



STANDARD TERMS OF HIRE

1. Interpretation

1.1 In these Terms:

- “Equipment” means the Equipment (including any parts for them), which Camera Facilities is to supply in accordance with these Terms
- “Camera Facilities” means Camera Facilities Limited, Pinewood Studios, Pinewood Road, Iver Heath, Bucks, SL0 0NH.
- “Hirer” means the company firm or individual, which accepted Camera Facilities quotation for the Hire of the Equipment
- “Terms” means the standard terms of hire set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Hirer and Camera Facilities.

2. Basis of the Hire

- 2.1 Camera Facilities shall hire the Equipment to the Hirer in accordance with Camera Facilities quotation subject to these Terms, which shall govern the hire agreement between the parties to the exclusion of any other terms.
- 2.2 No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of the Hirer and Camera Facilities.
- 2.3 Any advice or recommendation given by Camera Facilities or its employees to the Hirer or its employees as to the storage, application and use of the Equipment if followed is acted on entirely at the Hirer’s own risk and accordingly Camera Facilities shall not be liable for any such advice or recommendation.

3. Orders

- 3.1 The Hirer shall be responsible to Camera Facilities for ensuring the accuracy of any order (including any applicable specification) submitted by the Hirer.
- 3.2 The description of the Equipment and any specification for it shall be as set out in Camera Facilities quotation. In the absence of a specific piece of equipment Camera Facilities will provide a suitable alternative.

4. Cancellation

- 4.1 The Hirer will not cancel any hire agreement except with the agreement in writing of Camera Facilities and on terms that the Hirer shall indemnify Camera Facilities in full against all loss (including loss of profit) costs (including the cost of all labour and materials), damages, charges and expenses incurred by Camera Facilities as a result of cancellation.

5. Hire Period

- 5.1 The Hire Period commences on delivery (see clause 9 below);
- 5.2 The Hire Period terminates on the day of return of the Equipment to Camera Facilities or sooner under clauses 17 and 18.

6. Hire Charges

- 6.1 Payment for hire of Equipment shall be Camera Facilities quoted rate for the Hire Period or where no rate has been quoted (or a quoted rate is no longer valid), the rate listed in Camera Facilities published rate card current at the date of the agreement.
- 6.2 All rates quoted are valid for 30 days only, after which they may be altered by Camera Facilities without giving notice to the Hirer.
- 6.3 Camera Facilities reserves the right by giving written notice to the Hirer at any time before delivery, to increase the rate of the hire of the Equipment to reflect any increase in costs to Camera Facilities which is due to any factor beyond the control of Camera Facilities (such as, without limitation, alteration of duties, significant increase in the cost of labour, materials or other costs), any change in delivery dates, quantities or specifications for the Equipment which is requested by the Hirer or any delay caused by any instructions of the Hirer or failure of the Hirer to give Camera Facilities adequate information or instructions.

6.4 The rate is exclusive of any applicable value added tax, which the Hirer shall be additionally liable to pay to Camera Facilities.

7. Terms of Payment

7.1 Subject to any special terms agreed in writing between the Hirer and Camera Facilities, Camera Facilities shall invoice the Hirer on or at any time after delivery of the Equipment.

7.2 The Hirer shall pay the full charges for the Hire Period without any deductions on the terms agreed and Camera Facilities shall be entitled to recover payment. The time of payment shall be of the essence of the agreement. Receipt for the payment shall be issued only on request.

7.3 If the Hirer fails to make any payment on the due date then, without limiting any other right to remedy available to Camera Facilities, Camera Facilities may:

7.3.1 cancel the contract or suspend any further deliveries to the Hirer;

7.3.2 charge the Hirer interest (both before and after any Judgment) on the amount paid at the rate of 8% above the base rate of the Bank of England, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).

8. JFMG License

8.1 Subject to the provisions of clause 11.4 Camera Facilities may on agreement between the parties apply on the Hirer's behalf for JFMG licenses for which a fee in addition to the hire charges shall be payable.

