

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS in these Terms and Conditions.

- a) The Owner means Salon Limited of D12 Genesis Business Park, Whitby Avenue, London. NW10 7SE.
- b) The Hirer means any person, firm or company named on the front of the owners hire agreement.

2. THE HIRE PERIOD - The hire of the equipment will commence on the day the equipment leaves the Owners premises, and will terminate on the day it is returned to the Owners premises. The period of hire specified in the schedule shall not be exceeded except with the consent of the Owner.

3. THE RENTAL - The hire rental shall be at the weekly rate specified in the schedule, but any period of less than one week shall be paid at the daily rate, which shall be one quarter of the weekly rate.

- a) The Hirer shall at all times, until the equipment is returned to the Owners including during transit, keep the equipment insured against loss or damage caused by all risks and perils, in respect of which a prudent owner would insure the equipment. The Hirer shall also on request provide the insurance company and policy number.
- b) In the event of loss or damage, the Hirer shall be responsible for the hire charges until the machine or equipment has been replaced or repaired.

4. CONDITIONS OF USE - During the period of hire the Hirer shall:

- a) Pay the hire/rent in advance on the signing of this agreement/weekly in advance/immediately on the termination of the hire/or within the agreed credit period.
- b) Use the goods only for the purposes for which they are designed.
- c) Notwithstanding normal wear and tear maintain the goods in the same working condition and appearance and state of repair as they are now and in default of doing so pay the Owner on demand the cost of putting the same in such condition, appearance and state of repair howsoever any damage may have been caused.
- d) In the event of the loss of the goods or of any item thereof from whatsoever cause forthwith pay to the Owner the cost of replacement thereof.
- e) Not remove, deface or obscure the hire plates or any other plate or notice affixed to the equipment by the Owners indicating their ownership or hiring and in the event of such a plate or notice becoming detached, damaged or obscured shall forthwith notify the Owners.
- f) Not part with the possession of the goods or any item thereof.
- g) Not attempt to assign the benefit of this agreement.
- h) Immediately on request advise the Owner of the whereabouts of the goods.
- I) Not pledge the goods, or any item thereof nor allow the same to be taken in execution.
- j) Return the goods to the Owner, representative or premises aforesaid upon the date of termination of the hiring and in default of doing so pay to the Owner by way of liquidated damages in respect of each day during the hiring, such sums to be paid without prejudice to the Owner's right to greater damages for such default in respect of greater loss.

5. LIMITATION OF LIABILITY.

- a) The Owner shall not be liable to the Hirer for any damage, loss or destruction to the Hirer's tape, film materials or electronic data unless caused by the negligence of the Owner, its employees, sub-contractors or agents, in which event the liability of the Owner shall be specifically limited to replacement cost of materials only.
- b) The back up and restoration of data stored on computer hard disks supplied by the Owner is entirely the responsibility of the Hirer.
- c) The Owner will not insure any of the Hirer's materials while in the possession of the Owner or while in transit and accordingly Hirers are advised to insure their materials for the full value against all risks.

6. In the event of equipment failure the Owner will repair or at their discretion replace such equipment. If the equipment is located outside the London postal area the Owner reserves the right to charge engineer's travel time and expenses at their prevailing rates, in such circumstances the Hirer shall be responsible for the shipping costs of any replacement equipment and of returning any faulty equipment.

7. This agreement shall determine forthwith (without prejudice to any antecedent claim of the Owner) and the goods may forthwith be repossessed by the Owner in any one or more of the following events:

- a) The Commission by the Hirer of an act of bankruptcy or his entry into any agreement with any creditor.
- b) The breach by the Hirer of any stipulation herein contained and on his part be observed and performed.
- c) The owner reserves the right to cease the hire unconditionally with fourteen days notice.

8. The Hirer hereby declares that he is legally entitled to enter into this agreement on his own behalf and (if he shall enter into the same on behalf of another individual or on behalf of other individuals or a limited company) that he has full authority to do so.

9. It is the responsibility of the Hirer to notify the end of hire date in advance.

10. This agreement shall be construed under English Law.