

## Conditions of Business

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does not exclude or limit any liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

7.2 Without prejudice to clause 6.1, the Company shall not be liable for any direct or indirect loss of profit nor for any indirect loss, damage, costs, claims, demands or expenses whatsoever or howsoever caused, whether resulting from the Company's negligence or otherwise, under or in any way in connection with the Contract.

7.3 The Customer will indemnify and keep the Company and its employees fully and effectively indemnified in full and on demand against all claims, demands, costs, actions, expenses (including professional advisors' fees) or proceedings made against them by any third party, arising out of or in any way in connection with the Customer's failure to comply with any of the provisions of the Contract.

7.4 Any liability of the Company 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.

### 8. Insurance

8.1 The Customer shall effect the following insurances:

8.1.1 An all risks insurance policy on all items of the Equipment for their full replacement value (including without limitation cover against loss, theft or damage to the Equipment).

8.1.2 A third party liability insurance policy covering the liability of the Customer and of the Company for death, injury and damage to or loss of property arising directly or indirectly out of the use or possession of the Equipment and the Customer shall at the commencement of the hire period give notice to the insurer of the Company's interest in such policy.

8.2 The policy in respect of such insurance and evidence of payment of premiums shall, when requested by the Company, be produced to the Company for inspection.

8.3 The Customer shall give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this clause and such notice shall be given within twenty four hours of the occurrence being first known to the Customer.

8.4 The Customer shall, at its own cost, assist the Company in securing the settlement of any claim and the payment to the Company of the value of such claim so far as it relates to the Equipment or to the liability of the Company to any third party.

### 9. Termination and Repossession

9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:

9.1.1 that other party commits any material breach of these conditions and, in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be a material breach);

9.1.2 that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or partnership) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or

9.1.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of that other party, or

9.1.4 that other party ceases, or threatens to cease, to carry on business.

9.2 On termination the Customer shall pay to the Company all costs and expenses due under the Contract.

9.3 Neither party shall have any right to claim for any loss or damage occasioned by such termination, which shall be without prejudice to any other rights and remedies of either party.

9.4 At the expiry of the hire period, or following termination of the Contract for whatever reason, the Customer shall within [3] days return the Equipment to the Company's premises in good working order and condition.

9.5 If the Customer fails to return the Equipment on the due date the Company may, without notice, re-take possession of the Equipment and for this purpose shall be entitled without notice, to enter into any premises occupied or controlled by the Customer.

### 10. Notices

Any notice to be given in accordance with this Contract shall be deemed to be properly given if delivered by hand or sent by prepaid post or email or facsimile to the party concerned at the address or email address or facsimile number as set out on the Quotation or to such other address, email or facsimile number as may be communicated from time to time in writing to the sender of the notice. Notices sent by prepaid post shall be deemed to have been received three working days after the date of posting. 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.

### 11. Proper Law

This Contract shall be governed and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

### 12. GENERAL

12.1 No variation to the Contract will be binding unless agreed in writing between the Company and the Customer.

12.2 This Contract is the entire agreement between the parties and supersedes any previous agreement in relation to its subject matter. The Customer acknowledges and agrees that in entering into this Contract it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract and its only remedy for breach of this Contract shall be for breach of contract under the terms of this Contract.

12.3 The Company shall not be liable for any delay in performing or any failure to perform any of its obligations under this Contract caused directly or indirectly by any event beyond its reasonable control.

12.4 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 sub-contract any or all of its obligations under this Contract.

12.5 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.

12.6 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.

### 1. Interpretation

1.1. In the Contract:

'Charges' means the charges agreed between the parties for the hire of the Equipment, for Services and for the purchase of consumables and set out in the Quotation.

'Company' means Arri Lighting Rental Limited and its successors and assigns of 4 Highbridge, Oxford Road, Middlesex UB8 1LL

'Contract' means these conditions and the Quotation

'Customer' means the person, persons or company hiring the Equipment.

'Equipment' means all articles and materials taken on hire from the Company by the Customer in the course of its business.

'Goods' means any goods to be supplied to the Customer by the Company (including any part or parts of them) under the Contract.

'Quotation' means the quotation addressed to the Customer which shall lapse 3 calendar months from the date of such Quotation unless accepted in writing by the Customer before the expiry of such 3 calendar months.

'Services' means the services (if any) to be provided by the Company to the Customer (including the installation, delivery, collection and maintenance of the Equipment and the provision of personnel) as agreed between the parties.

### 2. Quotation

2.1 Details of the Charges and any hire period are set out in the Quotation.

2.2 The Charge for the Equipment commences on the day the Equipment leaves the Company's premises and terminates at the end of the agreed hire period, providing that the Equipment has been returned to the Company in the same condition it was in at the commencement of the hire (fair wear and tear excepted).

