

Basis Lighting Rental / Terms & Conditions / April 2023

1. Definitions

1.1. "Company" means Basis Lighting Limited trading as Basis Rental Limited of Units 3-4, The Dove Centre 109 Bartholomew Road, London, NW5 2BJ and its successors and assigns.

1.2. "Customer" means the person, firm, company or partnership who requests, hires, purchases equipment and/or goods or from the Company.

1.3. "Equipment" means the equipment and all accessories hired out or supplied by the Company to the Customer or any replacements or substitutes and all accessories and additions made thereto.

1.4. "Contract" means the agreement between the Company and the Customer for the hire of the Equipment, or the sale and purchase of goods in accordance with and incorporating these Terms & Conditions.

1.5. "Hire Period" shall commence on the Delivery Date and (unless terminated earlier in accordance with these Terms and Conditions) shall continue until the Termination Date. The minimum Hire Period shall be One Week.

1.6. "Hire Charges" means the rates agreed and payable for the hire of Equipment set out in the Quotation.

1.7. "Quotation" means the written quotation made available by the Company to the Customer, setting out the price and, where applicable, quantity, in respect of any combination of the Equipment.

2. Acceptance of Terms and Conditions

2.1. Unless otherwise agreed in writing by a director of the Company any order by the Customer for Equipment shall be construed as an express acceptance of these Terms and Conditions and the Quotation which shall prevail to the exclusion of all other terms.

2.2. The Customer may order Equipment by confirming the acceptance of Quotation either in writing (including email) or verbally, by telephone or in person.

2.3. All orders for Equipment shall be binding on the Customer whether or not they are confirmed by the Company. The Company shall be entitled to assume that any person placing and/or signing an order on behalf of the Customer is authorised to do so.

2.4. The Company reserves the right in its absolute discretion to refuse to accept any order.

3. Condition of Equipment at Commencement of Hiring

3.1. The agreement is entered into on the basis that the Customer has inspected the

Equipment and is satisfied as to its condition in respect of defects that such an inspection ought to have revealed.

4. Electrical Safety

4.1. All Equipment supplied is regularly PAT tested by a competent person. Any Equipment supplied which has not been tested will be indicated as such in the Quotation and is only hired on the basis that the Customer will have it PAT tested by a competent person before its use.

4.2. Any Equipment should be used with plugs and/or sockets as fitted.

4.3. If other plugs or sockets are to be fitted by the Customer, a competent person who shall also reinstate the same to the original condition shall carry out such work. Any such alteration must be PAT tested and certification provided to the Company.

4.4. The Customer shall be responsible at all times to arrange the proper supply of electricity for use with the Equipment.

4.5. The Customer shall ensure that the Equipment shall at all times be properly earthed once installed.

5. Equipment Maintenance and Repairs

5.1. The Customer shall ensure that the Equipment remains serviceable and clean during the hire period.

5.2. Any breakdown or unsatisfactory working of the Equipment shall be immediately notified to the Company by telephone and subsequently confirmed in writing.

5.3. The Customer must not repair the Equipment without the express permission of the Company.

5.4. The Equipment must not be removed from the specified location(s) as indicated in the Contract Details, or from any subsequently agreed location without prior consent of the Company.

6. Responsibility/Insurance

6.1. The Customer is responsible to the Company from the commencement of the hiring for the safekeeping of the Equipment and for its use in a proper manner.

6.2. The Customer agrees to pay the full cost of any repairs needed as a result of damage to the equipment, irrespective of cause.

6.3. The Customer agrees to pay the full retail cost of any Equipment lost, stolen or damaged beyond economic repair (without deduction for usage, wear, tear or age).

6.4. The Customer's responsibility ends when the Customer is in possession of the Company's unqualified receipt for the return of the equipment.

6.5. The Customer may be responsible for paying a charge equating to the Company's financial loss until such repairs or replacements are completed.

6.6. The Customer shall insure the Equipment against the above liability.

7. Condition of Returned Equipment

7.1. At the end of the hire, the Customer must return the Equipment to the Company (fair wear and tear excepted) in the same condition as at the commencement of the hire.

7.2. All cables and accessories must be returned. A charge may be made if this is not the case.

7.3. No marking or labeling of the Equipment is permitted if removal of the same causes any damage.

8. Consequential Losses

8.1. Nothing in these terms and conditions shall make the Company liable for any consequential loss to the Customer including any expense, liability, loss, claim or proceeding whatsoever caused by or arising out of the late delivery, non-delivery, unsuitability, incompatibility or any breakdown.

9. Payment

9.1. The Customer shall make available cleared funds for the full payment and any deposit, before the commencement of the hire period.

9.2. The deposit may be required in advance to confirm the booking.

9.3. The deposit is variable and is dependent on the value of the Equipment.

9.4. The deposit will be refunded in full subject to the return of the Equipment in accordance with the above conditions.

9.5. Equipment not returned or available for collection at the agreed end of the hire period may result in additional charges being incurred by the Customer.

10. Rights Reserved

10.1. Any failure by the Company to enforce any or all of these conditions shall not be construed as a waiver of any rights hereunder.

10.2. If any of the above terms shall be held to be invalid such invalidation shall not affect the validity of the remainder.