

## CONDITIONS OF BUSINESS

### 1. Definitions

1.1 The following expressions shall have the following meanings:

**'Additional Charges'** has the meaning in clause 4.7.

**'Agreed Purposes'** means the performance by each party of its obligations under the Contract.

**'ARRI'** means ARRI Rental Services UK Limited (trading as ARRI Rental) whose registered office is at 2 Highbridge, Oxford Road, Uxbridge, UB8 1LX (company registration number 2044202) and its successors and assigns.

**'ARRI Personnel'** means the employees, agents, subcontractors or any other representatives of ARRI.

**'Connected Services'** means the services supplied by ARRI in connection with the Equipment hired by the Customer as set out in the Quotation.

**'Contract'** means the agreement between ARRI and the Customer for the hire of the Equipment, supply of ARRI Personnel and/or the supply of Goods (as the case may be), in accordance with these Terms.

**'Controller', 'data controller', 'processor', 'data processor', 'data subject', 'personal data', 'processing' and 'appropriate technical and organisational measures'** means as set out in the Data Protection Legislation in force at the time.

**'Cranes'** means any equipment used for lifting and lowering camera equipment in the workplace (e.g. all cranes and crane positioning vehicles)

**'Crane Trucks'** means vehicles to transport Cranes.

**'Customer'** means the person, company or partnership hiring the Equipment and/or purchasing the Connected Services and/or Goods (as the case may be), in accordance with these Terms.

**'Data Protection Legislation'** means (i) the Data Protection Act 2018, and (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.

**'Equipment'** means the equipment (including Cranes) and all articles and materials hired out or supplied by ARRI to the Customer as set out in the Quotation or any replacements and all accessories-

**'Goods'** means the goods to be supplied to the Customer by ARRI as set out in the Quotation.

**'Hazardous Environment'** means an environment likely to cause damage or to impair the Equipment or any of its component (including, moving parts, lenses, filters and/or, circuit-boards) by, without limitation, exposure to particles or substances (e.g. sand, dust, water, chemicals) climatic conditions (including extreme temperatures).

**'Hire Charge'** means the charges and rates for the Equipment and (where relevant) Connected Services during the Hire Period, as set out in the Order or, where the Quotation related to the Order does not specify the charges and rates applicable, in accordance with the Price List and confirmed in writing by ARRI.

**'Hire Period'** means the duration of hire as set out in the Order and any extension of the same agreed in writing by ARRI.

**'Order'** means the Customer's order for the hire of Equipment, supply of Connected Services and/or supply of Goods, as set out in the Customer's email to ARRI which shall refer to the Quotation.

**'Permitted Recipients'** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with the Contract, and any group companies of each party.

ARRI Rental is the trading name of ARRI Rental Services UK Limited.  
Registered in England. Company registration no.: 2044202. VAT no.: 635741923.  
Registered office: 2 Highbridge, Oxford Road, Uxbridge, Middlesex UB8 1LX, United Kingdom.

**'Price'** means the price payable for the Goods as set out in the Order or otherwise as shown in the Price List.

**'Price List'** means the prevailing price list/ rate card (if any) for hire of Equipment, supply of Connected Services or price for the sale of Goods as the case may be.

**'Quotation'** means ARRI's written quotation sent to the Customer from which the Customer has placed the Order.

**'Shared Personal Data'** means the personal data to be shared between the parties under clause 17.1 of the Contract which shall be confined to the following:

- a) the names of ARRI's Personnel and other staff and their work email addresses and telephone numbers (including mobile);
- b) the names of the Customer's staff and their email addresses and telephone numbers (including mobile);
- c) the names of third parties engaged to perform obligations in connection with the Contract and their email addresses and telephone numbers (including mobile).

**'the/these Terms'** means these terms and conditions.

**'Termination Event'** means anyone or more of the following events: (i) the Customer commits a material breach of the Contract and fails to remedy that breach within 14 days of the Customer being notified in writing of such a breach; (ii) the Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or (being a company) is deemed unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of S.268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing applies; (iii) the Customer shall do or allow to be done any act or thing which in the reasonable opinion of ARRI may prejudice or jeopardise ARRI's rights in the Equipment or any other part thereof (iv) where the customer ceases or threatens to cease trading (v) where in the opinion of ARRI any event that is likely to affect the Customer's credit worthiness (including without limitation the service on ARRI of any legal proceedings).

