Ltd and will include its employees, servants, agents and/or duly authorised representatives; and

"**Services**" means the services (if any) to be performed by the Supplier for the Customer in conjunction with the hire of the Goods.

2. BASIS OF CONTRACT

2.1 Subject to circumstances arising pursuant to the rest of condition 2, a Contract binds the parties once a Customer receives written confirmation from the Supplier.

2.2 In circumstances where the Supplier has provided written confirmation pursuant to condition 2.1, but the Goods for reasons outside the Supplier's control, cease to be available for the whole of the Hire Period, the Supplier shall inform the Customer as soon as practicable.

2.3 In circumstances envisaged in condition 2.2, the Supplier will use reasonable endeavours to provide suitable replacement equipment in order to fulfil the Contract subject always in the event of unavailability of all or part of an order to a Customer's right

- i) to cancel the whole or part of the order and receive a full refund or a part thereof, as applicable; or
- ii) to re-schedule the whole or part of the order at no extra charge.

2.4 Where an order for Goods, confirmed pursuant to condition 2.1, is cancelled by the Customer, the Customer agrees to pay a cancellation fee equal to 50% of the agreed Rental for those Goods if the cancellation occurs not more than two weeks before the start of the Hire Period, and 25% of the agreed Rental for those Goods if the cancellation occurs more than two weeks but not more than four weeks before the start of the Hire Period.

2.5 Where the Goods are hired to a Customer such that the hire would be subject to the provisions the Consumer Credit Act 1974 (the "Act") the duration of the Hire Period shall not exceed 3 months, at which time the Contract shall be deemed to have automatically terminated. Accordingly, a Contract for the hire of any Goods is not covered by the Act.

2.6 For the purposes of the seven day cancellation period pursuant to the Consumer Protection (Distance Selling) Regulations 2000, where the Hire Period will begin prior to the end of such cancellation period, the Customer agrees that the statutory cancellation period shall not apply.

3. PRICE AND PAYMENT

3.1 The parties acknowledge that each hire transaction may be subject to a Deposit.

3.2 The amount of such Deposit and/or Rental and/or charges for any Services and/or any premium for the Supplier's Cover (the "Premium") payable pursuant to condition 7.5, shall be as quoted to the Customer or shall be as otherwise shown on the Supplier's web site from time to time. The Supplier's prices are quoted inclusive of any applicable VAT.

3.3 In respect of any applicable Deposit, the Supplier shall reserve a sum equal to the Deposit on the Customer's credit or debit card when the order is placed. Such Deposit shall be released by the Supplier as soon as practicable once the Supplier is satisfied that the Goods returned by the Customer are undamaged.

3.4 The Customer shall pay the Rental, charges for any Services, any Premium, monies for outgoing and return postage and/or any other sums payable under the Contract (together, the "Hire Charges") to the Supplier prior to the commencement of any Hire Period.

3.5 The Supplier shall be entitled to receive full payment of the Hire Charges from a Customer on receipt of the order.

3.6 Prompt payment of the Hire Charges by the Customer pursuant to condition 3.5 is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.

3.7 Late payment may at the Supplier's sole discretion attract interest on the amount unpaid (from the date that such unpaid amount became payable) at the rate of 4% above the base rate from time to time in force of HSBC Bank.

3.8 The Customer shall pay all sums due to the Supplier under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

4. DELIVERY AND COLLECTION

4.1 The Supplier shall send the Goods to the Customer using a Carrier no less than 2 days prior to the commencement of the Hire Period.

4.2 For multiple item orders, the Supplier will endeavour to post all Goods together. Should any Goods be unavailable for hire and the Customer consents to a reschedule of part of the Goods any additional costs incurred as a result of sending the Goods in multiple consignments will be paid by the Supplier.

4.3 The Customer shall accept delivery of the Goods on the day the Carrier first attempts to deliver and within 24 hours of such delivery inform the Supplier of any damaged Goods.

4.4 In the event that the Carrier makes its first attempt to deliver the Goods on or after the start of the Hire Period, the Hire Period shall only begin on the day following such delivery and shall continue at no additional cost to the Customer for a length of time equal to the length of the Hire Period previously agreed by the parties, unless other arrangements are agreed by the parties.

4.5 Without prejudice to condition 4.4, where a Carrier has made an attempt to deliver but the Customer has not been present to take delivery, the Hire Period shall be as shown on the Order Form, unless other arrangements are agreed by the parties.

4.6 The Customer will arrange with a Carrier for the return of the Goods to the Supplier using a recorded and insured service. Such return of Goods shall be no later than the first Business Day following the end of the Hire Period.