2.3 In the event that the Equipment is lost, damaged or destroyed, the period in respect of which a Charge shall be payable for such continue until such time as the Equipment is recovered and returned to the Company or (if damaged) is repaired and available for re-hire or (if destroyed) is replaced by an equivalent or comparable item available for hire. Any such additional hire charge for lost, damaged or destroyed Equipment shall not exceed an amount equal to thirteen weeks rental of that Equipment.

2.4 All dealings under the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document) and no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

### 3. Sale of Goods

3.1 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these conditions and shall not be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.

3.2 The description of the Goods shall be as set out in the Quotation only.

3.3 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.

3.4 All 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.

3.5 Any liability of the Company 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.

### 4. Payment

4.1 Unless specific payment terms are agreed between the parties prior to the commencement of the Contract and recorded in the Quotation, the following conditions shall apply.

4.2 Payment of Charges for the Equipment and the Goods must be made in full within thirty days of the date of the Company's invoice.

4.3 Payment in respect of the Services must be made in full within seven days of the date of the Company's invoice.

4.4 If the Customer fails to make any payment on the due dates, the Company shall be entitled to charge the Customer interest on the unpaid amount at the rate of 1.5% per month until payment in full is made whether before or after judgment.

4.5 The Charges and any other charges in relation to this Contract are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company at the rate from time to time in force.

4.6 Payment shall be made without any deduction, set-off, counterclaim or other deduction, time for payment shall be of the essence and no payment shall be deemed to have been received until the Company has received cleared funds.

### 5. Delivery and Risk

5.1 Any dates quoted for the delivery of the Equipment, the Goods or the provision of the Services are approximate only and the Company shall not be liable for any delay in delivery or provision howsoever caused.

5.2 If, upon delivery of the Equipment or Goods, the Customer discovers that the Equipment or Goods are damaged or malfunction in any way, it shall notify the Company within 24 hours of delivery. If the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Equipment or Goods and the Company shall have no liability for such defect or failure and the Customer shall be bound to pay the charges as if the Equipment and Goods had been delivered in accordance with the Contract. The Company shall endeavour to replace any faulty Equipment which is notified in accordance with this clause as soon as is reasonably practicable.

5.3 All Equipment and Goods shall, immediately upon delivery and thereafter, be the responsibility of and at the risk of the Customer though for the avoidance of doubt property in the Equipment shall remain at all times with the Company notwithstanding that the Customer shall be liable for any theft, loss, damage or destruction howsoever caused to the Equipment.

5.4 Unless otherwise agreed in writing by the Company, delivery of the Equipment and Goods shall take place at the Company's place of business and the Buyer will take delivery of the same within 5 days of the Company giving it notice that the Equipment and Goods are ready for delivery, after which delivery shall be deemed to have occurred.

5.5 Where delivery to the Customer's premises is effected by a third party, delivery for these purposes shall be deemed to have occurred when the Equipment and Goods leave the Company's premises or the premises of the third party supplier.

5.6 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Buyer on any account.

5.7 Until ownership of the Goods has passed to the Buyer, the Buyer must hold the Goods on a fiduciary basis as the Company's bailee, maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and hold the proceeds of the insurance referred to in condition 5.7 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdraft bank account.

5.8 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer encumbers or in any way charges any of the Goods or upon the happening of the events giving rise to the Company's right to terminate the Contract.

5.9 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

5.10 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

5.11 The Company shall provide the Services with reasonable and skill and in accordance with all statutory regulations. No other warranties express or implied are given by the Company under this Contract including for the avoidance of doubt any warranty of satisfactory quality or fitness for purpose.

### 6. Use of the Equipment

6.1 If the Equipment becomes defective during the hire period through no fault (directly or indirectly) of the Customer, the Company may, at its discretion, either replace the Equipment or repair any defective part providing the defective Equipment or part is returned to the Company at the place from which it was hired, with the costs of carriage, insurance and handling charges paid by the Customer. Alternatively, the Company may, at its discretion, pay the reasonable cost of the repair or, the replacement of the Equipment by a dealer approved by the Company for that purpose and on terms acceptable to the Company.

6.2 The Customer will at all times during the hire period:

6.2.1 keep the Equipment in its possession and under its control and not purport to sell, loan, assign, pledge or permit any lien to be created over it or any part of it;

6.2.2 ensure that the Equipment is used in a proper manner with the benefit of such permissions, licences or permits as may be required, in accordance with all statutory regulations and only by persons having the appropriate qualifications;

6.2.3 not hold or use the Equipment (nor permit others to do so) in a manner which will or may cause any provision of the insurance policies referred to in condition 7 to be broken;

6.2.4 take proper care of the Equipment and ensure that it is safely and properly stored;

6.2.5 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 is not the property of the Customer;

6.3 The Customer will not, without prior consent of the Company in writing, which consent may be withheld at the Company's absolute discretion, allow the Equipment to be removed outside the United Kingdom or to be used in any abnormal or hazardous assignment.

### 7. Liability and Indemnity