

Conditions of Hire

1. Parties

- (a) The Hirer is Granger Hertzog Ltd, Unit 6 Central Park, Central Way, London, NW10 7FY.
- (b) The Hiree is the person or business named on the purchase order or rental agreement. If the business address for communication and service of the Hiree is not in the United Kingdom, then the Agent named on same shall be jointly and severally liable with the Hiree to Granger Hertzog for all terms and conditions of hire and the address for communication and service for the Hiree shall be that of the Agent.

2. Official Order

All transactions with Granger Hertzog are to be on the Hiree's order form quoting items and hire charge as agreed for a period on a weekly basis. All items to be covered by official order showing registered business address and VAT No.

3. Hire Charges

1st week – 10% of quoted value of item, 2nd week – 5% of quoted value, Subsequent weeks – 2.5% of quoted value.
Special hire charges for long periods will be pre-arranged as stated on the order form.

4. Extended Hire

The Hiree cannot extend the hire period without prior agreement in writing with Granger Hertzog.

5. Payment

Due for all services at time of hire (in case of extension at the time of notice), except for account customers, when payment is due after 30 days from the date of order. In providing card payment details, the hiree authorises the use of these against any sums that become owing to us in regards to extended hire, loss or damage.

6. Loss/Damage and Insurance

The Hiree agrees that during the hire period the items shall be kept in good repair and condition. Items returned damaged or altered will be restored by Granger Hertzog who will charge on the basis of cost restoration (including where appropriate depreciation in value). Items not returned or which cannot be restored will be charged at insurance risk value as detailed on hire. It is the responsibility of the Hiree to insure with reputable London insurers. The insurance must cover the risk values against loss or damage howsoever caused from time of collection until return and to produce a certificate of insurance on demand. The Hiree must report any discrepancies within 24 hours from collection.

7. Collection and Delivery

Collection and return of goods is by the Hiree, unless pre-arranged to the contrary where this service will be charged as an extra to be agreed in writing between the parties.

8. Preservation

No alterations shall be made to items without prior written consent of Granger Hertzog. Any permission granted for such alterations shall be subject to the limited conditions set out in writing and detailing any agreed alterations. Labels identifying items as the property of Granger Hertzog shall not be removed. The location of items at all times shall be confirmed to Granger Hertzog on demand. No items hired shall be used for any purpose other than that for which such items are hired and shall not be lent or sub-hired to any third party.

9. Indemnity and Limitation of Liability

The Hiree shall indemnify Granger Hertzog against all claims, expenses and legal costs in respect of damage, injury or loss arising directly or indirectly from the use or condition of items. No warranty of fitness for purpose is given by Granger Hertzog. The Hiree is respectfully reminded of copyright legislation and for them to ensure that any necessary clearances, permissions or releases have been properly obtained before using any item. Granger Hertzog shall not be liable for any complaint or claim for infringement of any copyright or other rights.

10. Surety

In certain circumstances Granger Hertzog may request a surety on behalf of the Hiree. The essential terms of the surety shall be to guarantee to Granger Hertzog the due performance by the Hiree of all the hire terms and conditions. Notwithstanding any other terms or dispensation agreed with or granted to the Hiree, the surety shall at all times be liable for the performance of all terms of the agreement, including but not limited to payment for loss or damage of any items.

11. Copyright and Terms of Use

- 11.1 Granger Hertzog grants the Hiree the non-exclusive non-transferable non-sublicensable right to use the items provided for hire and listed on the Copyright and Terms of Use contract as attached.
- 11.2 The Items may not be altered, edited or amended, nor may the Items be put to any other purpose including, but not limited to, marketing, advertising, promoting or cross-promoting, publishing, copying, reproducing or dealing with in any way and/or in any other medium, without the written permission of Granger Hertzog;
- 11.3 Any breach of clause 11.2 above or any other unauthorised use will be deemed a material breach of this agreement. Granger Hertzog shall be entitled to further licence fees dependent upon the manner of such unauthorised use but in any event such fees shall be at no lesser value than the original licence fees as set out in this agreement;
- 11.4 Granger Hertzog warrants that it owns or controls the copyright in the Items as listed on the Artwork schedule and that it has the authority to give the rights granted in this agreement;
- 11.5 Granger Hertzog confirms that it has obtained all necessary permissions, releases or clearances in relation to the Items. For the avoidance of doubt any rights granted by Granger Hertzog, or any representations made by them in relation to copyright or other rights in the Items, are limited to the specific rights granted in this agreement. All other rights in the Items are strictly reserved by Granger Hertzog and/or the copyright owners.

12. Packing Cases

Packing cases which are supplied free of charge for the hire period shall be charged to the hirer if not returned.

13. Cancellation of Order

A cancellation fee of 50% of hire cost will be made for confirmed orders cancelled within 24 hours before collection.

14. Law

All parties agree that English law shall apply and that they shall submit to the exclusive jurisdiction of the English Courts.