4.7 The Customer must return the Goods using appropriate packaging securely sealed with the name and address of the Supplier's return address clearly marked.

4.8 Without prejudice to condition 4.9, in the event that the Goods are not handed to a Carrier in accordance with condition 4.6, the Customer will be charged a fee equal to up to 20% of the weekly Rental for each complete day that the Goods remain unreturned.

4.9 Where the Goods are not returned to the Supplier within 5 days following the end of the Hire Period and the Customer has failed to either:

- i) contact the Supplier and explain the circumstances of the default; or
- ii) negotiate an extension to the Hire Period with the Supplier who has provided written confirmation of such an extension,

the Supplier will report the Goods stolen and will take steps for recovery including but not limited to charging the Customer's credit or debit card for the full price of replacement Goods and a fee equal to up to two thirds of the applicable Rental until suitable replacement Goods have been acquired and commissioned for service.

5. RESPONSIBILITY AND OWNERSHIP

5.1 Responsibility for the Goods shall lie with the Customer for the duration of the Possession Period even in circumstances where the Supplier has agreed for any reason to cease charging any Rental.

5.2 Ownership of the Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Goods except that they are hired to the Customer.

5.3 The Customer must not pass itself off as the owner of the Goods or, subject to condition 5.2, as having any interest in the Goods.

6. CARE OF GOODS

6.1 The Customer shall:-

6.1.1 not remove any labels from and/or interfere with the Goods and take reasonable care of the Goods, only using them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions supplied to the Customer;

6.1.2 notify the Supplier within 24 hours after any breakdown, loss and/or damage to the Goods;

6.1.3 take adequate and proper measures to protect the Goods from theft, damage and/or other risks;

6.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Goods;

6.1.5 permit the Supplier at all reasonable times to inspect the Goods including procuring access to any premises where the Goods are situated;

6.1.6 keep the Goods at all times in its possession and control and not to remove the Goods from the United Kingdom without the prior written consent of the Supplier;

6.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

6.1.8 not continue to use Goods where they have been damaged and shall notify the Supplier within 24 hours if the Goods are involved in an accident resulting in damage to the Goods or other property and/or injury to any person.

6.2 The Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted).

7. LOSS, DAMAGE AND INSURANCE

7.1 Subject always to the benefit the Customer may derive from the applicability of conditions 7.5 and 7.6, if the Goods are returned in a damaged, unclean and/or defective state the Customer shall pay the Supplier for the cost of any repair and/or cleaning required to return the Goods to a condition fit for re-hire together with any fees payable pursuant to condition 7.4.

7.2 Subject always to the benefit the Customer may derive from the applicability of conditions 7.5 and 7.6, the Customer shall pay the Supplier the full replacement cost together with any fees payable pursuant to condition 7.4 for any Goods damaged beyond economic repair during the Possession Period.

7.3 The Customer shall pay the Supplier the full replacement cost together with any fees payable pursuant to condition 7.4 for any Goods lost, stolen, confiscated or otherwise no longer in the Customer's possession during the Possession Period.

7.4 In the event that the Goods are lost, stolen or damaged during the Possession Period, the Customer shall pay the Rental in full up to and including the date it notifies the Supplier that the Goods have been lost, stolen or damaged. From that date until the Supplier has repaired or replaced such Goods the Customer shall pay, as a genuine pre-estimate of lost rental income, a sum as liquidated damages being equal to two-thirds of the Rental that would have applied for such Goods for that period. The Supplier shall use its reasonable commercial endeavours to procure repairs or replacements for such Goods as quickly as possible using the monies paid under conditions 7.1, 7.2 or 7.3.

7.5 The Supplier shall make available, if requested, financial protection to cover against damage to the Goods, subject to the restrictions set out in condition 7.6 (the "Supplier's Cover"); to gain the benefit of the Supplier's Cover, the Customer must pay the Premium to the Supplier at the same time as the other Hire Charges are paid pursuant to condition 3.4.

7.6 Where the Customer has chosen to make use of the Supplier's Cover, the Customer accepts unconditionally that the cover only extends to damage sustained to the Goods and will not extend to circumstances where the Goods (or part of them) are lost or stolen; in addition, any claim made in respect of the Supplier's Cover will be subject to:

7.6.1 the payment of the first £150 of the claim (for the avoidance of doubt the Supplier may in its sole discretion deduct such payments from any Deposit held without the prior consent of or notification to the Customer);

7.6.2 the return of the Goods (in whatever condition or state of disrepair) together with all accessories and components supplied therewith;

7.6.3 the returned Goods being clearly and indisputably identifiable as the Supplier's Goods by way of the manufacturers serial number or any other unique identifier indexed and recorded by the Supplier.