**'Vehicles'** means vehicles that are, as a prerequisite, required for the delivery of the Equipment to the Customer, and/or for onsite storage of the Equipment at the Customer's designated location, and return of the Equipment to ARRI at the end of the Hire Period, which expression includes Cranes Trucks.

1.2 A reference to 'writing' or 'written' includes faxes and emails.

### 2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to hire the Equipment, purchase the Connected Services and/or purchase the Goods (as the case may be) in accordance with these Terms.

2.2 The Order shall only be deemed to be accepted when either:

(a) ARRI issues written acceptance of the Order to the Customer; or

(b) an ARRI employee at its premises confirms that the Customer may take any or all of the Equipment from ARRI's premises for any purpose other than off-site testing, at which point and on which date and time the Contract shall come into existence.

2.3 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 Any quotation given by ARRI shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

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www.arringental.com

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### 3. Delivery and Hire Period for Equipment

3.1 The Hire Period shall commence: (a) if the Customer is collecting the Equipment or the Customer has arranged for a third party to deliver the Equipment to the Customer, at the time on which the Equipment leaves ARRI's premises; or (b) if ARRI is delivering the Equipment to the Customer or is arranging for the Equipment to be delivered to the Customer, at the time on which the Equipment is delivered to the location set out in the Order or such other location as the parties may agree in writing.

3.2 The Hire Period may be extended with the prior written agreement of ARRI.

3.3 Unless otherwise agreed in writing by ARRI, the Hire Charges applicable for any extension to the Hire Period shall be calculated in the same way as the Hire Charges set out in the Order (or, if no such rates are set out in the Order, in accordance with the Price List).

### 4. Rates and Payments (Equipment Hire, Connected Services and Goods)

4.1 The Customer shall pay the Hire Charges and the Price to ARRI in accordance with any payment schedule set out in the Quotation or, if no such payment schedule applies, within 30 days of the date of ARRI's invoice(s). The Additional Charges shall be payable within 30 days of the date of ARRI's invoice(s) for the same. The Hire Charges, Additional Charges and the Price shall be paid in pounds sterling and shall be made by bank transfer to the details set out on the relevant ARRI invoice.

4.2 The Hire Charges, Additional Charges and the Price are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Customer at the rate and in the manner from time to time prescribed by law.

4.3 The Customer shall be exclusively responsible for all customs and other duties and all related costs and expenses payable on any international transaction.

4.4 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The time for payment shall be of the essence.

4.5 If the Customer fails to make any payment due to ARRI under the Contract by the due date for payment ('**Due Date**') then, without prejudice to any other right or remedy ARRI will be entitled to:

(a) charge the Customer interest on the overdue amount at the rate of 2% per annum above the main base lending rate for the time being of Barclays Bank plc or the rate specified in the Late Payment of Commercial Debt (Interest) Act 1998, as amended, whichever is the higher on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounded daily;

(b) claim reasonable compensation for debt recovery costs as specified in the Late Payment of Commercial Debts Regulations 2013 (SI 2013/395) (or any amendment thereof) on each invoice;

(c) withdraw any credit facilities even if previously granted such that all sums invoiced to ARRI are immediately payable.

4.6 Payment to ARRI of any amount under the Contract shall not, in any circumstances, be dependent upon payment to the Customer from any third party.

4.7 The Customer shall pay additional charges ('**Additional Charges**') if:

(a) return of the Equipment is delayed by the Customer beyond the Hire Period for whatever reason (including but not

limited to where the Equipment is lost, damaged or destroyed following delivery to the Customer); or

(b) following return of the Equipment, ARRI notifies the Customer that the Equipment has not been returned in acceptable condition and cleaning, repairs or replacements are required to be made to the Equipment to put it into the repair and condition that it was in at the beginning of the Hire Period.