9. Delivery

9.1 Delivery of the Equipment shall be made either

9.1.1 by the Hirer or its agent collecting the Equipment at Camera Facilities premises; or

9.1.2 by Camera Facilities or its agent delivering the Equipment to a place agreed by the parties.

9.2 The hire sheet or delivery note must be signed by the Hirer or its authorised representative. By so signing, the Hirer accepts that the Equipment is of satisfactory quality and fit for its purpose.

9.3 Any damage to the Equipment on delivery must be noted by the Hirer or its authorised representative on the hire sheet or delivery note. If the Hirer does not notify Camera Facilities accordingly, the Hirer shall not be entitled to reject the Equipment and Camera

Facilities shall have no liability for any defect or failure and the Hirer shall be bound to pay the full Hire Payment as if the Equipment had been delivered in accordance with the hire agreement.

10. Risk and Property

10.1 Risk of damage to or loss of the Equipment shall pass to the Hirer on delivery.

10.2 Ownership of the Equipment at all times belongs to Camera Facilities.

11. Hirer's use of the Equipment

11.1 The Hirer shall not make any modifications to the Equipment, dismantle the Equipment nor remove from the Equipment any notice, bar code or serial number without the prior written consent of Camera Facilities.

11.2 The Hirer shall not permit the Equipment to be used in any hazardous or dangerous manner.

11.3 It is the Hirer's responsibility to ensure that the Equipment is used only in a proper manner for the purpose for which it was intended and designed by a competent person or persons without risk to health and safety and not contrary to any law.

11.4 The Hirer must apply for any licences, authorisations or permits necessary regarding possession and use of the Equipment in any jurisdiction.

12. Redelivery and Storage

12.1 The Equipment must be returned by the Hirer to Camera Facilities at the Hirer's own risk and expense in good condition and state of repair either:

12.1.1 by the Hirer returning the Equipment to Camera Facilities premises; or

12.1.2 by Camera Facilities or one of its agents collecting the Equipment from a location agreed between the parties.

12.2 Prior to its return the Hirer must erase all recorded content whether audio, data or video.

12.3 Camera Facilities is entitled to retake possession of the Equipment in the event of the Hirer's failure to return it and to exercise its full rights for retaking possession including entry onto land or premises for that purpose.

13. Warranties and Liability

- 13.1 Camera Facilities shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without Camera Facilities approval.
- 13.2 Camera Facilities shall be under no liability in respect of any parts, materials, or equipment in respect of which the Hirer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Camera Facilities.
- 13.3 If for any reason Camera Facilities is unable to provide the Equipment under the Hire Agreement Camera Facilities shall bear no responsibility to the Hirer for any loss including consequential loss arising thereon.
- 13.4 Subject as expressly provided in these Terms all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.5 Except in respect of death or personal injury caused by Camera Facilities negligence, Camera Facilities shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term or any duty at common law or under the express term of the Agreement, for loss of profit or for any indirect special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Camera Facilities, its employees or agents or otherwise) which arise out of or in connection with the supply of the Equipment (including any delay in supplying or any failure to supply the Equipment in accordance with the contract or at all) or their use by the Hirer, and the entire liability of Camera Facilities under or connection with the contract shall not exceed the total hire payments under the contract except as expressly provided in these Terms.

14. Software

- 14.1 Whilst Camera Facilities shall endeavor to provide the latest released version of any software in relation to the Equipment, it is the Hirer's entire responsibility to ensure any equipment, system and/or network compatibility.

