

GAS Production Hire Ltd
Unit 8 A/B,
The High Cross Centre
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gasph.com
office@gasph.com
+44 (0)20 3397 2757

1. Confirmation: By confirming an order, the Hirer shall be deemed to have accepted the terms and conditions of this agreement, which shall govern the provision of GAS Production Hire's services to the exclusion of any other terms and conditions (including, without limitation, any terms and conditions of the Hirer).

a) When confirming a booking the Hirer is confirming the supply of the specified equipment, the specified delivery and collection arrangements and the specified services as per the most recently supplied Quote from GAS. No other equipment or service other than those specified shall be assumed to be included as part of the agreed contract and subsequent changes to the agreed and confirmed contract shall result in appropriate changes in costs.

2. Ownership: Title to supplied equipment shall remain with GAS Production Hire. The Hirer agrees to return said equipment to GAS Production Hire in its entirety. Any unreturned Equipment shall be paid for at full replacement value as new.

3. Hire Period: The Hire Period shall commence from the time stated in the order contract, or at the time that the Equipment is received by the client or anyone in their employment.

a) GAS Production Hire can permit the equipment to be collected by the client in advance of the stated time, in which case the Hire Period shall commence when the Equipment leaves our premises. This permission remains at the discretion of Gas Production hire. The Hire Period shall terminate when the goods are received back at GAS premises or by a GAS employee.

3.1 Chargeable Days.

a) Hire Period will be calculated at the discretion of GAS Production Hire.

b) Any 24 hour period, or part thereof, commencing from when the Equipment leaves the GAS Production Hire premises until the same time the following day shall be a chargeable day.

c) GAS Production hire reserves the right to offer reduced total chargeable days as it determines to be appropriate.

d) The minimum chargeable days for any equipment that has been confirmed, prepared and delivered/collected is 1 chargeable day.

e) Equipment returned to GAS production Hire premises or any GAS employee outside of the agreed shall be charged as per the provisions detailed in section 3.1(b)

3.2 Extension/Cancellation of Hire after Confirmation of rental:

(a) If notice is given to terminate or reduce the hire period more than 24 hours before the agreed time, there will be no charge.

(b) After the job has been confirmed if notice of cancellation is given less than 24 hours prior to the confirmed start time then GAS reserves the right to charge for a single day at no discount.

(c) If no notice is given to cancel the hire; then a charge of a minimum of one chargeable day at the full, undiscounted, daily rate will be made to the hirer's account.

3.3 Receipt of Equipment: It shall be the responsibility of the Hirer to ensure that the equipment confirmed on the order is that which is received. GAS Production Hire will expect that this is checked and that any absences or any damages to the supplied equipment be reported in a timely manner to GAS and before the Equipment is returned to GAS.

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3.4 Return of Equipment:

(a) The equipment shall be either returned to GAS Production Hire by the hirer or a person in their employment or shall have collection of the equipment by a GAS employee arranged and confirmed with GAS Production Hire.

(b) The return of the equipment shall be at or before the time and date stipulated in the Hire contract.

(c) Returns made to GAS Production Hire by the Hirer or by a person in their employment shall be made during GAS' opening hours and will be delivered to a GAS employee.

4. Transport: GAS Production Hire shall not be liable for costs, charges or fees as a consequence of delays to either delivery or collection services provided by GAS being outside of the scheduled times. a) GAS reserves the right to add appropriate charges for waiting time.

5. Limitation of Liability: The Hirer agrees that if any equipment rented is not suitable for the Hirers use or is defective, or is in need of repairs, they shall have no claim against GAS Production Hire for overtime costs, staffing costs, late fees, travel costs, transport fees or any other damages and Renter hereby waives such claims.

6. Supply of Kit: GAS Production Hire will use all reasonable efforts to have each item of Equipment specified in the confirmed booking available for hire at the beginning of the Hire Period but shall not incur any liability whatsoever in the event of any non-availability due to failure by another customer to return it, unforeseeable mechanical breakdown and damage or any other circumstance beyond its reasonable control. The Hirer accepts that reasonable alternative Equipment may have to be substituted for unavailable equipment.

