

Shooting|Partners TERMS AND CONDITIONS

1. In these terms & conditions and in the Rental Agreement hereto except where the context otherwise requires the following expressions shall have the following meaning:
 - [a] "the Lessor" shall mean Shooting Partners Limited.
 - [b] "the Lessee" shall mean the person, firm or company renting the equipment.
 - [c] "the Equipment" shall mean the equipment specified together with (if any) the accessories, manual & flight cases and any part of the same.
 - [d] "the full replacement value" shall mean the cost of new replacement equipment from an approved supplier of the same type and/or equivalent model current at the time of the loss.
2. This Rental Agreement ("the equipment") is subject to the terms & conditions herein contained, supersede all previous communications, representations and agreements whether written or oral and no additions or alterations to these terms & conditions shall be binding on the Lessor unless agreed to in writing and signed by a duly authorised officer of the Lessor. Any terms & conditions proposed by the Lessee shall only apply if the same have been agreed in writing by or on behalf of the Lessor in accordance with the provisions of this paragraph.
3. The Lessor endeavours to ensure that all Equipment rented to the Lessee is sound and in good order and condition at the time of delivery to or collection by the Lessee but it shall be the responsibility of the Lessee to ensure that the Equipment is fully suitable in all respects including type and condition and that it is and remains satisfactory for the purpose for which it is rented. The Lessee shall use or cause to be used the Equipment in a skilful and proper manner and shall at his own expense keep it in good condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Lessee will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Any damage to the Equipment including loss or damage caused by non familiarisation or misuse of the same is the sole responsibility of the Lessee who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. The Lessee must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.
4. The equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Lessor and the Lessee. The Lessor shall use its best endeavours to comply with any delivery schedules but will accept no liability for non delivery by a specific time or date or within a specific time from receipt of order. When the Equipment is collected from the Lessor's premises or is delivered to the Lessee, the Lessee or his agent or his representative shall sign the Agreement (if not signed prior thereto) presented by the Lessor's representative and this shall be conclusive proof of the quality and delivery in good condition of the equipment, the date of delivery specified and acceptance of our Terms and Conditions.
5. Unless otherwise agreed in writing between the Lessor and the Lessee it shall be the responsibility of the Lessee to return the Equipment to the Lessor on termination of the Rental. If the Equipment is not returned the Lessee is responsible for the full replacement value, if the Lessor agrees to collect the Equipment on termination of the Rental the Lessee shall remain fully responsible for the safety protection, repair and condition (as aforesaid) of the Equipment until it is in possession of the Lessor.
6. The Equipment shall not in any circumstances be taken out of the United Kingdom without prior written consent from the Lessor.
7. The Lessee shall be liable for payment of Rental charges as from the time for which the Equipment is ordered (which shall be the commencement of the Rental period) until either (i) the time of its return to the Lessor or (ii) if the Equipment is lost or stolen or is otherwise unrecoverable or is damaged then in any such case the time of its replacement or repair and the Lessor undertakes to replace the same as soon as reasonably possible. A 24 hour period or part constitutes one days Rental.
8. In addition to the Rental charges for the Equipment the Lessee shall pay all delivery charges and charges for the Rental of the Lessor's staff should the same be ordered by the Lessee.
9. All Rental and other charges shall be due and payable within 30 days of the invoice date and if not paid for any reason whatsoever within 30 days of the invoice date the Lessee shall pay to the Lessor interest upon the amount outstanding at the rate of 5% above Bank of England base rate per month or any part thereof and shall pay compound interest upon such interest at the same rate each month or part thereof.
10. The Lessee shall pay Value Added Tax at the rate current from time to time on and in addition to all charged due to be paid by the Lessee to the Lessor under the terms & conditions by the Agreement.
11. Without prejudice to any other right or remedy available to the Lessor in the event of the cancellation of an order by the Lessee the Lessor reserves the right to make a cancellation charge not exceeding the full Rental charge specified overleaf.
12. The Equipment remains at all times the property of the Lessor and the Lessee shall have no right, title or interest therein save that of a Lessee thereof under the terms and conditions or the Agreement. The Lessee shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend, hire, rent or otherwise deal with the Equipment or any part or parts thereof or deal with the Lessee's interest under the Agreement which interest is personal to the Lessee and the Lessee will keep the Equipment in his own possession for his own use and will not allow any lien or other encumbrance to be created in respect of the same.
13. The Agreement may be terminated by the Lessor by written notice given by the Lessor to the Lessee to that effect on the happening of any of the following events namely if the Lessee fails to pay any charges hereunder within 30 days of the same having become due (whether demanded or not) or fails to observe or perform any other of these terms & conditions or if the Lessee commits any act of bankruptcy or being a Company goes into liquidation or has a Receiver appointed in respect of the whole or any part of its undertaking or assets or is subject to a Receiving Order or makes any arrangement with or assignment for the benefit of the Lessee's creditors or if distress is levied or threatened on any of the Lessee's property or if the Lessee abandons the Equipment.
14. The termination of the Agreement and the Rental thereby created for any reason whatsoever shall not affect any other right or remedy of the Lessor against the Lessee and without prejudice to the generality thereof shall not affect the right of the Lessor to recover from the Lessee any Rental charges and other monies due to the Lessor at the date of such termination and shall not affect the Lessor's right to recover damages from the Lessee in respect of any breach of the terms & conditions of the Agreement.
15. The Lessor reserves the right to sub-contract all or any part of the Lessee's order and to assign or otherwise deal in any way whatsoever with the Lessor's interest in the Equipment and in the Agreement.
16. The Lessor shall not in any circumstances be liable to the Lessee or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the Rental or use of the Equipment by the Lessee.
17. The Lessee is only to use any original material on in or in connection with the use of the equipment at the Lessee's entire risk and the Lessor will not under any circumstances accept any responsibility in connection with any loss or damage to or in respect of the same.
18. Any order or instruction required to be given to the Lessor by the Lessee shall be given by him or his duly authorised agent in writing. If given orally it shall be confirmed in writing within two days. The Lessor shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Lessee not received by the Lessor in writing or so confirmed.
19. In addition to the Rental charges the Lessee shall pay to the Lessor a charge for the cost of insuring the equipment in the joint names of the Lessor and the Lessee against physical loss or damage from the time when the equipment leaves the Lessor's premises until the time it is returned excluding the first £500 of each and every loss for which the Lessee shall be responsible. It is a condition of this agreement that such insurance be effected and if it is not the Lessee shall have agreed that the Lessee shall arrange his own "all risks" insurance in respect of the Equipment at the full replacement value plus any associated loss of hire income. It is an express term of the Rental Agreements that if for any reason whatsoever the insurers of the equipment refuse to settle any claim made in respect of the equipment under such insurance policy the Lessee shall be liable to pay forthwith to the Lessor the balance of such claim and until such sum is paid in full the Lessee shall pay interest from 7 days after the date of the Lessor's demand thereon on the same basis as if such sum was unpaid rent in that interest shall be payable to the Lessor upon the said sum at the rate of 5% above Bank of England base rate per month or any part thereof.
20. Any servicing as a direct result of the hire will be charged to the hirer's account (i.e. crack oil in the optical engine). Note that hirer's will not have to pay for servicing due to normal wear and tear.