4.8 The Additional Charges are calculated using the charges and rates set out in the Order or the cost of hire of replacement equipment which ARRI incurs (whichever is the higher) and are calculated based on a daily rate for each day or part of a day until and including the day on which the Equipment is returned or, if damaged, until the Equipment is repaired and available for re-hire or, if destroyed, until it is replaced by an equivalent or comparable item available for hire.

4.9 The purpose of clause 4.7 is to ensure that ARRI is able to accommodate its other customers with an available stock of equipment in order to maintain continuity of trading relations and the goodwill of such customers in circumstances where the Equipment is not returned at the end of the Hire Period as contemplated by this clause.

### 5. Inspection and Condition (applicable to Equipment and Goods)

5.1 The Customer shall inspect the Equipment and/or Goods either at ARRI's premises during any testing or otherwise as soon as reasonably practicable following delivery, through the Customer's employees, agents or subcontractors or other representatives (the '**Customer's Representatives**'), then unless the Customer's Representatives notify ARRI within 48 hours of delivery of the Equipment and/or Goods of any defect or malfunction in or the operation or functionality of the Equipment and/or Goods, it shall be deemed that the Equipment and/or Goods are suitable for the Customer's purposes and that it is in good working order and repair.

5.2 Time shall be of the essence of the Contract in respect of any notice required to be given by the Customer or Customer's Representatives pursuant to clause 5.1.

5.3 ARRI will make available to the Customer facilities at ARRI's premises for the Customer to inspect and to set up the Equipment for the Customer's own use. The Customer relies entirely on its own skill and knowledge in relation to the use and set up of the Equipment.

5.4 The Customer must satisfy itself that the Equipment is fit for the Customer's purpose and ARRI gives no warranty as to the fitness of the Equipment for any particular purpose.

5.5 The Equipment is the responsibility of and at the risk of the Customer during the inspection set up or testing notwithstanding that such inspection set up or testing is taking place on ARRI's premises, and the Customer must insure the Equipment and/or Goods under its own policy of insurance in accordance with clause 7.

5.6 Any advice or recommendations given by ARRI and ARRI Personnel to the Customer, its employees or agents as to the use, set up or application of the Equipment and/or Goods which is not confirmed in writing by ARRI is followed or acted upon entirely at the Customer's own risk and accordingly ARRI shall not be responsible for any such advice or recommendation which is not so confirmed.

5.7 The Customer must carry out its own appropriate tests before using any Equipment for filming or otherwise including, but not limited to, for film, "a frame leader" test and "steady" test (and in the case of digital equipment run camera, record some data, replay and check for any menu errors throughout the process) and must satisfy itself that the set up and

adjustment of the Equipment is appropriate for the Customer's use. Such testing must be carried out by suitably qualified operatives.

## **6. Risk for Loss or Damage to Equipment and Vehicles**

6.1 The Equipment and the Vehicles shall at all times remain the property of ARRI.

6.2 The risk of loss, theft, damage and destruction of the Equipment shall pass to the Customer on commencement of the Hire Period in accordance with clause 3.1. The Customer shall ensure that a policy of insurance is effected in accordance with clause 7 of these Terms.

6.3 The Customer is responsible for returning the Equipment at the end of the Hire Period (or any agreed extension of the same) in the same condition as it was in at the commencement of the Hire Period (fair wear and tear excepted).

6.4 The Customer shall make good any damage to the Equipment of any kind and from whatsoever cause (including theft, loss, damage or destruction) unless caused by the negligence or willful default on the part of ARRI Personnel and shall pay to ARRI (a) the full replacement cost of the Equipment or (b) the cost of reinstating the Equipment to the condition it was in at the commencement of the Hire Period, whichever is the lower.

6.5 In the event that any Equipment is returned by the Customer in a condition that requires cleaning because the Equipment has been subjected to improper use and/or lack of care, including without limitation the effect of any Hazardous Environment, then the Customer shall pay to ARRI the cleaning, repairing and replacement costs of any damaged components, in addition to the Additional Charges.

