



Halo Lighting Ltd
98-124 Brewery Road
London E7 9PG
Tel: 0207 607 4444

TERMS AND CONDITIONS OF HIRE

For the purposes of these conditions, 'Halo' shall be deemed to refer to 'Halo Lighting Ltd' and the 'customer' to any company, partnership and individual who shall enter into any agreement with Halo.

1. These terms are additional to our general Terms & Conditions, found on our website, halo.co.uk/terms-of-use-trade/
2. The contract shall be governed by English Law.
3. Title: All equipment remains the property of Halo.
4. Hire charges: are based on the period of the contract irrespective of whether or not the equipment is in use.
5. Hire commences when:
 - Client collects and signs for equipment at Halo's premises.
 - Client's agent collects and signs for equipment at Halo's premises.
 - Halo delivers equipment to a prearranged location – whether signed for or not.
6. Hire ceases when:
 - Client returns equipment to Halo's premises.
 - Client's agent delivers equipment to Halo's premises.
 - Halo collects equipment from a prearranged location – whether signed for or not.

- Equipment is not deemed to be returned until it has been checked, inspected and declared in working order by an authorised member of the Company's staff, and the Company's paperwork signed off to confirm the end of the hire.
7. It is the responsibility of the Customer to issue a purchase order or purchase agreement for each transaction, in a case where this does not happen, we will assume that the acceptance of a quotation by anyone employed by the Customer will have full authority to order goods and services and that the Customer will be financially liable for goods provided under this premise.
 8. Equipment hired will be entirely at the Customer's risk during the hire period and the Customer will be responsible for any loss or damage thereto however arising. The Customer undertakes responsibility for insuring equipment against 'all risks' to full replacement value. Any loss or damage to the equipment is to be reimbursed to Halo by the Customer to the full replacement value thereof. In the event that the damaged/lost/stolen equipment is no longer in production, the cost of replacement for an equivalent model will be charged.
 9. The Customer will be responsible for ensuring that any relevant regulations, rules or statutory provisions governing, or relating to, the use of the hired equipment are complied with during the period of the hire and Halo in no way assumes liability for the consequences of any non-compliance with any such regulations, rules or statutory provisions.
 10. Equipment will be supplied to the Customer in full working order and Halo's liability for any defect, or failure of the equipment hired is limited to the rectification of any defect or failure arising from normal usage. Halo's liability shall not extend to consequential losses incurred by the customer as a result of malfunction of Halo's equipment. No liability will be extended by the Company for defects or failures deemed to be caused by user error, wilful damage, or neglect caused or allowed by the Customer. This clause will not affect the customer's statutory rights.
 11. Loss, failure or defects in hired equipment must be immediately notified to Halo (within 24 hours) of its occurrence, and be confirmed in writing within three days of the occurrence. In the absence of such notification, the Customer may be charged with the full cost of repair or replacement and may invalidate whatever redress is normally offered.
 12. Complaints or claims resulting from any defect or failure of the equipment hired must be subject to notifications per clause 9, if this is done and equipment is deemed to have malfunctioned through Halo's responsibility, there will be a no-quibble refund of equipment and associated costs.
 13. The Customer undertakes to ensure that the Company's equipment shall not be used for any purpose beyond its capacity or in any manner likely to result in undue deterioration of the equipment.
 14. The Company cannot be held responsible for any injuries to any person or damage to property or other equipment consequential to and arising from any improper use of the equipment by the Customer during the period of Hire.
 15. Equipment must not be altered or modified by the Customer in any way. In particular, cables must not be cut and plugs and sockets must not be rewired by the Customer. In addition, no modification or alteration by a 3rd party must be allowed by the Customer. If this is found to be the case, the client will be charged with the full cost of repair or replacement, whichever is deemed necessary by the Company.
 16. The Customer will be responsible for advising the Company as to the location of the hired equipment during the period of hire and in any change of location.

17. No equipment hired from the Company may be taken outside Mainland Britain, either to any offshore island or to any foreign country without the prior written consent of the Company.
18. It is an express condition of the hire that the Customer shall not offer for hire to any third party or parties any equipment which is the property of the Company, without the prior written consent of the Company.
19. If agreed charges are not paid on the due date then the Company will reserve the right to repossess the hired items and will not be liable for any damage or loss which may be suffered by the Customer as a consequence of any such repossession.
20. Throughout the period of hire, the Company reserves the right to repossess the equipment if any of the clauses in this contract are deemed to have been broken. The Customer must provide the Company unrestricted access to all of the equipment within 24 hours of the Company notifying the Customer.
21. In the event of any equipment ordered not being available for hire through circumstances beyond the control of the Company, the Company reserves the right to substitute equipment of similar quality for all or part of the duration of hire.
22. No information or data contained in any of the Company's catalogues or price lists shall be deemed to constitute any part of a contract of hire, such information being for the purpose of general description and guide only.
23. Before issuing any equipment of hire, the Company may require a deposit from the Customer which may be any sum up to the full replacement cost of the equipment hired. Similarly, the Company may, at its discretion, require full payment of the hire charge in advance.
24. If further charges arise during the period of hire, for example if the hire period is extended, the Company may at its discretion require immediate payment of these charges by cleared funds.
25. The Company reserves the right to refuse an extension to the period of hire once agreed.
26. In the case of late payment by the Customer, the Company reserves the right to cancel all discounts.
27. Cancellation: Halo reserves the right to charge a cancellation fee if the Customer cancels a hire, production or sale. Up to 50% of the total fee after confirmation and up to 100% when cancellation occurs 7 calendar days or less prior to the beginning of the hire, production or sale.

Reviewed: 12th July 2018



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E-mail: info@halo.co.uk Web: www.halo.co.uk
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