7.7 The Customer agrees that failure to adhere to all of the conditions stipulated in condition 7.6 will render the Supplier's Cover null and void and will make the Customer liable to pay for the cost of repair or replacement of the Goods pursuant to conditions 7.1 and 7.2.

8. TERMINATION

8.1 Subject always to condition 9 neither the Customer nor the Supplier shall be entitled to terminate a Contract before the expiry of the Hire Period unless agreed with the other party.

9. DEFAULT

9.1 If the Customer:-

9.1.1 fails to make any payment to the Supplier when due without just cause;

9.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 24 hours of receiving notice requiring the breach to be remedied;

9.1.3 persistently breaches the terms of the Contract;

9.1.4 provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

9.1.5 pledges, charges or creates any form of security over any Goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Customer, has a Bankruptcy Petition presented against it or the Customer takes or suffers any similar action in any jurisdiction;

9.1.6 being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer, any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

9.1.7 appears reasonably to the Supplier to be financially inadequate to meet its obligations under the Contract; and/or

9.1.8 appears reasonably to the Supplier to be about to suffer any of the above events, then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in condition 9.2.

9.2 If any of the events set out in condition 9.1 occurs in relation to the Customer then:-

9.2.1 so far as the law permits, the Supplier may enter, without prior notice, any premises of the Customer where Goods owned by the Supplier may be and repossess any Goods;

9.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress under this and/or any other Contract with the Customer;

9.2.3 the Supplier may immediately cancel, terminate and/or suspend without Liability to the Customer the Contract and/or any other contract with the Customer; and/or

9.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.

9.3 Any repossession of the Goods envisaged under condition 9.2 shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to repossession of the Goods.

9.4 Upon termination of the Contract the Customer shall immediately:

9.4.1 return the Goods in accordance with conditions 4.6 and 4.7 or make the Goods available for collection by the Supplier as requested by the Supplier; and

9.4.2 pay the Supplier all arrears for the Hire Charges arising under the Contract.

10. LIMITATIONS OF LIABILITY

10.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

10.2 The Supplier shall have no Liability to the Customer if, without just cause, any monies due in respect of the Goods and/or the Services has not been paid in full by the due date for payment.

10.3 The Supplier shall have no Liability for additional damage, loss, consequential loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.

10.4 The Customer shall give the Supplier a reasonable opportunity to remedy any matter for which the Supplier is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Supplier shall have no Liability to the Customer.

10.5 The Supplier's total Liability to the Customer for:

10.5.1 breach of contract;

10.5.2 tort (including negligence); and

10.5.3 breach of statutory and/or common law duty, arising from or in connection with any Contract

shall not cumulatively exceed the amount of the Hire Charges under such Contract or £100 (one hundred pounds) whichever is the higher. To the extent that any Liability of the Supplier would be met by any insurance of the Customer, the Liability of the Supplier under a Contract shall be reduced by the amount paid out to the Customer by its insurer.

10.6 Nothing in this Contract shall exclude or limit the Liability of the Supplier for death or personal injury due to the Supplier's negligence.

11. GENERAL

11.1 Upon termination of the Contract the applicable provisions of conditions 3, 5 and 7 shall continue in full force and effect.

11.2 Each hire of an item of Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Goods.

11.3 No variation to the Contract shall be valid unless it is in writing and signed by or on behalf of both the Customer and the Supplier by a duly authorised officer of the parties.

11.4 The Customer shall not, or purport to, assign its rights or transfer or subcontract any of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.5 The Customer shall be liable, where applicable, for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

11.6 The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer.

11.7 No waiver by the Supplier of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.

11.8 If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

11.9 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay or non-performance is due to any Force Majeure Event.

11.10 These Terms and Conditions together with the other agreed terms comprising the Contract and any document expressly referred to in any of its terms contains the entire agreement between the Customer and the Supplier relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, in relation to such matters. No oral explanation or oral information given by either the Customer or the Supplier shall alter the interpretation of the Terms & Conditions or the Contract.

11.11 The Customer agrees that the only remedy available to it for breach of any term expressly set out in the Contract shall be a breach of contract. Nothing contained in this condition 11.11 shall however operate to limit or exclude any liability of either the Customer or the Supplier for fraud or fraudulent misrepresentation.

11.12 Subject to condition 11.13, all third party rights are excluded and no third parties shall have any rights to enforce the Contract.

11.13 Without prejudice to the generality of condition 11.12 a finance company with whom the Supplier has an outstanding finance agreement relating to the Goods shall, subject to the Supplier's consent, have the right to enforce this Contract as if they were the Supplier.

11.14 This Contract is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.