6.6 The Customer shall make good any damage to or loss of Consumables by paying compensation for replacement Consumables on a new for old basis, or if capable of repair, the full cost of repair. For the purposes of this clause 6.6, 'Consumables' include lightbulbs.

## **7. Insurance**

7.1 Reference to Equipment in this clause 7 shall mean Equipment excluding Vehicles unless otherwise stated.

7.2 The Customer shall (without prejudice to the liability of the Customer to ARRI) keep the Equipment insured for its full replacement value, as advised by ARRI, throughout the Hire Period and until return of the Equipment to ARRI, against all risks including third party risks, loss of hire (including but not limited to the costs payable by the Customer under clause 4.7), damage by fire, theft (whether or not involving forcible or violent entry or exit to such storage facility in which the Equipment is stored) and such other risks usually covered by comprehensive insurance policy covering similar products to the Equipment.

7.3 The Customer shall in addition (and without prejudice to the liability of the Customer to ARRI) take out and maintain insurance against loss, damage or liability arising in connection with the use of the Equipment and/or loss due to breakdown, accident, damage, or delay and/or liability resulting in damage or injury to Equipment, death or injury to persons or damage to property including all liability which results from ARRI Personnel in the control of and acting on the directions or implied instructions of the Customer its employees, its agents or subcontractors under such insurance to be for such sum as it is reasonably stipulated by ARRI or in the absence of such stipulation for a minimum of £1,000,000 for public liability in respect of each occurrence.

7.4 The Customer shall in respect of such insurance produce to ARRI on demand a current insurance policy. The Customer

will notify ARRI of any change in relation to such policy without delay.

7.5 The Customer's insurance cover and policy shall in respect be free from unreasonable restrictions or excess and shall (if ARRI so elects) be in the joint names of ARRI and the Customer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is owned by, and is on hire from, ARRI.

7.6 In the event that the Customer is in breach of its obligation to insure pursuant to these Terms, ARRI shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Customer insurance against all or any of the contingencies above referred to and against any other contingency which ARRI may in its absolute discretion decide.

7.7 The Customer shall as soon as reasonably practicable (and in any event within 24 hours) give written notice to ARRI of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this clause 7. The Customer shall not negotiate or compromise any claim without the consent of ARRI.

7.8 If requested, the Customer shall allow ARRI to take over the conduct of negotiations (except in relation to claims against the Customer for death, personal injury, damage or loss or damage to the property of any third party or that of the Customer, unconnected with the Equipment) and shall at the expense of the Customer take such proceedings in the Customer's sole name or, if so required by the Customer, jointly with ARRI, and the Customer shall hold all sums recovered together with any monies received by the Customer under its policy of insurance in trust for ARRI any paying or applying the same for the benefit of ARRI and in the discharge of the Customer's obligation to ARRI under the Contract.

7.9 In respect of Vehicles, ARRI shall insure Vehicles hired to the Customer on a fully comprehensive basis, but the Customer shall be liable for and shall indemnify ARRI against any uninsurable loss, including any excess on ARRI's insurance policy incurred by ARRI as a result of any act or omission of the Customer, its employees or persons acting under its directions and/or control.

## **8. Limitation of Liabilities and Indemnities**

8.1 Nothing in these Terms limits any liability which cannot legally be limited including but not limited to liability for: (a) death or personal injury caused by negligence and fraud or (b) fraud or fraudulent misrepresentation.

8.2 Subject to clause 8.1, ARRI shall have no liability to the Customer (or to any person, firm or company) in respect of any: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) indirect or consequential loss or damage; (e) lost production time; (f) delay in shooting (g) the cost of re-shooting unusable footage or remedial or repair work on digital media, in each case, however caused, even if foreseeable.

8.3 Without prejudice to the above, ARRI shall not be liable for any loss or damage to film, visual, audio visual content or other data left in the Equipment on its return to ARRI.

8.4 If ARRI Personnel provides services at premises other than that of ARRI, he or she does so under the direction and supervision of the Customer and subject to clause 8.1, ARRI will not be liable for any loss or damage occasioned by such servant or agent to the Customer or any third party howsoever such loss or damage has been caused.

