

LITEWORX.TV LIMITED

Terms & Conditions of Hire

These terms and conditions form the terms of our agreement with you, our valued client and customer. You are hiring state of the art equipment and consequently it is very important that you read this document carefully and ask us any questions that you may have.

MONEY

Timing of payment is crucial. Time for any payment is always of the essence and any sums due to LITEWORX.TV LTD must be paid without any set-off, deduction, or counterclaim and in full by way of cleared funds. LITEWORX.TV LTD may, at its sole discretion, agree a reasonable credit limit for you subject to the right to terminate or suspend the contract for hire of the Hire Goods and/or the provision of Services, if you exceed or it believes that you may exceed any credit limit.

RISK, TITLE AND INSURANCE

Risk in the Hire Goods and any Products passes immediately to you once they leave our physical possession and control. Risk in the Hire Goods (i.e responsibility for them) will remain with you and will revert to us once the Hire Goods are back in our physical possession and even if we have agreed to cease charging you.

Title and ownership in the Hire Goods remains at all times with LITEWORX.TV LTD. You will have no right, title or interest in or to the Hire Goods at any time. You will not do or permit anything to be done which will or may jeopardise LITEWORX.TV LTD's title. Title in any Products remains with LITEWORX.TV LTD until all monies payable to LITEWORX.TV LTD have been paid in full. You must not deal with title or any interest in the Hire Goods; this includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, exerting a lien and/or lending the Hire Goods but you may re-hire the Hire Goods to a third party with our prior written consent.

You will, at your own expense, be responsible for the fully comprehensive insurance of the Hire Goods. If you make a claim on the insurance you will settle any claim with our written agreement and the proceeds of any claim will be paid to us immediately and if held by you held in trust to our order. You agree not to do or permit anything to be done which could invalidate any policy of insurance.

DELIVERY, COLLECTION AND SERVICES

It is your responsibility to collect the hire goods from us. We may be able to deliver for a fee. You are responsible for the acts or omissions of your agents, employees, sub-contractors or any other person who acts on your behalf under this agreement. You are also responsible for the acts or omissions of our staff and agents where they are acting under your direction, instructions, guidance or advice.

You will provide sufficient access to and from any relevant site and provide sufficient unloading space, facilities, equipment and access to the power supplies for our employees, subcontractors and/or agents to allow them to carry out the Services.

You warrant that the site where the Services are to be performed is, where necessary, safe, cleared and prepared before the Services are due to commence.

If any Services are delayed, postponed and/or are cancelled due to failing to comply with your obligations, you will be liable to pay our additional standard charges from time to time for such delay, postponement and/or cancellation.

CARE OF HIRE GOODS

You agree to take care not to interfere with the hire goods their working mechanisms or any other parts of them and take reasonable care of them and only use them for their proper purpose in a lawful, safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to you and to notify us immediately after any breakdown, loss and/or damage.

You will, at your own expense and proper measures to protect the hire goods from theft, damage and/or other risks and notify us of any change of your address and upon our request provide details of the locations of the Hire Goods and permit us at all reasonable times to inspect the Hire Goods, including procuring access to any property where the Hire Goods are situated.

You agree to keep the Hire Goods at all times in your possession and control and not to remove the Hire Goods from the United Kingdom without our prior written consent and be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or any operating instructions except to the extent that we have agreed to provide them as a part of any Services.

You agree not to do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods, not to continue to use the Hire Goods where they have been damaged and will notify us immediately if the Hire Goods are involved in any incident resulting in damage to or loss of the Hire Goods, other property and/or injury to any person. Where the Hire Goods require fuel, oil and/or electricity you agree to ensure that the proper type is used and then, where appropriate, the Hire Goods are properly fitted by a qualified by a competent person.

You agree that the Hire Goods must be returned by you in good working order and condition (fair wear and tear excepted) and in a clean condition (every day grime excepted) together with all insurance policies, licenses, registration and other documents relating to the Hire Goods.

BREAKDOWN, LOSS & DAMAGE TO THE HIRE GOODS

Allowance will be made in relation to Rental to you for any non-use of Hire Goods due to the breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that you inform us immediately of the breakdown.

You indemnify us and shall be responsible for all expenses, loss (including loss of Rental) and/or repairs or damage suffered by us arising from any breakdown of the Hire Goods due to your failures, negligence, misdirection and/or misuse of the Hire Goods. We will at our own cost carry out all the routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. You must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by us. If the Hire Goods are returned in damaged, unclean and/or defective state (except where due to fair wear and tear) you shall be liable to pay us for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and the Rental until such repairs and/or cleaning have been completed.

You will pay to us the replacement cost on a new for old basis of Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period. You shall also pay to us the Rental until you have been paid the amount representing the replacement cost of such Hire Goods.

