



Hire Agreement

Name: _____

Company: _____ **Position:** _____

Address: _____

Tel: _____ **E-mail** _____

Company Hire **or** **Private Hire**

Flood Damage Waiver: Yes **No** **Hire Agreement Number** _____

Pre Booked Collection: Yes **No** **Collection Date** _____

Collection Address: **Same** **Other**

1. This agreement is between Fish Eye Productions Ltd trading as Light and Motion UK (L&MUK) and the named hirer or company above (The Hirer)

2. The hire period starts _____ **Hrs** **Date** _____

3. The hire period ends _____ **Hrs** **Date** _____

4. The hire equipment must be returned to Light and Motion UK no later than
_____ **Hrs** **Date** _____

5. The daily rate is £ _____

6. Total hire charges before shipping, flood damage waivers, collection, damages or late return penalties are £ _____

7. The hire equipment is as listed on the attached Hire Manifest with corresponding agreement number.

8. Light and Motion UK agree to hire the equipment to the Hirer above subject to the following conditions.

- i. The Hirer is 18 or older.

- ii. *If the equipment is to be used on SCUBA then the hirer and any user must have a current SCUBA certificate issued by a recognised SCUBA training agency and at least 50 logged 'open water' dives.*
- iii. *Subject to clause 8.11 above, If the Hirer has less than 50 dives, they agree to receive training in the art of underwater videography from a suitably insured and experienced instructor certified by one of the major SCUBA agencies, before using the equipment.*
- iv. *The Hirer agrees not to hold L&MUK or any of its shareholders, officers, employees or affiliated partners liable for any claim for injury or consequential cost however caused by the fullest extent permitted by law.*
- v. *The Hirer agrees to inspect the hired equipment on delivery and will inform L&MUK as soon as reasonably possible of any missing, damaged or non functioning items contrary to those listed on the Hire manifest, and in any event no longer than 24hrs after delivery or collection. Failure to report and omissions or damage with 24 hrs of collection or delivery may disqualify any possible refunds.*
- vi. *The Hirer agrees to read all instruction manuals and safety documents included with the hire equipment prior to use.*
- vii. *The Hirer is responsible at all times for the security of the hired equipment between receipt of delivery or collection and the time the goods are received by Light and Motion UK.*
- viii. *If the hire equipment is in whole or part, damaged or lost, stolen, confiscated, lost in use or subject to any other negative event the Hirer agrees to pay L&M UK the full replacement cost value or the cost of repair whichever is the lesser amount except in the case of flood damage where a separate Flood Damage Waiver agreement has been signed between both parties.*
- ix. *The Hirer agrees to abide by L&MUK's reasonable assessment of any damage and consequential replacement or repair costs.*

9. A penalty fee equivalent to the daily charge will be levied for each 24hr period or part thereof that the hire equipment remains overdue past the agreed return date and time. Such late penalty charges will not exceed in their entirety the retail list price of the Hire equipment. If only part of the hired equipment is not returned in time then penalty charges will apply pro rata except where the missing items are of a critical operative nature to the system as a whole and not easily replaced. In these circumstances L&MUK reserve the right subject to clause 8 to charge the full daily penalty charge applicable until the items are replaced or returned whichever is the lesser amount.

10. Any pre booked collection using our couriers for the return of hired equipment to L&MUK will be carried out on the date agreed. All equipment to be returned must be available for collection at 09:00 at the specified premises. If we attempt to collect and the goods are not available then we reserve the right to charge additional collection charges if necessary.

11. The Hirer agrees that any fair late return penalties, extra collection charges, Flood Damage Waiver excess payments, repair charges, or equipment replacement

charges that become due under this agreement will be charged against the credit card used at the time of purchase, without further consulting the Hirer.

12. In no event will any liability, refunds or compensation paid out by L&MUK to the hirer exceed the hire cost paid for the hired equipment for the hire period. L&MUK accept no liability for any consequential loss or costs however caused. This includes any performance or non performance of the hire equipment.

13. At all times the equipment remains the property of Light and Motion UK.

14. If return of the hire equipment or settlement of outstanding balances is made unlikely due to the Hirer's death, injury, incarceration or mental incapacity then the Hirer agrees that L&MUK are entitled to seek financial redress from the Hirers estate and authorise the executors of their estate to pay any charges arising under this agreement.

15. This agreement falls under the exclusive jurisdiction of the courts of England and the English Law.

16. If any part of this agreement is found to be unenforceable or unlawful, such findings will not affect the legality or validity of any other part of the agreement.

Declaration: I have read understood and agree to abide by the conditions listed in the Hire Agreement points 1 to 16 above. I have read and understood and agree to abide by the requirements of any applicable supplementary documentation including the 'Flood Damage Waiver' and the 'Try Before You Buy' terms and conditions. I understand that these documents and the 'Hire Manifest' together form the 'Hire Agreement' and that this is a legally binding contract between the signatory parties. I have been provided with a copy of the 'Hire Manifest', 'Hire Agreement', 'Flood Damage Waiver' if applicable and 'Try Before You Buy' terms and conditions prior to signing the agreement. It has clearly been explained to me that penalties and charges may become due under this agreement if the hire equipment or part thereof is damaged, lost, stolen, or returned late and that I am liable to pay these charges via credit card. I authorise Light and Motion UK to collect any charges that arise fairly from this agreement from the credit card account used to pay for the hire.

Card Number: _____

Valid From: _____ Valid To: _____

Name on Card If Different: _____

Billing Address if Different: _____

CV Number: _____

Signature of Hirer: _____

Name: _____

Company: _____

Position: _____

Date: _____