7. Media, Digital capture, Storage:

(a) If any film, disc, software or other media other than GAS Production Hire's is damaged or destroyed, our liability will not exceed the value of the film, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us the Hirer agrees that our liability is limited to the rental cost of the damaged material. GAS Production Hire accepts no responsibility for, and will be considered indemnified against, all costs relating to data recovery, reshoots, damages or ancillary costs relating to damaged media or the contents thereof.

(b) Unless otherwise instructed, all digital capture and back up is the responsibility of the hirer. GAS Production Hire will not store digital capture. All disks and digital storage are wiped upon return of the equipment and backup of digital data are the responsibility of the hirer. GAS Production Hire accepts no liability for loss or damage to stored or captured images during or after the Hire Period

8. Damage/Loss Insurance: It is a condition of hire that all equipment be comprehensively covered against loss or damage from the commencement of the hire period:

(a) GAS Production Hire has 3rd party Insurance cover available for all Equipment it rents out. This damage and loss waiver facility is automatically charged at a fee calculated as a percentage of the rental fee unless the Hirer supplies their own proof of cover for 'Hired In' insurance in advance of the commencement of the Hire period.

(b) Once the Hire period has commenced the supplier of the insurance cannot be altered either during or retroactive to the Hire Period.

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(c) It should be noted that while the Insurance is comprehensive the Hirer is liable for the first £300.00 of each and every claim. The Hirer should be aware that the policy supplied by GAS will be voided if damage or loss occurs due to negligence and in the event of any loss or damage to the Equipment while on hire the Hirer will report any relevant details to GAS Production Hire as soon as practicable, and in respect of any theft make a report to the local police.

(d) GAS Production Hire reserves the right to refuse any policy provided by the supplier if it does not meet the criteria necessary to provide adequate cover.

(e) GAS Production Hire shall submit appropriate invoices for damaged equipment to either repair or replace at full value any damaged or unreturned equipment with any associated Postage and Packaging and administrative costs. GAS Production Hire will only accept replacement Equipment supplied by the Hirer by specific agreement.

(f) GAS Production Hire shall submit appropriate invoices for the loss of hire income as a consequence of damaged or unreturned equipment.

9. Safety: GAS Production Hire is indemnified against any physical harm to Hirer or third party persons in relation to operation of Hired equipment, including damage to property electrical or otherwise.

10. Responsibility of Hirer.

(a) Hirer agrees to operate each piece of rented equipment in accordance with the manufacturer's operating procedures.

(b) The Hirer shall only allow the equipment to be operated by competent people.

(c) It is the responsibility of the Hirer to arrange suitable supply of electricity for use with rented equipment at all times, including compliance with the 'Electricity at work regulation' 1989 (and all amendments therein).

(d) The Hirer shall ensure that, if transported, the hired equipment shall be safely transported in accordance with all relevant regulations.

11. Loss: If the Hirer does not return the equipment when due GAS Production Hire will consider the Hirer to be in default and shall have the right to repossess the equipment from Hirer and to recover all damages, accrued rental, cost and other fees. Hirer hereby waives any claim for loss or damage from said repossession.

12. Damage: After the return of any rental equipment if GAS Production Hire discovers that it has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and the amount required to repair the same and Hirer agrees to pay this on demand.

13. Default: In the event the Hirer is in default under this rental agreement and legal action is commenced to enforce any Term or Condition specified in this document GAS Production Hire reserves the right to recover from the hirer, in addition to all other costs, reasonable legal fees incurred in said action or proceedings.

13. Sales return policy: GAS Production Hire offers certain sundries and consumables as sale items rather than as rental items. As such they are covered by the Consumer Rights Act 2015. Gas Production Hire will accept returns and offer refunds on items supplied in an unsatisfactory condition or not as specified. GAS production Hire will not consider any further Returns or Refunds to Sales items once they have been supplied to the Hirer.

14. Pricing and Discounts. GAS Production Hire reserves the right to deviate from advertised prices when successful supply of goods requires we source from 3rd party suppliers. When providing Hire Estimates GAS production Hire reserves the right to offer discounts to any client and will abide by any discount agreed to whilst Estimating and confirming that specific booking with that specific client. Discounts are non-transferable between clients and discounts are not offered in perpetuity.