

1. Definitions and Interpretation

1.1. In the Contract:

“**Charge**” means the charges payable by the Customer for the hire of the Equipment as set out in the Order.

“**Company**” means Films at 59 Ltd (Reg No. 02507861), whose principal place of business is 59 Cotham Hill, Bristol BS6 6JR.

“**Contract**” means the legal agreement between the Company and the Customer for the hire of the Equipment, incorporating the Order and these terms and conditions of hire, and any other documents expressly incorporated by reference.

“**Customer**” means the person, persons or company hiring the Equipment.

“**Equipment**” means all goods, articles and/or materials taken on hire from the Company by the Customer in the course of its business.

“**Hire Period**” means the hire period for the Equipment, as set out in the Order and subject to extension or renewal as agreed by the parties in writing.

“**Order**” means the Customer's order for the provision of the Equipment, which may be a document signed, endorsed or otherwise accepted by the parties, or other written confirmation (including by email) that the Customer wishes to hire the Equipment as per the Company's Quotation.

“**Quotation**” means the Company's quotation addressed to the Customer, which shall lapse 30 days from the date of such Quotation unless the Customer notifies the Company, in writing, that it wishes to place an order based on the Quotation before the expiry of such 30 days.

2. Application of Terms and Conditions

2.1 All dealings between the Customer and the Company will be on these terms and conditions of hire 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 issued by the Customer) and excluding, to the fullest extent of the law, any term implied by law, trade, custom, practice or course of dealing.

2.2 The person placing the Order on behalf of the Customer warrants and represents that they have the requisite authority to bind the Customer.

2.3 The Company may issue Quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Equipment for hire and are incapable of being accepted by the Customer.

2.4 The Order constitutes an offer by the Customer to hire the Equipment as set out in the Quotation, subject to the Charges specified therein and subject to these terms and conditions. This offer shall be deemed accepted by the Company and the Contract shall come into force on the earlier of (i) the Company countersigning or otherwise confirming acceptance of the Order in writing (including by email); or (ii) the Company commencing provision of the Equipment.

3. The Period of Hire of Equipment

3.1 The hire of the Equipment begins on the commencement of the Hire Period, or if earlier, on the day the Equipment leaves the Company's premises, and shall continue until the expiry of the

Hire Period unless: (i) terminated earlier pursuant to clauses 4.3.2 or 10; or (ii) the parties agree an extension in writing.

3.2 In the event that the Equipment is lost, damaged or destroyed, the period in respect of which the Charge shall be payable shall 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, up to a maximum of 13 weeks. The Customer also agrees that the Company (or its nominated agents or contractors) may enter the Customer's premises as necessary for the uninstallation and removal of the Equipment, including where the Customer fails to return the Equipment to the Company.

4. Payment

4.1 The Customer shall pay the Charge for hire of Equipment in accordance with this Contract, including any payment schedule set out in the Order.

4.2 Unless the Customer has an approved credit account with the Company, all Charges must be paid prior to delivery or collection. Any Customer wishing to open a credit account with the Company must submit a completed credit account application form for consideration by the Company together with any documents requested by the Company. The Company may give credit (including any set credit limits) entirely at its discretion and may refuse, vary or withdraw credit without specifying any reason.

4.3 Where the Company has approved the Customer's credit account (unless otherwise agreed in writing):-

4.3.1 Payment must be made within 30 days of the date of the Company's invoice in full without any deduction, set-off, counterclaim or otherwise. The time for payment shall be of the essence.

4.3.2 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy which the Company is entitled to, the Company may:-

i) charge the Customer interest on the amount unpaid at a rate of 4% per annum over Bank of England base rate from time to time or the rate specified in the Late Payment of Commercial Debt (Interest) Act 1988, as amended, whichever is the higher (such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment);

ii) recover from the Customer any costs of recovery and enforcement associated with the payment default, including legal, court, and enforcement agent fees and disbursements claim, including compensation for debt recovery costs as specified in the Late Payment of Commercial Debt Regulations 2002 (or any amendment thereof) on each invoice;

iii) withhold any items of Equipment not yet delivered without liability and/or cancel the Contract and any other contract it has with the Customer; and/or

iv) withdraw any credit facilities (even if previously granted) resulting in all sums invoiced to the Company becoming immediately payable.

4.4 Payment to the Company shall not, in any circumstances, be dependent upon payment to the Customer from any third party.

4.5 All Charges shall be exclusive of VAT which, if

applicable, the Customer shall pay in addition at the rate prevailing on the date of the invoice.

4.6 Unless otherwise agreed in writing, all costs associated with delivery, including carriage, insurance, import/export licences and other taxes, and duties and tariffs, shall be payable by the Customer. Where the Company quotes for delivery charges, they only include transport of the Equipment to the Customer's location. Further time, attendance or additional services shall be chargeable separately.

