

## Prism Lighting Ltd Terms & Conditions of Hire & Sale

### 1. Definitions

- 1.1 "the Equipment" shall mean goods, components and other items hired or sold by Prism Lighting Ltd or any part thereof.
- 1.2 "Contract" means a contract for the hire of the Equipment concluded by the acceptance by Prism Lighting Ltd of a purchase order given either verbally or in writing by the Customer.
- 1.3 The Contract shall be interpreted and applied in accordance with English Law and the parties to this contract agree to submit to the exclusive jurisdiction of the English Courts.
- 1.4 "the Company" means Prism Lighting Ltd.
- 1.5 "the Customer" is the person, firm, corporate or public body hiring or purchasing the Equipment. Any person purporting to act on behalf of the customer shall be bound by the Contract.
- 1.6 "Consequential Loss" shall mean loss of profits, contracts or other consequential loss or damages whatsoever

### 2. Hire Terms

Any terms or conditions in the Hirer's order or other documentation of whatsoever kind which are inconsistent with these conditions shall have no effect.

### 3. Hire of Equipment

- 3.1 All the Equipment hired remains the property of the Company Prism Lighting Ltd reserves the right to substitute equipment of a similar quality to the Equipment for all or part of the hire period
- 3.2 Hire charges commence from the date stated in the Contract and are payable for the full period of the hire irrespective of whether or not the equipment is in use.
- 3.3 Equipment must be returned by midday on the date specified on the Contract in a clean and serviceable condition.
- 3.4 Additional charges accrue at the full weekly hire rate with Consequential Loss in the event of the breach of these conditions or the equipment not being available for use by other customers.
- 3.5 All cables must be returned neatly coiled and taped and in default a charge of £2.00 per cable will be made.
- 3.6 The Customer shall return all faulty lamps to Prism Lighting Ltd. If they are not returned their full replacement cost will be charged to the Customer.
- 3.7 All charges are payable on demand.

### 4. Delivery

- 4.1 The signatory to the Contract warrants that they are duly authorised on the Customer's behalf to enter into the Contract and hereby personally indemnifies Prism Lighting Ltd against all losses and costs that may be incurred by Prism Lighting Ltd if this is not the case.
- 4.2 Any dates and times quoted by the Company for delivery of the Equipment are approximate only and Prism Lighting Ltd shall not be liable for any delay or consequential loss caused by the delay in delivery of the equipment howsoever caused.
- 4.3 The Customer's responsibility for the Equipment commences on receipt of the equipment by the Customer or his agent or on delivery and ends when the Prism Lighting Ltd are in possession of the Equipment.
- 4.4 The Customer shall conduct a reasonable inspection of the Equipment upon receipt.  
If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged or that some of the Equipment is missing, the Customer shall notify Prism Lighting Ltd and the carrier immediately by phone and in writing within three days of the date of receipt.

### 5. Ownership

The Equipment shall at all times remain the property of Prism Lighting Ltd. The Customer shall have no rights to the equipment other than as hirer and the Customer shall not do or permit or cause to be done any matter or thing whereby the rights of Prism Lighting Ltd in respect of the equipment are or may be prejudicially affected.

### 6. Use of the Equipment

- 6.1 The Customer shall ensure that the Equipment is installed and used by competent and qualified personnel in a safe and proper manner which complies with any applicable statute, regulation or order from time to time in force affecting the equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it and further will not allow the Equipment to be misused.
- 6.2 The Customer will at all times fully indemnify Prism Lighting Ltd against any expense liability, financial loss claim or proceedings repossession collection return or non return of the equipment.
- 6.3 The Customer shall at its expense keep the Equipment in good repair, condition and working order.
- 6.4 The Customer shall not without the prior written consent of Prism Lighting Ltd make any modification or alteration to the Equipment.
- 6.5 The Customer shall not without the prior written consent of Prism Lighting Ltd take the equipment outside mainland Great Britain.
- 6.6 The Customer shall immediately notify Prism Lighting Ltd of any breakdown or unsatisfactory working of the Equipment.
- 6.7 The Customer shall under no circumstances attempt to repair the Equipment without prior authorisation from Prism Lighting Ltd.
- 6.8 Any damaged or unsatisfactory Equipment must be returned at the Customer's expense to Prism Lighting Ltd's warehouse for examination.
- 6.9 If the equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person the Customer shall notify Prism Lighting Ltd immediately.
- 6.10 Any electrical equipment should be used with plugs as fitted.
- 6.11 The Customer shall be responsible at all times to ensure a proper and correct supply of electricity for use with the Equipment and ensure that the Equipment shall at all times be properly and correctly earthed.
- 6.12 The Customer shall ensure that the Equipment is compatible and may be properly and safely used with any other equipment being used by the Customer.
- 6.13 The Customer shall be responsible for ensuring that any Equipment is suitable for their purposes.
- 6.14 The Customer shall allow Prism Lighting Ltd to inspect the Equipment upon request.