8.5 The Customer shall indemnify ARRI against all claims, demands, actions, costs, expenses (including professional fees) or proceedings, and/or loss or damage to any other person, firm, company, property or indirectly connected with



the acquisition use operation or possession of the Equipment by the Customer whether such claim action loss or damage arises from breach of contract or of third party rights or from the negligence of ARRI's Personnel arising from any instructions, directions or implied instructions given to ARRI Personnel by the Customer or its employees or agents and sub-contractors and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.

8.6 ARRI may from time to time provide the Customer with such health and safety policies and risk assessments (**Policies**) as may be relevant to the Equipment, Goods and/or ARRI's premises. The Customer shall comply with any relevant obligations set out in such Policies and the Customer is responsible for preparing, implementing and enforcing any additional policies and risk assessments that may be applicable to the Equipment and/or Goods after delivery. Subject to clause 8.1, the Customer shall indemnify and keep ARRI and ARRI Personnel indemnified in respect of all claims by any person whatsoever for injury to a person or damage to property caused by or in connection with or arising out of the storage, transit, loading or use of the Equipment during the continuance of the Hire Period and in respect of all costs and charges in connection therewith arising under statute or common law save for any matter arising directly as a result of ARRI's own negligence.

8.7 Subject to clause 8.1, ARRI will not be liable for damage to the Equipment and/or Goods after delivery to the Customer or to a carrier nominated by the Customer or to any person acting under the authority of the Customer either expressed or implied or for any damage to Equipment and/or Goods caused by any delay in delivery or adverse weather conditions or unsuitable storage after the Equipment and/or Goods have left the premises of ARRI.

8.8 Any assistance given by ARRI and ARRI Personnel during the testing or set up process is under the supervision and control of the Customer. Subject to clause 8.1, neither ARRI or ARRI Personnel shall be responsible for any loss or liability to the Customer arising from such assistance unless caused by negligence or willful misconduct of ARRI Personnel.

8.9 Subject to clause 8.1, in no circumstances shall the liability of ARRI to the Customer (under the Contract or otherwise) exceed the invoice value of the Contract to ARRI.

## **9. Termination of Hire and Repossession**

9.1 Without limiting its rights or remedies, ARRI may terminate the Contract with immediate effect by giving written notice to the Customer where a Termination Event has occurred.

9.2 On termination of the Contract for any reason: (i) the Customer shall immediately pay to ARRI all of the outstanding Hire Charges together with any Additional Charges for any period of delay in return of the Equipment and any interest accrued to ARRI as determined pursuant to these Terms; (ii) the Customer shall return all of the Equipment. If the Customer fails to do so, then ARRI may enter the Customer's premises and take possession of them. Until redelivery, the Customer shall be solely responsible for the Equipment's safe keeping and will not use it for any purpose not connected with this Contract; (iii) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and (iv) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **10. Customer's Duties in respect of Equipment and Vehicles**

10.1 During the period of the Contract the Customer shall:

(a) keep and maintain the Equipment in its control and safe custody at its own risk and ensure that the Equipment is kept in good condition until redelivered to ARRI, and shall not dispose, loan, assign, pledge, encumber, or part with possession of or suffer any lien to be created over the Equipment or any part thereof other than in accordance with ARRI's written instructions;

(b) ensure that the Equipment is used in a skillful and proper manner and by skilled persons, having the appropriate qualifications, licenses, permissions and consents, in accordance with operating instructions, always ensuring compliance with prevailing highest health and safety regulations and law;

(c) take proper care of the Equipment and ensure that the Equipment and any Vehicles are properly stored and protected from interference and damage from any source whatsoever including inter alia the effect of any Hazardous Environment;

(d) not make alteration to the Equipment or any Vehicles and not remove or replace any existing component nor attempt or make any repair or modification to the Equipment or any Vehicles nor remove any sign or marking from the Equipment or Vehicles;

(e) not hold or use the Equipment or any Vehicle (nor permit others to do so) in a manner which will or may cause any provision of the insurance policies referred to in clause 7 (or, where relevant, ARRI's insurance) to be broken;

(f) inform in writing any person to whom a debenture or charge over any part of the Customer's assets is to be granted that the Equipment and any Vehicles are not the property of the Customer;

(g) carry out regular reviews of any digital content or data captured by the Equipment by a suitably qualified technician;

(h) ensure that any content or data recorded by the Equipment is kept safe;

(i) remove all film, visual or, audio visual content or other data from the Equipment prior to its return to ARRI; and

(j) not to take or allow any of the Equipment or any Vehicles to be taken out of the United Kingdom mainland without ARRI's prior written consent.

10.2 The Customer will not permit or allow the Equipment or any Vehicles to be used in any abnormal or hazardous assignment or Hazardous Environment likely to cause damage to the Equipment or any part of it.

10.3 Any ARRI Personnel that visits the Customer's premises or any premises (other than ARRI's premises) at the request of the Customer or uses or demonstrates any of the Equipment is, at all times, under the supervision of the Customer. The Customer must ensure that there is a safe working environment in such circumstances and that all statutory and other obligations of all kinds are adhered to.

10.4 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) referred to in clause 7 and shall not do or allow any act or thing whereby such insurance may be invalidated. The Customer shall indemnify ARRI against all loss, damage, or liability whatsoever not recoverable under the policy of insurance.

## **11. Defects, Replacement and Repairs during Hire Period**

11.1 ARRI warrants that the Equipment shall substantially conform to its specification and be of satisfactory quality.

ARRI will remedy, free of charge, any material defect in the Equipment, subject to this Terms.

11.2 The Customer shall at all reasonable times permit ARRI and ARRI Personnel to the Equipment to inspect test, adjust, repair, alter, or replace the same.

11.3 If at any time during the Hire Period the Equipment or any part thereof is in need of adjustment or repair or if there is any damage or incidents involving or relating to the Equipment or any part thereof then the Customer shall forthwith notify ARRI by telephone. In the case of adjustment or repair for which ARRI is responsible, ARRI shall either carry out the necessary adjustment or repair on-site or, at its discretion, shall arrange the removal of the Equipment or part or parts thereof to ARRI's premises for adjustment or repair. In the event of ARRI removing the Equipment or any part thereof from the Customer's designated location, then ARRI may at its option adjust, repair or replace the Equipment or such part or parts thereof, in which case the Contract shall continue as if the substituted equipment or such part or parts had been included in the subject matter of the Contract. The costs of carriage, insurance and handling charges shall be paid by ARRI where adjustment or repair for which arises from inherent faults not noticeable at the commencement of the Hire Period, but in all other cases shall be paid by the Customer.

11.4 If the Equipment requires adjustment or repair to the whole or part (other than where due to fair wear and tear) due to any damage caused by the Customer, its employees, agents and sub-contractors then, the Customer shall (in addition to its other liabilities set out in these Terms including but not limited to Additional Charges) pay to ARRI all costs of inspection, loading, unloading and transportation and replacement parts or other materials in connection with the carrying out of the adjustments or repair. The Customer will also be liable for the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof and for the avoidance of doubt should the Customer request that any repair be carried out at a designated location by ARRI Personnel then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Customer.

## 12. Vehicles

12.1 Where the Equipment hired includes any Vehicles the provisions of this clause shall apply. The Customer agrees to pay the Hire Charge, and shall indemnify ARRI in respect any liability in respect of any appropriate insurance excess, all costs, penalties, charges, fines including but not limited to parking fines and payment of congestion charges, and any and all court costs arising from the Customer's acts or omissions during the Hire Period and until the vehicle is returned to ARRI.

12.2 The Vehicles are provided to the Customer for delivery and the storage of the Equipment only. The Vehicles are not to be used, and the Customer will not permit them to be used, for any purposes for which they are not expressly designed including but not limited to (i) hire and reward; (ii) any activity which might render the vehicle insurance policy void; (iii) for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction; (iv) use by any person who is not licensed to drive the vehicle, is under the influence of drink or drugs or has been convicted of a motoring offence the details of which have not been disclosed in writing to ARRI at the point of hire.

