



TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

1. General:

The terms and conditions set out below shall be the basis of all Contracts of Hire with Bradley Media Ltd which shall be concluded by a Rental Agreement form by any person, persons or body corporate and the handing over of goods by Bradley Media Ltd on the basis of such Rental Agreement.

2. Definition:

These terms and conditions refer to Bradley Media Ltd., whose principal place of business is Monarch House, Queen Street, Leeds, LS1 1LX.

The hirer shall mean any person, persons or body corporate entering into a rental agreement with Bradley Media Ltd for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with Bradley Media Ltd subject to any addition or amendment which shall be in writing and ratified by a Director of Bradley Media Ltd.

3. The period of hire:

The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Bradley Media Ltd) and shall terminate when the equipment is returned to Bradley Media Ltd and receipt given. It is the responsibility of the hirer to obtain such receipt for the return of equipment, which will represent sole evidence of the return of equipment to Bradley Media Ltd.

4. Equipment:

(a) The hirer will satisfy himself on taking possession of all equipment that it is in good working order and is undamaged. The hirer's signature on the rental agreement will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the substandard condition or working of the equipment must be notified to Bradley Media Ltd and (if the rental is to proceed) a note endorsed on the Rental Agreement is to be countersigned by Bradley Media Ltd.

(b) All equipment on hire remains the absolute property of Bradley Media Ltd.

(c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment during the period of hire unless the express written consent of Bradley Media Ltd is first obtained.

(d) In the event that the hirer intends to take equipment out of the UK or use the same for any abnormal or hazardous assignment then consent must first be obtained from Bradley Media Ltd. who, at their sole discretion, may vary the terms of the rental or refuse rental.

5. Damage or loss to equipment hired:

(a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify Bradley Media Ltd. in respect of any loss or damage howsoever caused whilst in the Hirer's possession.

(b) All damage or loss will be referred to Bradley Media Ltd immediately. Following which, the goods must be returned to Bradley Media Ltd for assessment, repair or replacement.

(c) The hirer shall be liable to pay the full cost of repair or replacement of any equipment lost or damaged. If the damage is beyond repair, the hirer will be liable to the full replacement cost - providing new equipment of the same (or nearest available) specification.

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(d) In the event of loss or damage to equipment, the period of hire will, without further reference to the hirer, extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made, whether or not such period extends beyond that of the original rental agreement.

6. Liability:

(a) Bradley Media Ltd shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non-functioning equipment during the period of hire. Bradley Media Ltd will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

(b) The hirer will indemnify Bradley Media Ltd at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.

(c) In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter Bradley Media Ltd shall have no liability whatsoever in respect of the loss damage or imperfection of any such material and the hirer will fully indemnify Bradley Media Ltd in respect of any such claims by a third party.

7. Rental Fees:

(a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.

(b) Bradley Media Ltd reserves the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement.

(c) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of Bradley Media Ltd. up to **thirty days** after the date of any invoice subsequently issued.

(d) Bradley Media Ltd reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.

(e) Where the hirer is a body of corporate registered in the United Kingdom, Bradley Media Ltd may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify Bradley Media Ltd in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company.

Signed:

Print:

Company:

Date: