

These conditions set out the terms of the Contract between PRO LIGHT LONDON LIMITED (registered in England and Wales with company number 08409151) and the Customer and explains your rights, obligations, and responsibilities. Your attention is drawn to clause 9, which sets out our liability in respect of the Contract.

AGREED TERMS

1. Interpretation

1.1 Definitions

'Business Day' means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

'Company' means Pro Light London Limited (trading as Pro Light London) whose registered office is at 15 Armstrong Way, Great Western Industrial Estate, Southall, England, UB2 4SD (company registration number 08409151) and its successors and assigns.

'Customer' means the person, company or partnership hiring the Equipment (including where applicable Company Personnel) or purchasing Goods from the Company, as the case may be, pursuant to these Terms.

'Company Personnel' means the employees, agents, subcontractors, or any other representatives of the Company whose services are engaged by the Customer whether in conjunction with the hire of the Equipment.

'Contract' means the agreement between the Company and the Customer for the hire of the Equipment (including where applicable Company Personnel) or the sale and purchase of Goods, as the case may be, in accordance with and incorporating these Terms.

'Delivery' means the transfer of the physical possession of the Equipment to the Customer at the Customer's specified location as set out in the order or when the Customer collects the Equipment at the Company's specified address.

'Delivery Date' means the date for Delivery as specified in the Order.

'End Date' means the date of expiry of the Hire Period as specified on the Quotation.

'Equipment' means the equipment and all articles materials, Vehicles and Generators hired out or supplied by the Company to the Customer or any replacement equipment and all accessories including generator sets and additions thereto.

'Generators' means vehicles and the electricity generating plant comprised in such vehicles that are required to provide electricity for the operation of Equipment;

'Goods' means consumables from available stock held by the Company;

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'Hire Charge' means the charges and rates agreed by the Company and the Customer as set out in the Order;

'Hire Fee' means the fee charged by the Company to the Customer represented by the Hire Charge or calculated by reference to the Price List as the case may be;

'Hire Period' the period of hire as set out in clause 3

'Order' means the Customer's written acceptance of the Quotation.

'Price' means the prevailing price payable for the Goods as shown in the Company's price list for Goods.

'Price List' means the prevailing price list/ rate card for hire of Equipment or price for the sale of Goods as the case may be.

'Risk Period' the period during which the Equipment is at the sole of the risk of the Customer as set out in clause 6.2.

'Total Loss' means the Equipment is, in the Company's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

'the/these Terms' means these terms and conditions.

'Quotation' means the Company's written quotation sent to the Customer.

'Vehicles' means vehicles that are, as a prerequisite, required for the delivery to the Customer, and/or for onsite storage at the Customer's designated location, and return of the Equipment to the Company and the end of the Hire Period, which expression includes, Generators.

1.2 Reference to 'writing' or 'written' includes e-mails.

2. Basis of Contract

2.1 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.2 The Order constitutes an offer by the Customer to hire Equipment and/or Services provided by the Company (as the case may be) in accordance with these Terms.

2.3 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order to the Customer at which point and on which date and time the Contract shall come into existence.

2.4 A Quotation for the hire of Equipment given by the Company shall not constitute an offer and may be altered at any time without notice until the Company issues a written acceptance of the Order as set out in clause 2.3.

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- 2.5 A Quotation shall only be valid for acceptance for a period of 30 Business Days from its date of issue in relation to an Order.

3. Hire Period for Equipment

- 3.1 The Hire Period shall start on the Delivery Date and shall continue until the End Date unless and until the Contract is terminated earlier in accordance with these Terms.
- 3.2 The Hire Period may be extended if agreed by both parties in writing.

4. Delivery and Installation

- 4.1 The Company will use reasonable endeavours to have the Equipment available for delivery or collection (as the case may be) on the date and time set out in the Order but the Company shall not incur any liability whatsoever in the event of any delay which is beyond its reasonable control.
- 4.2 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery and where applicable installation of the Equipment. Acceptance of Delivery and installation by such representative shall constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by the Company, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 4.3 To facilitate Delivery and where applicable installation, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery and installation to be carried out safely and expeditiously.
- 4.4 If the Customer fails to accept delivery of the Equipment on the Delivery Date, then, except where such failure is caused by the Company's failure to comply with its obligations under the Contract:
- a) the Equipment shall be deemed to have been delivered at 9.00 am on the Delivery Date; and
 - b) the Company shall store the Equipment until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In the event that return of the Equipment is delayed by the Customer beyond the Hire Period then, unless otherwise agreed, the Customer shall be charged an additional Hire Fee based on the Price List for the Equipment on a daily rate for each day or part of a day beyond and including the day on which the Equipment is returned, unless the delay is due to any fault on the part of the Company or the Company's Personnel.

5. Hire Fee and Deposit

- 5.1 During the Hire Period and (without prejudice to any termination of the Contract and any consequential rights of the Company) until return of the Equipment to the Company the Equipment shall be let and hired at the Hire Fee which shall be based on the Hire Charge, or in the absence of a Hire Charge, on the Price List for the Equipment hire. The Hire Fee



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shall be quoted and paid in pounds sterling.

- 5.2 All sums due from the Customer to the Company under the Contact shall be subject to Value Added Tax (or any replacement tax) at the rate for the time being in force.
- 5.3 The Customer shall be exclusively responsible for all customs and other duties and all related costs and expenses payable on any international transaction.
- 5.4 The Customer may in certain circumstances and at the Company's sole discretion become entitled to a discount on the Hire Charges. Any such discount shall be strictly conditional on the Customer complying with these Terms, including as to time and manner of payment of Hire Fees, and the Company reserves the right without notice to revoke such a discount at any time in the event of breach on the part of the Customer of any of its obligations under the Contract or any breach of these Terms.
- 5.5 The Company may invoice the Customer for the hire of Equipment and Services of Company Personnel on or at any time after notification to the Customer that the Equipment is available for Delivery.
- 5.6 The Customer shall pay each invoice submitted by the Company within 30 business days of:
 - a) of the first to occur of the date of the invoice, the delivery or collection of the Equipment or in accordance with the credit terms otherwise agreed between the Company and the Customer in writing; and
 - b) in full and in cleared funds to a bank account nominated in writing by the Company, andtime for payment shall be of the essence of the Contract.
- 5.7 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment ('the Due Date'), then, without limiting the Company's remedies under clause 10, the Company shall have the right to charge interest on the overdue amount at the rate of 4% per month above the main base lending rate for the time being of the London Clearing Banks on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounded daily.
- 5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.9 The Deposit is a deposit against default by the Customer of payment of any Hire Fee or any loss of or damage caused to the Equipment. At the Company's discretion, the Customer shall be required to, on the date of the Contract, pay a deposit of 10% of the Hire Fee to the Company.
- 5.10 If the Customer fails to pay the remaining Hire Fee as set out in the Order or causes any loss or damage to the Equipment (in whole or in part), the Company shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to the Company any sums deducted from the Deposit within ten Business Days of a demand for the same. The

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Deposit (or balance of the Deposit) shall be refundable within five Business Days of the end of the Hire Period.

6. Title and Risk

- 6.1 The Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of the Contract).
- 6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on Delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (Risk Period) until such time as the Equipment is redelivered to the Company.

7. Loss or Damage to Equipment and Vehicles

- 7.1 The Customer is responsible for returning the Equipment at the end of the Hire Period or any extension thereof in the same condition as it was in at the commencement of the Hire Period (fair wear and tear excepted). The Customer shall make good to the Company all and any loss suffered as a result of loss or damage to the Equipment of any kind and from whatsoever cause (however excluding where any such loss or damage has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer) and shall pay the Company the lesser of the full replacement cost of the Equipment or the cost of reinstating the Equipment to the condition it was in at the commencement of the Hire Period. Without limitation to the foregoing, the Customer shall continue to pay the Hire Charge for the period during which the Equipment (or its replacement) is unavailable for hire by the Company to customers of the Company, whether or not there is any demand for it, as a result of such loss or damage except where any such loss or damage has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer).

8. Insurance

- 8.1 Reference to Equipment in this clause 8 shall mean Equipment excluding vehicles unless otherwise stated.
- 8.2 During the Hire Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - a) insurance of the Equipment to a value not less than its full replacement value, as advised by the Company, comprehensively against all usual risks of loss, damage or destruction by fire, theft (whether or not involving forcible or violent entry or exit to such storage facility in which the Equipment is stored) or accident, and such other risks as the Company may from time to time nominate in writing;
 - b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Company may from time to time reasonably require, to



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cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

- c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to the Customer in writing.
- 8.3 While the Equipment is in the Customer's sole care, custody and control, the Customer shall in addition (and without prejudice to the liability of the Customer to the Company) take out and maintain insurance against loss, damage or liability arising in connection with the use of the Equipment and/or loss due to breakdown, accident, damage, or delay and/or liability resulting in damage or injury to Equipment, death of injury to persons or damage to property which results from the Company Personnel acting on the directions of the Customers employees, its agents or subcontractors under such insurance to be for such sum as it is reasonably stipulated by the Company or in the absence of such stipulation for a minimum of £1,000,000 for public liability in respect of each occurrence.
- 8.4 The Customer's insurance cover and policy shall be with a reputable insurance company or companies who shall be notified that the Equipment is owned by the Company and shall in respect be free from unreasonable restrictions or excess.
- 8.5 All insurance policies procured by the Customer shall be endorsed to provide the Company with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Company's request name the Company on the policies as a loss payee in relation to any claim relating to the Equipment.
- 8.6 In the event that the Customer is in breach of its obligation to insure pursuant to these Terms, the Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the reasonable expense of the Customer insurance against all or any of the contingences above referred to and against any other contingency which the Company may in its absolute discretion decide.
- 8.7 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) and shall not do or allow any act or thing whereby such insurance may be invalidated. The Customer shall indemnify the Company against all loss, damage, or liability whatsoever not recoverable under the policy of insurance.
- 8.8 The Customer shall give immediate written notice to the Company in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment. The Customer shall not negotiate or compromise any claim without the consent of the Company.
- 8.9 If requested, the Customer shall allow the Company to take over the conduct of negotiations (except in relation to claims against the Customer for death, personal injury, damage or loss or damage to the property of any third party or that of the Customer, unconnected with the Equipment) and shall at the expense of the Customer take such proceedings in the



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Customer's sole name or, if so required by the Company, jointly with the Company) and the Customer shall all sums recovered together with any monies received by the Company under its policy of insurance on the trust for the Company any paying or applying the same as the Company directs and as herein provided.

- 8.10 In respect of Vehicles, the Company shall insure Vehicles hired to the Customer on a fully comprehensive basis, but the Customer shall be liable for and shall indemnify the Company against any uninsurable loss, including any excess on the Company's insurance policy incurred by the Company as a result of any act or omission of the Customer its employees or persons acting under its directions and/or control.
- 8.11 Nothing in this clause 8 shall entail that the Customer and/or the Customer's insurers being liable for any loss, damage, liability, personal injury and/or death caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer).

9. Limitation of Liabilities and Indemnities

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 The Company shall have no liability to the Customer or to any person, firm or company in respect of any claim whatsoever arising in connection with the acquisition, use, operation, or possession of the Equipment or the acts omissions or default of Company Personnel including (without limitation) any claim for consequential loss or consequential damage other than liability (if any) of the Company for death, personal injury or damage to property arising out of negligence on the part of the Company or of the Company's employees, agents or subcontractors or any directions or implied instructions given to Company Personnel.
- 9.3 Subject to clause 9.2, the Company shall not be liable under the Contract for any:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of use or corruption of software, data or information;
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss.
- 9.4 Subject to clause 9.2, all implied terms and conditions as to the quality or performance of the Equipment and any other goods or services provided under the Contract are, to the fullest extent permitted by law, excluded from the Contract.