15. Loss or damage to equipment

- 15.1 The Hirer shall be responsible for the possession and safe keeping of the Equipment whilst in their custody or control throughout the Hire Period.
- 15.2 The Hirer must immediately inform Camera Facilities of any failure of damage to or loss of the Equipment.
- 15.3 The Hirer shall not carry out any repairs to the Equipment arising out of misuse or mishandling of the Equipment without first obtaining Camera Facilities authority to do so.
- 15.4 The Hirer shall indemnify Camera Facilities in full for the costs of any repairs.
- 15.5 The Hirer shall indemnify Camera Facilities in full for the replacement of any lost or damaged Equipment or Equipment which in the view of Camera Facilities is uneconomic to repair in the value of new replacement equipment and for any consequential loss to Camera Facilities arising out of the loss or damage of the Equipment.
- 15.6 During any period in respect of which the Hirer has not already paid to Camera Facilities any hire charges for Equipment which is lost or damaged, until such lost or damaged Equipment is replaced or repaired the Hirer shall compensate Camera Facilities in full for the loss of use of the lost or damaged Equipment at a rate equivalent to the hire charges currently made by Camera Facilities for such equipment.

16. Insurance

- 16.1 The Hirer shall keep insured for the Hire Period all Equipment to its full replacement value under the contract with reputable insurers approved by Camera Facilities for:
- 16.1.1 all loss and damage to the Equipment to its full replacement value;
- 16.1.2 public liability to a minimum of £3'000,000.
- 16.2 The Hirer shall on demand provide Camera Facilities with the insurance certificate and details of the policy.
- 16.3 The Hirer shall ensure that the insurance policy names Camera Facilities as additional named assured for all rights and interests under the policy without Camera Facilities being liable to pay premiums for the policy.
- 16.4 In the event the Hirer fails to insure the Equipment under clause 16.1, Camera Facilities shall have the right (but is not obliged) to obtain insurance for the Equipment but the Hirer shall indemnify Camera Facilities for all losses including consequential losses

arising out of the Hirer's failure to insure under clause 16.1. The Hirer shall be additionally liable to pay to Camera Facilities the following sum or sums in addition to the total Hire Charges:

16.4.1 10% of the total Hire Charges where the Equipment remains in the United Kingdom;

16.4.2 12% of the total Hire Charges where the Equipment is taken outside the United Kingdom but within the European Union;

16.4.3 14% of the total Hire Charges where the Equipment is taken outside the European Union.

16.5 In the event Camera Facilities arranges insurance for the Equipment under clause 16.4, the Hirer shall be liable to pay the first £1,000 of any claim and a further £2,000 where a claim involves theft from a motor vehicle or premises or any other location where theft is not accompanied by forceful means.

17. Indemnities

17.1 If a claim is made against the Hirer that the Equipment infringe or that their use infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Hirer shall indemnify Camera Facilities against all loss, damages, costs and expenses awarded against or incurred by Camera Facilities in connection with the claim or paid or agreed to be paid by Camera Facilities in settlement of the claim;

17.2 The Hirer shall at all times indemnify Camera Facilities its employees servants and agents against all actions costs claims proceedings or liabilities arising from or in connection with equipment materials crew or any other services provided to the Hirer by Camera Facilities.

18. Insolvency of Hirer

18.1 If the Hirer takes any steps in respect of insolvency proceedings, goes into liquidation, bankrupts or is wound up, or ceases or threatens to cease to carry on business, without limiting any other right or remedy available to Camera Facilities, Camera Facilities may cancel the contract. If Equipment has been delivered but not paid for, the full Hire Payment shall become immediately due and payable.

19. Termination

19.1 In the event that the Hirer is in breach of any of its obligations under this agreement Camera Facilities shall be entitled to treat the contract as repudiated and demand the return of the Equipment. The Hirer shall, however, remain liable to pay the full Hire Charges.

20. Export

20.1 The Hirer must provide Camera Facilities with prior notification of its intention to take the Equipment outside the United Kingdom.

21. General

21.1 Notices under these terms shall be in writing addressed to the other parties at their registered office or principal place of business.

21.2 No waiver by Camera Facilities of any breach of the contract by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.3 If any provision of the contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the contract and the remainder of the provision in question shall not be affected.

21.4 The contract shall be governed by the laws of the England and the Hirer agrees to submit to the non-exclusive jurisdiction of the English courts.