



Identification and Payment - Terms and Conditions of Hire.

*Please print off prior to collection and keep with you during the rental period.
All information contained in these pages is taken to be that which forms a written contract between Trail Pictures Limited and the Company or Individuals hiring from us.*

Please note: It is the hirer's responsibility to make sure all operators are fully qualified to operate any equipment hired from Trail Pictures Limited. The company cannot accept any responsibility for any accidents or damage caused by incorrect use of hired equipment.

Business Hire please contact us for ID requirements and payment terms.

Private Client Hire Identification/Payment Requirements:

In addition to a **current passport**, private clients must supply a minimum number of 2 forms of identification with their name and address showing. All names and addresses must match each other. These forms of identification should be **original** documents and not photocopies. These could be:

- bank statements
- driving licence
- utility bills - (but not invoices)

If a driving licence is shown, it should be accompanied by the paper part of the licence as well as the plastic card. With the exception of the driving licence, these identification forms should all be dated within the last three months.

All Private Client hire charges must be paid in advance or on collection of equipment via cash (or cheque if previously agreed) when we will provide you with VAT invoice as receipt of payment.

RENTAL AGREEMENT TERMS AND CONDITIONS

1) In the terms and conditions of this rental agreement the following definitions shall apply: -

a) "TP" shall mean TRAIL PICTURES LIMITED.

b) "The client" shall mean the person(s), firm or company renting the equipment.

c) "The equipment" shall mean the equipment specified on the rental agreement/delivery/order note.

2) This rental agreement is subject to the terms and conditions set out below and supersedes all previous written or oral agreement or contracts. Any additional contract clause shall only apply if previously agreed in writing by TP.

3) All oral communications between TP and the client shall be confirmed in writing within two days. TP shall not be liable for the consequences of any inaccuracies or misunderstandings caused by the client failing to confirm his order in writing or the consequence being lost in the post.

4) The equipment shall be delivered and collected at a time and place mutually agreed between TP and the client. TP will endeavor to comply with any delivery schedules but will accept no liability for failing to do so in circumstances beyond its control. When the equipment is delivered to or collected by the client, the client or his representative shall sign the Delivery Note presented by TP and in doing so shall accept that the equipment has been delivered in good working order and as specified in the Delivery Note.

5) TP will endeavor to ensure that the equipment rented to the client is in good working order and condition at the time of delivery to or collection by the client. It is the responsibility of the client to ensure that the equipment is suitable for the purpose of which it is rented. The client shall ensure that the equipment is

operated in a professional and safe manner and is required to store and operate it in a secure and suitable place.

6) The client will not open the outer case or remove any circuit board, label, sign or serial number etc of the equipment – all repairs and servicing must be made by TP. The client is responsible for any damage to the equipment caused by carelessness, misuse or incompetence and will be charged accordingly for reparation and restoration.

7) The equipment shall not be taken outside of the boundaries of England, Scotland or Wales unless authorised to do so by TP in writing.

8) During this rental agreement the client shall pay TP rental fees as outlined and agreed on the rental agreement. The client shall be liable for payment of rental charges as from the commencement of the rental period until a time not less than 24 hours later. In this agreement a 24-hour period or part constitutes 1 day's rental.

9) All rental or other charges will be calculated on a daily basis and terms of payment will be agreed prior to hire. If we extend credit to you the normal payment time is within 30 days from the date of issue of the invoice. Any amount outstanding after 30 days will attract interest at a rate of 3% per month until the full amount has been paid. Such an interest charge will be compounded at the end of each month.

10) TP reserves the right to charge a cancellation fee not exceeding the full rental charge of the agreement. If less than 24 hours notice is given a full fee will be charged based on the amount quoted.

11) The client shall pay VAT on the full invoice value.

12) The equipment remains at all times the property of TP and the client shall have no right, title or interest in it except that granted by TP under the terms of this agreement. The client shall not sell, offer for sale, assign, mortgage, pledge, underlet, lend, hire, rent or otherwise deal with the equipment in part or full. The client shall keep the equipment in his own possession for his own use.

13) The amount of deposit (if any) specified in the rental agreement shall be deducted from the invoice when the equipment has been returned to TP undamaged and in full working order.

14) TP will terminate the agreement by written notice and reserve the right not to enter into further agreements under the following circumstances: -

a) The client fails to pay any charges later than 30 days from the invoice date.

b) The client fails to observe any of the conditions contained in this agreement.

c) The client declares himself bankrupt, or goes into liquidation or has a receiver appointed or is subject to a receiving order.

15) The termination of the rental agreement for any reason whatsoever shall not affect the right of TP to recover any rental charge or moneys or damages from the client.

16) Any changes made to the rental agreement shall not effect the rights of TP under the terms and conditions of this agreement

17) TP shall not in any circumstances be liable to the client or any third party for any claims in respect of loss of profit, special damages or any consequential loss whatsoever, or be under any liability for loss or damage to persons or property howsoever caused whether arising directly or indirectly from the rental of use of the equipment by the client.

18) TP reserve the right to subcontract all or any part of the client's order and to assign or otherwise deal with in any way whatsoever in the interest of TP and or in the equipment and in the agreement.

19) The client uses original or unique material in connection with the equipment at their entire risk. TP will not under any circumstances accept any responsibility for any loss or damage to this material.

20) The client must provide proof of adequate insurance cover (minimum to be agreed beforehand) before TP will accept the rental agreement.

Please note: In the event of a claim we would require the equipment to be replaced on a new for old basis and not the market value.

21) All invoices, notices, demands or any communication from TP to the client shall be regarded as having been properly delivered to the client if posted by first class post to or left at the address of the client stated on this agreement and shall be regarded as having been delivered the day after dispatch.

22) If the client defaults in payment of any sum or sums payable to TP under the rental agreement for a period of more than 90 days from the invoice date the directors of the company will upon written request by TP pay such sum as may be outstanding under the rental agreement.

I HAVE READ THE ABOVE AGREEMENT AND AGREE TO ABIDE BY IT

x. _____
The Client

x. _____
Trail Pictures Limited

Date _____