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- 9.5 The Customer shall indemnify the Company against all claims or actions by and/or direct loss or damage to any other person, firm, company, property connected with the acquisition use operation or possession of the Equipment whether such claim action loss or damage arises from breach of contract or of third party rights (however excluding where any such loss, damage or liability has been caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer) and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.
- 9.6 The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 9.7 The Company will not be liable for damage to the Equipment after delivery to the Customer or to a carrier nominated by the Customer or to any person acting under the direction and/or authority of the Customer or for any damage to Equipment caused by any delay in delivery, adverse weather conditions or unsuitable storage after the Equipment has left the premises of the Company.
- 9.8 In no circumstances shall the liability of the Company to the Customer (under the Contract or otherwise) exceed the invoice value of the Contract to the Company.

10. Termination of Hire and Repossession

- 10.1 Without limiting its rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - b) the Customer commits a material breach of the Contract and fails to remedy that breach within 30 days of the Customer being notified in writing of such a breach;
 - c) the Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or (being a company) is deemed unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of S.268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies;
 - d) the Customer shall do or allow to be done any act or thing which prejudices or jeopardizes the Company's rights in the Equipment or any other part thereof or affects the Customer's credit worthiness (including without limitation the service on the Company of any legal proceedings);

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- e) if a petition is filed, notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Customer (being a company, limited liability partnership or partnership), other than for the sole purpose of a scheme for solvent amalgamation of the Customer with one of more other companies or the solvent reconstruction of that other party or if the Customer (being an individual) is the subject of a bankruptcy petition or (being a partnership) has any partner to whom any of the foregoing applies;
- f) a creditor, or encumbrancer of the Customer attaches or takes possession of, or a distress execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- g) if an application is made to a court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- h) the Customer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation or (being a partnership) has any partner to whom any of the foregoing applies;

then in each and every case the Customer shall be deemed to have repudiated the Contract and the Company may thereupon or at any time thereafter forthwith terminate the hire of the Equipment constituted by the Contract..

10.2 For the purposes of clause 10.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Company would otherwise derive from:

- a) a substantial portion of this Contract; or
- b) any of the obligations set out in clauses 11 and 13.2

over the term of the Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

10.3 The Contract shall automatically terminate if a Total Loss occurs in relation to the Equipment.

10.4 On termination of the Contract for any reason: (i) the Customer shall immediately pay to the Company all of the outstanding Hire Fees together with any additional Hire Fees for any period of delay in return of the Equipment as set out in these Terms and any interest accrued to the Company as determined pursuant to these Terms; (ii) the Customer shall return all of the Equipment. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until redelivery, the Customer shall be solely responsible for the Equipment's safe keeping and will not use it for any purpose not connected with this Contract; (iii) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim

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damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (iv) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. Customer's Duties

11.1 During the period of the Contract the Customer shall;

- a) keep and maintain the Equipment in its safe custody at its own risk and without risk to health when it is being set, used, cleaned or maintained;
- b) ensure that the Equipment is kept and maintained at your own expense in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- c) not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- d) ensure that the Equipment is used in a proper manner and by persons having the appropriate qualifications, licences, permissions and consents and in accordance with any operating instructions provide by the Company;
- e) take proper care of the Equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including inter alia the effect of the elements and interference from third parties
- f) not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;
- g) at all times keep the Company informed of the Equipment's location and not take or allow any of the Equipment to be taken out of the United Kingdom mainland without the Company's prior written consent
- h) ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- i) not use the Equipment for any unlawful purpose.