12.3 The Customer agrees not to effect any of the following, without the prior written consent of ARRI: (i) undertake any mechanical or other modification, make any alterations

additions, fit any towing equipment or other accessories or nonstandard tyres to the Vehicles. Should ARRI give its consent, the Customer shall be liable for the cost of such modification addition and alteration and once complete, the same shall become part of the Vehicles and shall become ARRI's property; (ii) remove or interfere with any identification mark or plates affixed to the vehicles nor attempt or purport to do so nor permit the same or deface the paintwork or bodywork of the Vehicles, nor add or erect any painting, sign writing, lettering or advertising to or on the Vehicles.

12.4 During the Hire Period the Customer shall: (i) Ensure that the Vehicles are operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes for the Vehicle hired; (ii) Indemnify and keep indemnified ARRI against all fines, penalties and liabilities imposed on ARRI or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with the cost or expense relating thereto. In the case of any accident resulting in death, personal injury or damage to property the Customer will be liable to the fullest extent; (iii) Not to use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres, tachographs and drivers' hours.

## 13. Connected Services

13.1 During any period when ARRI Personnel are providing the Connected Services then such ARRI Personnel shall be deemed to be the servants or agents of the Customer and the Customer shall be responsible for all acts and omissions of ARRI Personnel and shall indemnify ARRI for their acts or omissions whilst in the Customer's control.

13.2 The Customer will comply with all health and safety legislation in relation to the services performed by ARRI Personnel and the place and method of work, and in particular (but without limitation), the Customer shall ensure that:

(a) all ARRI Personnel working at height in excess of 2 meters (without guard rails or equivalent protection) or 15 meters (in any event) shall wear safety harnesses which shall be provided by the Customer;

(b) drivers of Vehicles shall not exceed the maximum hours allowed by statute and the Customer will pay for a replacement driver and all associated expenses as necessary; and

(c) the Customer shall provide such facilities and locations as shall enable ARRI to comply with all and similar legislation and regulations which are applicable.

13.3 The Customer will be liable for all claims, costs, expenses, proceedings, or demands made by a third party in connection with or arising from any acts, omissions or default of ARRI Personnel whilst and under the control of the Customer.

13.4 The rates applicable to the Connected Services are set out in ARRI's labour charging structure ('**Labour Charging Structure**') for the applicable production type. Details of the Labour Charging Structure will be set out in the Quotation.

13.5 The duration of the Connect Services shall, unless terminated in accordance with the Terms or unless otherwise agreed in writing by ARRI, continue until the end of the Hire Period for the Equipment to which the Connected Services relate.

## 14. Sale of Goods

14.1 Unless otherwise agreed in writing by ARRI, the Customer shall collect the Goods from ARRI's premises. The

risk in the Goods shall pass to the Customer once the Goods have been collected or once the Goods have been delivered to a location designated by the Customer (and agreed by ARRI), whichever shall first occur.

14.2 Title in the Goods shall not pass from ARRI until the Customer has paid the Price.

14.3 Until title in the Goods passes to the Customer, the Customer shall: (i) hold the Goods on a fiduciary basis as ARRI's bailee (ii) store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as ARRI's property and marked in such a way that they are clearly identifiable (iii) not remove deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (v) give ARRI access to the Goods as ARRI may require from time to time to re-possess the Goods.

14.4 If before title to the Goods passes to ARRI to the Customer, ARRI becomes aware of the Customer's insolvency (being a company) or bankruptcy (being an individual) or (being a partnership) has any partner to whom any of the foregoing applies, or ARRI reasonably believes that the Customer may become insolvent or bankrupt and notifies the Customer accordingly, then provided that the Goods have not been resold or irrevocably incorporated into another product and without limiting any other right or remedy that ARRI may have, ARRI may at any time require the Customer to deliver up the Goods and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

14.5 The Goods are described in the Quotation.

14.6 ARRI warrants that on delivery the Goods shall: (a) conform in all material respects with their description; and (b) be free from material defects in design, material and workmanship.

14.7 All other warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. The Customer relies entirely on its own skill and knowledge in relation to the use and set up of the Goods.