5. Delivery and Risk

5.1 As stated in the Order or otherwise agreed by the parties, the Equipment shall either be delivered by the Company to the Customer's nominated location or the Customer shall collect such Equipment from the location designated by the Company. In the case of collection, the Customer is fully liable for loading and transport of the Equipment and all associated risks and shall ensure the Equipment is fully insured during transit.

5.2 Any dates agreed for the delivery of the Equipment are approximate only and the Company shall not be liable for any delay in delivery or provision howsoever caused.

5.3 Where delivery to the Customer's premises is carried out by a third party, delivery for these purposes shall be deemed to have occurred when the Equipment leaves the Company's premises or the premises of the third-party supplier (whichever is earlier).

5.4 The Customer will inspect the Equipment upon delivery and notify the Company immediately in writing of any shortfall, missing items or defects capable of being ascertained on inspection, within 24 hours of delivery. If the Customer does not notify the Company accordingly, it shall be deemed that the Equipment is complete and, so far as it is able to be ascertained on inspection, in good working order.

5.5 All Equipment shall, during the Hire Period and for any further period during which the Equipment is in the possession, custody or control of the Customer ("**Risk Period**"), be the responsibility of and at the risk of the Customer. The Customer shall be liable for any theft, loss, damage or destruction howsoever caused to the Equipment during the Risk Period. Title in the Equipment shall remain at all times with the Company and the Customer shall have no right, title or interest in or to the Equipment, save for the right to possess and use the Equipment for its own internal business purposes in accordance with this Contract.

5.6 From commencement of the Risk Period, the Customer (subject to the other provisions of this Contract) shall be liable to the Company for all loss of or damage to the Equipment beyond reasonable wear and tear howsoever caused, and the Customer shall ensure that a policy of insurance covering the Equipment is in place throughout the Risk Period, in accordance with clause 9 of this Contract.

5.7 Any repair or replacement of the Equipment undertaken by the Company, as required by clause 5.6, shall be liable to a 20% handling fee, payable by the Customer to the Company.

6. Fitness for Purpose

6.1 The Customer must satisfy itself that the Equipment is fit for the Customer's purpose and the Company gives no warranty as to the fitness

of the Equipment for any particular purpose.

6.2 The Company may make available to the Customer on-site facilities at the Company's premises for the Customer to inspect the Equipment 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.

6.3 The Equipment is at the risk and responsibility of the Customer during the inspection, set up or testing, notwithstanding that such inspection, set up or testing is taking place on the Company's premises, and the Customer must insure the Equipment under its own policy of insurance in accordance with clause 9.

6.4 Any assistance given by the Company, its employees or agents during the testing or set up process is under the supervision and control of the Customer and accordingly the Company shall not be responsible for any such assistance.

6.5 Any advice or recommendations given by the Company, its employees or agents to the Customer, its employees or agents as to the use, set up or application of the Equipment which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and do not constitute binding advice on which reliance should be placed. Accordingly, the Company shall not be responsible for any such advice or recommendation which is not so confirmed.

6.6 The Customer must carry out its own appropriate tests before using the Equipment for filming 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. In addition to any other limitation of liability in this Contract, the Company shall have no liability if the Customer has not undertaken such tests.

7. Use of the Equipment

7.1 If the Equipment becomes defective during the Hire Period through no fault (directly or indirectly) of the Customer, the Customer shall immediately notify the Company. Except where any damage or defect is caused by improper use, storage or maintenance of the Equipment by the Customer or any other third party, the Company shall, at its discretion, either replace the Equipment or repair any defective part, provided 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 third party approved by the Company for that purpose and on terms acceptable to the Company.

7.2 The Customer will at all times during the Hire Period:

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

7.2.2 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Company in the Equipment;

7.2.3 ensure that the Equipment is used and operated in a suitable environment, in a skillful and proper manner, and in accordance with any operating instructions and ensure that the

Equipment is operated and used by properly skilled and trained personnel;

7.2.4 ensure that the Equipment is used in compliance with all relevant regulations, including but not limited to the Health & Safety at Work Act and with the benefit of all necessary permissions, licences or permits;

7.2.5 not make alteration to the Equipment nor remove any existing component, or make or attempt to make any repair or modification to the Equipment, nor remove any sign or marking from the Equipment, except in accordance with the operating instructions provided by the Company or otherwise with the Company's prior written approval;

7.2.6 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 clause 9 to be invalidated;

7.2.7 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer shall notify the Company immediately and the Customer shall at its sole expense procure an immediate release of the Equipment;

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

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

7.2.10 ensure that any visual or audio visual content or data recorded by the Equipment is kept safe and removed prior to its return to the Company; and

7.2.11 ensure that the Equipment remains identifiable as being the Company's property.