TERMINATION BY NOTICE

If the Hire Period has a fixed duration neither party will be entitled to terminate the Contract before the expiry of that fixed period unless otherwise agreed.

If the Hire Period does not have a fixed duration either party is entitled to terminate the Contract upon giving to the other party any agreed period of notice. If no period has been agreed or specified you may terminate the Hire Period by the physical return of the Hire Goods to us. We shall be entitled to terminate the hire of the Hire Goods by giving not less than 14 days' notice to you.

BREACH OF THIS AGREEMENT

We may enter without prior notice any of your commercial premises (or residential premises with your consent or premises of third parties with their consent) where the Hire Goods owned by the Supplier may be and repossess any Hire Goods, withhold the performance of any Services and cease any Services in progress, cancel, terminate and/or suspend the terms of this agreement (and all monies owed by you to us shall immediately become due and payable) if you fail to make any payment to us when it falls due or breach a term of this agreement or provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract or appear to us due to your credit rating to be financially inadequate to meet your obligations under this agreement or you pledge, charge or create any form of security over any Hire Goods, or cease or threatens to cease to carry on business, or proposes to compound with your creditors, apply for an interim moratorium in respect of claims and/or proceedings or has a bankruptcy petition presented against you, or being a company, enter in to voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all any of your assets, any attachment order is made against you or any distress, execution or other legal process is levied on any of your property or you take or suffer any similar action in any jurisdiction:

We may also exercise the above rights if it appears reasonably to us that you are to be about to suffer any of the above events.

Any repossession of the Hire Goods shall not affect our right to recover from you any monies due under the contract and/or any damages in respect of any antecedent breach. Upon the termination or expiry of an agreement you shall immediately return the Hire Goods to us or make the Hire Goods available for collection by us, at our election, pay all arrears for the Rentals to us together with any charges for any Services, monies for any Products and/or any other sum payable under this agreement.

LIMITATIONS OF LIABILITY

All our 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. In respect of any loss or damage to your property we expressly exclude our liability.

Any defective Hire Goods must be returned to us for inspection, if requested by us before the accrual of any liability for defective Hire Goods. To the extent permitted by law, we shall have no liability to you if any monies due in respect of the Hire Goods and/or the Services has not been paid in full by the due date for payment.

We shall have no liability for additional damage, loss, liability, claims, costs or expenses caused or contributed to by your continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to you.

You shall give LITEWORX.TV LTD a reasonable opportunity to remedy any matter for which we are liable before you incur any cause and/or expense in remedying the matter and any failure to do so shall extinguish our liability to you.

We shall have no liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us. Without prejudice to the above, we shall have no liability to you for any:

Consequential losses (including loss of profits and/or damage to goodwill); Economic and/or other similar losses, special damages and indirect losses; and/or business interruption, loss of business, contracts and/or opportunity, in each case, however caused, even if foreseeable and within the contemplation of the parties.

Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each liability for breach of contract, liability in Tort (including negligence); and liability for breach of statutory duty. Nothing in this agreement shall exclude or limit our liability for death or personal injury due to our negligence.

GENERAL

Each hire of an item of Hire Goods shall form a distinct contract which shall be separate to any other contract relating to other hire goods.

You agree to indemnify us and keep us indemnified against any and all losses, lost profits, damages, claims, costs (including legal cost on a full indemnity basis), actions and any other losses and/or liabilities suffered by us and arising from or due to any act, omission or breach of any of your obligations.

No waiver by us of any breach by you under this agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision. Any failure or delay by us to exercise any right or remedy available to us shall constitute a waiver of such right or remedy.

If any provision of this agreement is held by the Court or any other competent authority to be unenforceable in whole or in part, the validity of the other provisions of this agreement the remainder of the affected provision(s) shall be unaffected and shall remain in full force and effect.

We shall have no liability to you for any delay and/or non-performance due to any events outside our reasonable control including but not limited to acts of God, war, flood, fire, liable disputes, strikes, lock-outs, riots, civil commission, malicious damage, explosion, governmental actions and any other similar events.

A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999. You may not assign, transfer, charge or deal in any other manner with this agreement or of any rights or obligations under it.

This agreement is subject to English law and jurisdiction of the English courts.

Definitions

"Deposit" means any money required by us to be paid as security. "Hire Goods" means all goods hired to you. "Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including weekends and Bank Holidays) and ending up on the return of the Hire Goods by you to our possession. "Products" means a product or goods provided by us to you.

"Rental" refers to our fees. "Risk" means all risks resulting in loss, theft, damage or destruction and the corresponding liability to replace or repair the Hire Goods in the event of loss, theft, damage or destruction. "Supplier" or "we" or "us" or "LITEWORX" means LITEWORX.TV LTD. "Service" means a service and/or work (if any) to be performed by LITEWORX in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.