



Terms & Conditions

These Terms & Conditions apply to the hire of objects from Opto ("Opto") by the person, company or organisation named on the relevant Hire Agreement ("the Hirer"). **Opto Hire is a trade and commercial hire service and is not available for private or personal use.** By entering into a Hire Agreement, the Hirer confirms that the objects are being hired wholly or mainly for purposes relating to their trade, business, craft or profession. Each hire is subject to these Terms & Conditions together with the accompanying Hire Agreement and the applicable Opto Hire rate card.

1. Objects and minimum hire

All objects remain the property of Opto unless subsequently purchased in accordance with these Terms.

The minimum total RV for any hire is **£50**. This may comprise a single object or any combination of objects with a combined RV of at least £50.

Opto objects are vintage, antique or pre-owned and may show wear, patina, marks, repairs, losses or other characteristics consistent with their age and previous use. These characteristics form part of the condition of the object and do not constitute damage by the Hirer.

Opto may designate individual objects as **Display / Prop Use Only**. Such objects must not be used functionally, sat or stood upon, used to support weight, filled with food or liquid, or otherwise used contrary to instructions provided by Opto.

2. Hire periods

Standard hire periods are up to one week, up to two weeks, up to one month, or up to two months. Longer hires may be agreed separately.

The hire period begins on the date an object is collected from Opto or dispatched by Opto or its carrier, whichever applies. The date of collection or dispatch is **Day 1**.

At the end of the agreed hire period, objects must be returned to Opto or handed to the Hirer's return carrier no later than the **first working day following the final day of hire**.

Where an object is returned by courier or another carrier, the Hirer will not incur additional hire charges solely because of reasonable return transit time, provided the object was handed to the carrier by the required return date and evidence of dispatch can be provided.

Returning an object before the end of the agreed hire period does not entitle the Hirer to a refund, except where an object on Standard Hire is recalled by Opto following a sale.

The Hirer's responsibility for the objects, including responsibility for loss or damage, continues until they are physically received back by Opto.

3. Extensions

Any extension must be requested at least **48 hours before the scheduled end of the hire**, where reasonably possible, and agreed by Opto.

Extensions are subject to availability and additional hire charges. An extension is not confirmed until agreed by Opto and any applicable additional hire fee has been paid.

Objects on Standard Hire remain available for purchase during any extension.

4. Standard Hire

Objects on Standard Hire remain listed and available for purchase throughout the hire period.

If an object is purchased by another customer while on Standard Hire, Opto will notify the Hirer. The Hirer must make the object available for Opto-arranged collection within **seven calendar days of notification**.

Opto will arrange and pay the reasonable cost of returning an object recalled following a sale.

The hire fee attributable to the recalled object will be recalculated on a **daily pro-rata basis** up to the date on which the object is returned to Opto or made available for Opto-arranged collection, whichever occurs first. Any unused portion will be refunded.

Where several objects form part of the same hire, the hire fee attributable to an individual object will be calculated proportionately according to that object's RV as a percentage of the total RV.

5. Exclusive Hire

Where the Hirer requires an object to be unavailable for purchase for the agreed hire period, **Exclusive Hire** may be selected.

Exclusive Hire is charged at the applicable Exclusive Hire rate shown on Opto's current rate card, reflecting an **approximately 25% premium** over Standard Hire. Published rate-card amounts are the applicable charges.

An object on Exclusive Hire will be removed from sale and will not be recalled by Opto during the agreed hire period.

At the end of the Exclusive Hire period, the object will become available for sale again unless an extension or purchase has been agreed.

6. Purchase by the Hirer

The Hirer may request to purchase an object during or at the end of the hire period.

Provided the object remains available, hire fees already paid and attributable to that object will be **credited in full against its stated RV**. The Hirer will pay the remaining balance before ownership transfers.

Where multiple objects form part of the same hire, the amount attributable to the object being purchased will be calculated proportionately according to that object's RV as a percentage of the total RV.

The combined hire fees and purchase balance payable by the Hirer for an object will not exceed its stated RV.

For Standard Hire, purchase by the Hirer is subject to the object not already having been purchased by another customer. Ownership does not transfer until Opto has confirmed the sale and received any outstanding balance in full.

7. Collection, delivery and return

Unless otherwise agreed in writing, the Hirer is responsible for arranging and paying all costs associated with delivery, collection and return.

Objects may be collected from and returned directly to Opto at no additional charge by prior arrangement.

Where Opto arranges delivery or collection at the Hirer's request, the associated cost will be charged to the Hirer. The exception is an object recalled following a sale during Standard Hire, where Opto will arrange and pay the reasonable return cost.

Where the Hirer arranges transport, an appropriate service must be used having regard to the nature and RV of the objects. Any packaging supplied by Opto must, where reasonably possible, be retained and reused for return.

The Hirer is responsible for ensuring that objects are appropriately packed and protected during return transport arranged by the Hirer.