7.3 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.

7.4 Any employee or agent of the Company that visits the Customers premises or any premises save for the Company's 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.

8. Liability and Indemnity

8.1 Nothing in this Contract shall exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.

8.2 Without prejudice to clause 8.1, the Company shall not be liable for:

8.1.1 any loss of profits, revenue, business, contracts, and/or anticipated savings;

8.1.2 any loss of production time, delay in shooting, cost of re-shooting unusable footage, remedial and/or repair work on digital media;

8.1.3 any loss or damage to visual or audio-visual content or other data left in the Equipment on its return to the Company; or

8.1.4 any indirect, special or consequential loss or

damage.

8.3 Subject to the foregoing provisions of this clause 8, the Company's total aggregate liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited to an amount equal to 100% of the Charges paid or payable to the Company by the Customer pursuant to this Contract.

8.4 Except as expressly provided in this Contract, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

8.5 The Customer will indemnify and keep the Company and its employees fully and effectively indemnified in full and on demand against all losses, damages, 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: (i) the Customer's failure to comply with any of the provisions of the Contract; and/or (ii) for any death, personal injury and/or property damage caused by or in connection with or arising out of the storage, transit, loading, handling or use of the Equipment during the continuance of the Risk Period, save for any matter arising directly as a result of the Company's own negligence.

8.6 The Customer acknowledges and agrees that it is solely responsible for any loss of or damage to the Equipment during the Risk Period, including but not limited to, loss or damage caused by negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify the Company in full on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of the Contract.

8.7 If any agent or employee of the Company provides services at premises other than that of the Company, they do so under the direction and supervision of the Customer and the Company 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.

9. Insurance

9.1 The Customer shall at its own expense, obtain and maintain the following policies of insurance with a reputable insurer and without restriction:

9.1.1 an all risks insurance policy on all items of the Equipment for their full replacement value (including without limitation cover against all loss, theft, damage, contamination or destruction by fire, accident, terrorism, riots, public disorder) and the Charges set out in clause 3.2;

9.1.2 a third party liability insurance policy covering the liability of the Customer for death, injury and damage to or loss of property arising directly or indirectly out of the use or possession of the Equipment; and

9.1.3 insurance against such other or further risks relating to the Equipment as may be required by

law,
and shall note the Company as an additional insured on the policy and the Customer shall at the commencement of the Risk Period give notice to the insurer of the Company's interest in such policy.

9.2 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 and in any event shall be produced to the Company each year on the anniversary of the initial granting of any credit. The Customer will notify the Company of any change in relation to such policy.

9.3 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.

9.4 The Customer agrees that the proceeds of any insurance claim relating to Equipment shall be promptly remitted to the Company. The Customer shall be solely responsible for the payment of any excess or deductibles due on any claims under the insurance policies.

9.5 Where the Company is noted as an insured, 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.

10. Termination and Repossession

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

10.1.1 a party commits any material breach of the Contract which is either incapable of remedy or, 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); or

10.1.2 a party is deemed unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986, makes any voluntary arrangement with its creditors or becomes subject to an administration order or serves notice of administration, or has a receiver, manager or administrative receiver appointed over its assets or (being an individual) shall become bankrupt or (being a company) shall have a winding-up order made against it or shall go into liquidation (except reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on the predecessor company under this Contract).

10.2 The Company may terminate the Contract if the Equipment is, in the Company's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated. On termination the Customer shall pay to the Company all costs and expenses accrued and due under the Contract. If this Contract is terminated prior to expiry of the Period, the Customer shall be liable for payment on demand of all Charges that would have been due and payable for the remainder of the Hire Period had the Contract not been terminated early.

10.3 Expiry or termination of this Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties under this Contract existing at expiry or termination.

10.4 At the expiry of the Hire Period, or following termination of the Contract for whatever reason, the Customer shall forthwith and at its sole expense return the Equipment to the Company's premises in good working order and condition.

11. 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 to the party concerned at the address or email address or facsimile number as set out on the Order or to such other address or email 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 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.

12. Governing Law and Jurisdiction

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

13. General

13.1 The Company is the owner or licensee of all intellectual property rights in the Equipment. Nothing in this Contract operates to transfer such rights to the Customer.

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

13.3 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, undertaking 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.

13.4 The Customer 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.

13.5 The Customer shall not, without the prior written consent of the Company, 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. The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

13.6 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. Any waiver under this Contract shall only be effective if given in writing.

13.7 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.

13.8 This Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties.

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