### 7. Condition of Returned Equipment

- 7.1 The Customer is fully responsible for care safe keeping and return of good order of the Equipment.
- 7.2 The Customer will reimburse all costs incurred by Prism Lighting Ltd in rectifying the condition of any Equipment returned damaged or unclean howsoever caused and shall pay a charge at the full daily rate together with interest and any Consequential Loss until rectification.

### 8. Loss, Damage & Insurance

- 8.1 In the event of any loss or damage to the Equipment the Customer shall pay for the full replacement cost, or the cost of restoring it to good working order and the Customer shall pay the full hire rate and any Consequential Loss until the Equipment is repaired or replaced.
- 8.2 The Customer shall during the Hire Period (without prejudice to the liability of the Customer to the Company pursuant to Condition 7.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks).

The Customer shall notify its insurers that the Equipment is on hire from Prism Lighting Ltd and request the insurers to endorse a note of such interest on the policy, naming Prism Lighting Ltd as loss payee. The Customer shall on demand show to Prism Lighting Ltd the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

- 8.3 Where any event or accident shall occur which is a risk covered by the Customer's insurance hereunder, the Customer shall immediately notify Prism Lighting Ltd thereof. The Customer shall hold any monies received by the same as Prism Lighting Ltd directs.
- 8.4 The Customer shall not compromise or settle any claim without the express consent of Prism Lighting Ltd.

### 9. The Customer's Indemnities

- 9.1 The Customer shall be solely responsible for and hold Prism Lighting Ltd fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Prism Lighting Ltd as a result of any accident involving the Equipment.
- 9.2 The Customer shall be solely responsible for and hold Prism Lighting Ltd fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Prism Lighting Ltd as a result of any breach or default on the part of the Customer in the discharge of its obligations under any Contract.

### 10. Limitations of Liability

- 10.1 Nothing in these terms & conditions shall make Prism Lighting Ltd liable for any consequential loss to the Customer including any expense liability loss claim or proceeding whatsoever caused by including adverse weather conditions or arising out of late delivery, non delivery, unsuitability, incompatibility or unlawful repossession of the equipment of the equipment or any part thereof or any breakdown or stoppage of the same.

### 11. Termination of Hire

- 11.1 Prism Lighting Ltd shall be entitled to terminate the Contract with immediate effect and to repossess the Equipment if at any time;
- a) The Customer is in breach of these Terms and Conditions, or  
b) The Customer's solvency is in the reasonable view of Prism Lighting Ltd in doubt. Such termination shall not affect the right of Prism Lighting Ltd to recover from the Customer any monies due under this Contract interest consequential loss or damages for breach.
- 11.2 On termination of a Contract (howsoever occasioned) the Customer shall no longer be in possession of the Equipment with Prism Lighting Ltd's consent and shall unless otherwise agreed with Prism Lighting Ltd forthwith return the Equipment to Prism Lighting Ltd in good order.
- 11.3 The Customer hereby authorizes Prism Lighting Ltd to enter upon any property upon which Prism Lighting Ltd reasonably believe any equipment to be and Prism Lighting Ltd in their absolute discretion may recover and remove the equipment.

### 12. Cancellation Policy

In the event of the Customer revoking their Purchase Order for any reason whatsoever Prism Lighting Ltd reserves the right to charge in full or part for the cancelled hire as follows:

Cancellation 30 days prior to the hire start date – no charge.  
Cancellation between 30 - 15 days prior to the hire start date – 30% charge.  
Cancellation 14 days – 48 hours prior to the hire start date – 50% charge.  
Cancellation less than 48 hours prior to the hire start date – 100% charge.