12.Replacement and Repairs

- 12.1 The Customer shall at all reasonable times permit the Company and its employees, agents or subcontractors access to the Equipment to inspect test, adjust, repair, alter, or replace the same.
- 12.2 If at any time during the Hire Period the Equipment or any part thereof is in need of adjustment or repair or if there are any accidents or incidents involving the Equipment or any part thereof then the Customer shall forthwith notify the Company immediately by telephone and email. In the case of adjustment or repair for which the Company is responsible, the Company shall either carry out the necessary adjustment or repair on-site or, at its discretion, shall arrange the removal of the Equipment or part or parts thereof to the Company's premises for adjustment or repair. In the event of the Company removing the Equipment or any part thereof from the Customer's designated location, then the Company may at its option adjust, repair or redeliver the Equipment or such part or parts thereof, or the Company may replace the Equipment or such part or parts thereof, or the Company may replace the Equipment or such part or parts thereof in which case the Contract shall continue as if the substituted equipment or such part or parts had been included in the subject matter of the Contract. All adjustments, repairs, redeliveries and/or replacements of equipment which are undertaken by the Company pursuant to this clause 12.2 shall be undertaken as soon as reasonably practicable.
- 12.3 If the Equipment requires adjustment or repair to the whole or part (other than where due to fair wear and tear) due to any damage caused by the Customer, its employees, agents and subcontractors then (however, for the avoidance of doubt, excluding any damage caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer): The Customer shall (in addition to its other liabilities set out in the Contract) be liable for the reasonable costs of inspection, loading, unloading and transportation and replacement parts or other materials in connection with the carrying out of the adjustments or repair. The Customer will also be liable for the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof and for the avoidance of doubt should the Customer request that any repair be carried out at designated location by the Company Personnel then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Customer. Hire Fees shall continue to be payable at the Price List, in addition to the Hire Charge, on a daily basis for each day beyond the Hire Period until such time as the Equipment is fully operational or replaced and returned to the Company (up to a maximum of 13 weeks beyond which such obligation shall end).

13.Vehicles

- 13.1 Where the Equipment hired includes any Vehicles the provisions of this condition shall apply. The Customer agrees to pay the Hire Charge, and shall indemnify the Company in respect any liability in respect of any appropriate insurance excess, all costs, penalties, charges, fines including but not limited to parking fines and payment of congestion charges, and any and all court costs arising from the Customer's acts or omissions during the Hire Period and until the vehicle is returned to the Company however excluding any such costs and/or



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liabilities are caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer.

- 13.2 The Vehicles are provided to the Customer for delivery and the storage of the Equipment only. The Vehicles are not to be used, and the Customer will not permit them to be used, for any purposes for which they are not expressly designed including but not limited to (i) hire and reward; (ii) any activity which might render the vehicle insurance policy void; (iii) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction; (iv) use by any person who is not licensed to drive the vehicle, is under the influence of alcohol or drugs or has been convicted of a motoring offence the details of which have not been disclosed in writing to the Company at the point of hire.
- 13.3 The Customer agrees not to effect any of the following, without the prior written consent of the Company: (i) undertake any mechanical or other modification, make any alterations additions, fit any towing equipment or other accessories or nonstandard tyres to the Vehicles. Should the Company give its consent, the Customer shall be liable for the cost of such modification addition and alteration and once complete, the same shall become part of the Vehicles and shall become the Company's property; (ii) remove or interfere with any identification mark or plates affixed to the vehicles nor attempt or purport to do so nor permit the same or deface the paintwork or bodywork of the Vehicles, nor add or erect any painting, sign writing, lettering or advertising to or on the Vehicles.
- 13.4 During the Hire Period the Customer shall: (i) Ensure that the Vehicles are operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes for the Vehicle hired; (ii) Indemnify and keep indemnified the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with the cost or expense relating thereto however excluding any such costs and/or liabilities are caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer. In the case of any accident resulting in death, personal injury or damage to property the Customer will be liable to the fullest extent however excluding where any such death, personal injury or damage to property is caused by the Company's and/or any Company Personnel's negligence or default except to the extent of the Company Personnel's acts or omissions are under the direct instructions/directions of the Customer; (iii) Not to use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres, tachographs and drivers' hours.
- 13.5 As specified in the Quotation, the Customer shall either: (i) pay for the distance travelled by the Vehicles at the Company's prevailing charging rate by reference to the relevant type of Vehicle hired to the Customer and pay for the number of Generator hours used; or (ii) the Customer shall pay the first full tank of fuel for the first use of the Vehicles and Generators at the Company's prevailing rates whilst any subsequent re-fueling may be carried out at petrol stations at the Customers expense.

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13.6 The Customer shall sign a declaration and provide such information truthfully and accurately as shall be required by the Company before the release of the Vehicle to the Customer or the Customer's representative.

