



Stu Culley Photo Services

Hire of Equipment Terms and Conditions

2024

Background Information

These Terms and Conditions shall apply to the hire of all Photography Equipment (“the Equipment”) from Stu Culley Photo Services (“the Company”) by customers (“the Person, Company”) who are hiring the Equipment for use at their business premises (“the Premises”).

Duration of Hire

The agreed length of Hire will be set out in the Hire Agreement document.

If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact Stu Culley Photo Services by E-mailing stuculleyaccounts@icloud.com to arrange such an extension. Extensions may be made for up to Three Months subject always to the existence of prior reservations made by other customers.

Stu Culley Photo Services shall use its best and reasonable endeavors to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire Term.

Stu Culley Photo Services reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will not be charged for any remaining time in the Hire Term.

The duration of hire shall commence with the Customer taking possession of the equipment and shall terminate when equipment is returned.

Where equipment is delivered by the company or collected by the Customer, Customer’s agents such delivery or collection is at the customer’s risk and expense. The customer shall be liable for physical loss and damage as well as any delay to the equipment from the time the equipment leaves Stu Culley Photo Services premises until it is returned to the company premises whether or not the equipment is being delivered or collected by Stu Culley Photo Services.

If the Customer is collecting and/or returning the equipment from the premises of Stu Culley Photo Services it must be at a mutually agreed time slot on the appropriate day and date.

In the event that any Equipment is unavailable for returning to Stu Culley Photo Services on the agreed date the Customer shall be required to pay the relevant Hire Fees for the missing items up to and including the day that they are returned to the Company (at the Customer's expense).

The Equipment

The customer will satisfy themselves on taking possession of all equipment that it is in good working order and in undamaged condition, with all items and accessories listed on the Hire Agreement document to be present and undamaged.

All equipment on hire remains the absolute property of Stu Culley Photo Services.

The hirer shall have no authority to transfer or otherwise part with any of the equipment during the period of hire.

Use and Care of the Equipment

The Customer may only use the Equipment for the normal purpose for which it is intended.

The Customer may only use the Equipment for legal and legitimate purposes.

All Equipment must be used in accordance with any and all operation and safety instructions.

Certain items of Equipment may require specialist training prior to use. The Customer must ensure that such training is provided to all employees (and any other relevant individuals for whom it may be responsible) that will use the Equipment during the Hire Term.

The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

The Customer may not affix the Equipment to anything unless using fixings approved by the manufacturer.

The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.

Damage or Loss to Equipment Hired

It shall be the absolute responsibility of the customer to ensure the safe keeping of equipment and the customer will compensate Stu Culley Photo Services in respect of any loss or damage howsoever caused whilst in the hirer's possession.

All damage or loss will be notified to Stu Culley Photo Services immediately (or as soon as practicable) following which the goods must be returned to Stu Culley Photo Services for repair or replacement should repair be uneconomic.

The hirer may not carry out repairs to the damaged equipment.

The hirer shall be liable to pay the full cost of repair and/or replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.

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.

Insurance

It is the responsibility of the Customer to fully and comprehensively insure the Equipment against loss, damage and theft. The value stated for the Equipment shall be that shown in the Company's current Price List.

The Customer shall supply proof of such insurance to the Company on demand.

Liability

Stu Culley Photo services 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. Stu Culley Photo Services will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.

The hirer will compensate Stu Culley Photo services at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.

Rental Fees

During the Rental agreement the hirer will pay the rental fee as specified in the original estimate/hire agreement document plus V.A.T.

The Rental fee will be specified as a Five-day weekly rate.

If the equipment is returned to Stu Culley Photo Services midway through a week, then the rental rate will be charged on a daily rate for that final part week

Stu Culley Photo Services reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement.

All fees stated on the original estimate/ rental agreement will be terminated at the time of the hirer returning the equipment to Stu Culley Photo Services.

The customer may be charged an additional amount of **£10.00 (Ten Pounds)** per working day for each day the equipment has not been returned, in addition to the rental fee.

Payment

Total payment for hire goods/equipment used shall be made at the end of the hire period, within Seven days of the customer receiving our invoice unless by prior written contract to extend this credit agreement to Thirty days.

We accept the following methods of payment:

Credit or Debit Cards

Bank Transfer

PayPal

If you do not make payment to Us by the due date as shown on our invoice.

We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of The Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. An additional Debt recovery charge will also be added in line with the UK Government's guidelines.

Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the United Kingdom.

Any dispute between Stu Culley Photo Services and the Customer relating to these Terms and Conditions shall fall within the jurisdiction of the various courts of the United Kingdom.