8. Condition on receipt

Opto will record the condition of objects before hire where appropriate, including by photograph.

The Hirer must inspect the objects on receipt and notify Opto of any damage, discrepancy or condition issue not already identified **within 24 hours of receipt**, providing photographs where requested.

Where no such notification is received, the objects will be presumed to have been received in the condition recorded by Opto, except for defects that could not reasonably have been identified during an initial inspection.

9. Care and use

The Hirer must take reasonable care of all hired objects and use them only for the agreed purpose.

Objects must not be altered, repaired, restored, cleaned, polished, painted, drilled, permanently mounted or otherwise modified without Opto's prior written consent.

Adhesives, tapes, labels, fixings or other materials that could mark or damage an object must not be applied directly to it. The Hirer must follow any handling, display or use instructions provided by Opto.

Objects must not be sub-hired, lent, transferred or otherwise passed into the possession or control of another party without Opto's prior written agreement.

10. Damage

The Hirer is not responsible for pre-existing wear, patina, marks, repairs, losses or other condition issues recorded by Opto or reasonably attributable to an object's age and previous use.

Where an object suffers new damage while under the Hirer's responsibility, the Hirer will be responsible for the reasonable professional cost of repair or restoration.

Where damage causes a material reduction in value, the Hirer will also be responsible for the reasonable reduction in RV resulting from that damage.

Where an object is destroyed, irreparably damaged or rendered commercially unsaleable, the Hirer will be liable for its full RV, less any hire fees already paid and attributable to that object.

The Hirer's total liability for physical damage to an individual object will not exceed its stated RV. Opto will determine the appropriate repair, restoration or reduction in value acting reasonably and may seek an appropriate specialist opinion or quotation.

11. Loss, theft and non-return

The Hirer is responsible for the security of all objects while under the Hirer's responsibility.

If an object is lost, stolen, destroyed or otherwise cannot be returned, the Hirer will be liable for its full RV, less any hire fees already paid and attributable to that object.

Payment of the RV following loss or theft does not automatically transfer ownership should the object subsequently be recovered. Any transfer must be separately confirmed by Opto in writing.

12. Late return

Objects must be returned or handed to the Hirer's return carrier by the deadline in section 2 unless an extension has been agreed in advance.

Where an object is retained beyond the agreed hire period without prior agreement, Opto may charge an additional hire fee based on the applicable hire rates until the object is returned or handed to the return carrier.

Where a Standard Hire object has been sold and the Hirer fails to make it available within seven calendar days, Opto may charge additional hire fees and recover reasonable direct costs caused by the delayed return.

13. Insurance

The Hirer is responsible for ensuring appropriate insurance is in place where necessary to cover the full RV of the objects while under the Hirer's responsibility, including during transport.

Opto may require evidence of appropriate insurance before releasing higher-value objects or where the nature, location or intended use reasonably warrants it.

14. Intellectual property and permissions

Hire of an object does not grant the Hirer any copyright, reproduction, image, design or other intellectual property rights associated with that object.

The Hirer is responsible for determining whether permissions, licences, releases or other clearances are required for the intended use and obtaining them where necessary.

Opto makes no representation that ownership of the physical object includes any intellectual property or reproduction rights associated with it.

15. Payment

Hire fees are payable in full before objects are released or dispatched.

Delivery or collection costs arranged by Opto are payable in advance unless otherwise agreed. Additional charges arising from an agreed extension are payable before the extension begins.

Charges relating to loss, damage, restoration, reduction in value or late return are payable within **seven days of invoice**.

Opto may require a refundable security deposit or other payment security where appropriate, taking into account total RV, nature of the objects, intended use and previous relationship with the Hirer.

16. Cancellation

Where a confirmed hire is cancelled more than **48 hours before scheduled collection or dispatch**, the hire fee will be refunded in full.

Where cancelled within **48 hours**, Opto will retain **50% of the hire fee**.

Once objects have been collected or dispatched, the hire fee is non-refundable except where a Standard Hire object is recalled following a sale.

Delivery, courier or other third-party costs already incurred by Opto remain payable and may be deducted from any refund.

17. General

Opto may refuse or cancel a hire where it reasonably believes an object may be placed at undue risk.

No variation to an agreed hire is valid unless confirmed by Opto.

If any provision is found invalid or unenforceable, the remaining provisions continue to apply.

Nothing in these Terms transfers ownership except where a purchase has been completed and confirmed by Opto.

These Terms, the applicable rate card and the accompanying Hire Agreement constitute the agreement between Opto and the Hirer in relation to the hire.

These Terms and any Hire Agreement are governed by the laws of **England and Wales**, and the courts of England and Wales will have jurisdiction.

Acceptance: The Hirer's signature on the accompanying Hire Agreement confirms acceptance of these Terms & Conditions and the applicable rate card.