14.8 In relation to the sale of film, tape or similar consumable items the Customer acknowledges that the Goods will naturally degenerate. The Customer must therefore test the Goods prior to use irrespective of any "use by" or other date indication on the packaging.

14.9 ARRI's liability for breach of warranty or for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

14.10 Where Goods are not defective there is no right to return the Goods.

## 15. Credits

If credits or acknowledgments are being made to suppliers of Equipment in the front or end titles of production TV or film productions (as the case may be) for which the Equipment is being used and/or which ARRI Personnel are engaged then the Customer shall include a similar size credit to read 'Camera & Grip services supplied by ARRI Rental'.

## 16. Miscellaneous

16.1 These Terms incorporating the Order constitute the entire agreement between the parties hereto and any variation shall be binding only if it is in writing signed on behalf of ARRI.

16.2 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16.3 Any notice or other communication required to be given to a party under the Contract shall be in writing and shall be delivered to the other party personally or sent by first class post, recorded delivery or by commercial courier to its registered office or its principal place of business, or sent by fax to the other party's main fax number or by email.

### 16.4 Force Majeure

(a) Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. A '**Force Majeure Event**' shall mean an event, circumstance or cause beyond a party's reasonable control being either an act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil riots, war, armed conflicts, nuclear, chemical or biological contamination or sonic boom but it shall not for the avoidance of doubt include any event, circumstance or cause which could have been avoided or overcome by the exercise of reasonable due diligence or taking reasonable care and precautions.

(b) As soon as reasonably practicable after the start of any Force Majeure Event, the affected party shall notify the other party in writing of the Force Majeure Event, the date on which it started, its potential duration and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

(c) In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or a period of 7 days, whichever is shorter.

16.5 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the registered office of either the Customer or ARRI, or if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if sent by fax, on the next business day after clear transmission. Notices delivered by hand shall be deemed to have been delivered upon receipt. Notices sent by email or facsimile shall be deemed to have been received if sent before 4pm on any working day on that day and if sent after 4pm on any working day on the first working day following the date of sending as the case may be and in both cases provided the sender has retained a successful transmission receipt.

16.6 Neither party shall without the prior written consent of the other party assign, transfer, charge or deal in any other manner with this Contract or its rights under it or part of it, or purport to do any of the same, nor (other than in respect of delivery of the Equipment or Goods) sub-contract any or all of its obligations under this Contract.

16.7 If any part of the Contract becomes invalid, illegal or unenforceable it shall be severed from the Contract and the remainder of the Contract shall remain in full force and effect.

16.8 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to

enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that act.

16.9 Where there are two or more parties to the Contract as the Customer, their liability shall be joint and several. In the Contract and the Terms and where the context so admits or requires the masculine shall include the feminine or vice versa and the singular shall include the plural.

16.10 The Contract and the Terms and any dispute or claim arising or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## 17. Data Protection

17.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (**the Data Discloser**) may from time to time in connection with the Contract disclose to the other party (**the Data Recipient**) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

17.2 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices in place to enable lawful transfer of the Shared Personal Data to the other and to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to the other and any data subject whose personal data may be processed under the Contract of the nature of such processing;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; and
- (e) not transfer any personal data received from the Data Discloser outside the EEA without the prior written consent of the Data Discloser.

17.3 **Other personal data.** The Customer shall process any personal data collected from ARRI Personnel directly (for example, personal data collected as part of a health and safety induction held by or on behalf of the Customer) only for the purpose specified to the data subject at the time.

17.5 **Mutual assistance.** Each party shall:

- (a) upon reasonable request, at the cost of the other party, provide the other party with reasonable assistance in complying with any data subject access request;
- (b) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation concerning Shared Personal Data shared by the other;
- (c) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Contract unless required by law to store the personal data or required for a legitimate interest such as, for example, a requirement by an insurer or for the purpose of bringing legal action;
- (d) maintain complete and accurate records and information to demonstrate its compliance with this clause 17; and
- (e) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.

17.6 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in

connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier reasonable notice of such claim, reasonable details of the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in clause 8.