14. Services of Company Personnel

14.1 During any period when the Company Personnel are supplied to the Customer pursuant to the terms of the Contract then such Company Personnel shall be deemed to be the servants or agents of the Customer and the Customer shall be responsible for all acts and omissions of the Company Personnel and shall indemnify the Company for their acts or omissions whilst in the Customers control.

14.2 To the extent the Company Personnel are under the direct instructions/directions of the Customer, the Customer will comply with all health and safety legislation in relation to the services performed by the Company Personnel and the place and method of work and in particular (but without limitation) the Customer shall ensure that (a) all Company Personnel working at height in excess of 2 meters (without guard rails or equivalent protection) or 15 meters (in any event) shall wear safety harnesses which shall be provided by the Customer, (b) drivers of Vehicles shall not exceed the maximum hours allowed by statute and the Customer will pay for a replacement driver and all associated expenses as necessary and (c) the Customer shall provide such facilities and locations as shall enable the Company to comply with all and similar legislation and regulations which are applicable.

14.3 The Customer will be liable for all claims, costs, expenses, proceedings, or demands made by a third party in connection with or arising from any acts omissions or default of Company Personnel whilst acting under the direct instructions/directions of the Customer.

14.4 The rates applicable to the hire of the services of Company Personnel are set out in the Company's labour charging structure ('Labour Charging Structure') for the applicable production type. Details of the Labour Charging Structure will be set out in the Quotation.

14.5 The period of the hire of services of Company Personnel shall (unless terminated in accordance with the Terms) continue until the termination date agreed between the Company and the Customer or, if later, the date on which the services of the Company Personnel are terminated.

15. Sale of Goods

15.1 All Goods supplied by the Company shall:

- a) conform with their description of the Goods as specified in the Quotation; and
- b) be free from material defects in design and material; and
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- d) be fit for any purpose held out by the Company.

15.2 The Company shall, at its option, repair or replace any Goods that are found to be defective, or refund the price of such defective Goods in full, if:

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- a) the Customer gives notice in writing to the Company, within two Business Days of discovery that some or all of the Goods do not comply with clause 15.1; and
- b) the Company is given a reasonable opportunity of examining such Goods; and
- c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost.

15.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

15.4 Risk in the Goods shall pass to the Customer on Delivery and title to the Goods shall only pass to the Customer once the Company receives payment in full (in cash or cleared funds) for them.

16. Force majeure

16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 20 Business Days, the party not affected may terminate the Contract by giving 10 Business Days' written notice to the affected party.

17. Miscellaneous

17.1 For clarity and avoidance of any doubt, the Company acknowledges and agrees that it takes no right, interest or ownership in and to any matter the Customer produces using the Equipment. Customer (on behalf of its employer and its successors, assigns and licensees) shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed whether with the Equipment and/or otherwise, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, and to exploit whenever and wherever Customer chooses, including, without limitation, in the advertising, publicity and promotion of Customer's productions, without further payment or permission of any kind

18. Assignment and other dealings

18.1 This Contract is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

19. Entire agreement

19.1 These Terms constitute the entire agreement between the parties and supersedes and

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extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20. Variation

20.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. No partnership or agency

21.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Further assurance

22.1 Each party shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.

23. Counterparts

23.1 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

23.2 Transmission of an executed counterpart of the Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Contract.

23.3 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.

24. Third party rights

24.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

25. Notices

25.1 Any notice given to a party under or in connection with the Contract shall be in writing and

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shall be:

- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Company: office@prolight.london

Customer: Email address specified in the Customer's Credit Application Form

25.2 Any notice shall be deemed to have been received:

- a) if delivered by hand, at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c) if sent by email, receipt shall be regarded as having occurred on the next Business Day unless there has been a failure in transmission to the parties correct addresses.

25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. Waiver

26.1 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Rights and remedies

27.1 Except as expressly provided in these Terms, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Severance

28.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

28.2 If any provision or part-provision of the Contract is deemed deleted under clause 28.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. Governing law

29.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

30.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.