DV CAMERA HIRE LTD

Terms and Conditions of Hire

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> **IMPORTANT**
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> These Conditions are drafted principally for hires made in the course of business. If the Hirer is acting wholly or mainly outside their trade, business, craft or profession, any statutory consumer rights that cannot lawfully be excluded or restricted will apply and will take priority over any inconsistent provision in these Conditions.
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> Please read these Conditions carefully before confirming a hire.

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1. Definitions

In these Conditions, unless the context otherwise requires:

"Company" means DV Camera Hire Ltd.

"Hirer" means the person, firm, company or other organisation entering into the Agreement with the Company.

"Business Hirer" means a Hirer acting wholly or mainly for purposes connected with its trade, business, craft or profession, including a company, partnership, sole trader, self-employed person or freelancer.

"Consumer Hirer" means an individual acting wholly or mainly for purposes outside that individual's trade, business, craft or profession.

"Equipment" means all equipment, props, cameras, lenses, televisions, monitors, accessories, parts, cases, cables, batteries, media devices and other items specified in the quotation, booking confirmation, equipment list, delivery note or invoice, including any substituted or additional items supplied by the Company.

"Agreement" means the agreement between the Company and the Hirer for the hire of Equipment and/or supply of services, comprising the Company quotation or booking confirmation, relevant equipment list or invoice and these Conditions.

"Hire Period" means the period beginning at the agreed commencement time, or when the Equipment leaves the Company's premises if earlier, and ending when all Equipment has been physically returned to and accepted back into the Company's possession, subject to these Conditions.

"Replacement Value" or "RV" means the value stated by the Company for an item of Equipment for insurance and replacement purposes, determined in accordance with clause 8.

"Technician" means any employee, agent or subcontractor supplied by the Company to deliver, install, operate, supervise, support or de-rig Equipment.

"in writing" includes email and other electronic written communication capable of being retained.

These Conditions apply to both Business Hirers and Consumer Hirers. Where the Hirer is a Consumer Hirer, nothing in these Conditions excludes, restricts or otherwise affects any statutory right or remedy available to the Hirer which cannot lawfully be excluded or restricted.

2. Basis of Agreement and Priority of Terms

The Agreement is subject to these Conditions. These Conditions supersede previous discussions, representations and agreements relating to the same hire except where the Company has expressly agreed otherwise in writing.

Any purchase order, supplier terms, procurement conditions or other standard terms issued by the Hirer shall not amend, replace or override these Conditions unless the Company expressly agrees to the specific variation in writing. In the event of conflict, the Company's written quotation or booking confirmation shall take priority as to the commercial details of the particular hire, followed by these Conditions.

3. Orders, Quotations and Instructions

Quotations are invitations to place an order and do not reserve Equipment unless the Company confirms the booking. The Company may require payment, a deposit, insurance evidence, identification, a purchase order or other information before releasing Equipment.

The Hirer is responsible for checking that all dates, locations, Equipment, quantities and instructions shown on the Company's quotation or booking confirmation are correct. Instructions given by a person reasonably appearing to be authorised by the Hirer may be relied upon by the Company.

Any material change to the booking, specification, dates, venue, access arrangements or use of the Equipment may result in revised charges and is subject to availability.

4. Equipment Inspection, Suitability and Condition

The Company will use reasonable care to supply Equipment in serviceable condition for the purpose for which it is ordinarily supplied. The Hirer is responsible for satisfying itself that the Equipment is suitable for its intended purpose, environment, workflow and technical requirements.

The Hirer must inspect the Equipment on delivery or collection and notify the Company as soon as reasonably possible of any apparent shortage, defect or damage. The Company may remedy a verified pre-existing defect or, where reasonably possible, supply a replacement or alternative item.

The Hirer must stop using any Equipment that appears unsafe or develops a fault which could cause further damage and must contact the Company. The Hirer must not open, dismantle, repair or permit any unauthorised person to repair the Equipment.

The Hirer is responsible for ensuring, before and throughout use, that all Equipment is correctly and safely assembled, installed, connected, configured and operated by suitably competent persons in accordance with any instructions

provided. This includes ensuring that batteries are adequately charged; memory cards and other recording media are suitable, correctly formatted and have sufficient capacity; all accessories, mounts, cables, power supplies and ancillary equipment are correctly fitted, connected and set up; and all tripods, clamps, rigs, stands, mounts and other supporting equipment are in a fit and safe condition, suitable for the Equipment and weight/load being supported, and correctly assembled, secured and used. The Hirer must carry out appropriate checks and tests before filming, recording or using the Equipment on set. The Company shall not be liable for any missed recording, production delay, data loss, interruption, failure in operation or other loss to the extent caused by the Hirer's or user's failure to charge batteries, provide adequate or suitable recording media, format or configure Equipment correctly, install or connect accessories properly, use suitable and secure tripods, clamps, rigs or other supports, or otherwise set up, secure or use the Equipment safely and correctly. This does not apply to the extent that the Company has expressly agreed in writing to carry out the relevant installation or set-up and the loss results from the Company's breach of contract or negligence, and nothing in this paragraph excludes or restricts any liability which cannot lawfully be excluded or restricted.

The Company may inspect Equipment after return. Damage, missing items or defects reasonably discovered during post-return inspection may be charged to the Hirer even if not identified at the moment of handover. The Company's checklists, photographs, testing records and delivery/return records may be used as evidence of condition.

5. Hire Period and Charges

Hire charges begin at the agreed commencement of the Hire Period and continue until the Equipment is physically returned to and accepted back into the Company's possession.

Unless otherwise stated in writing, a 24-hour period or part of a 24-hour period may be charged as one day. Late return may result in additional hire charges and may also make the Hirer liable for reasonable losses arising from a confirmed onward booking that cannot be fulfilled because of the late return.

If Equipment is lost, stolen, irrecoverable or damaged so that it cannot be hired, the provisions of clause 8 apply.

6. Delivery, Collection and Return

Delivery and collection times and locations will be agreed between the parties. The Company will use reasonable endeavours to meet agreed schedules but times are not guaranteed unless the Company expressly agrees otherwise in writing.

Where Equipment is delivered to the Hirer, signature or acceptance by a person reasonably appearing to be an employee, representative, venue contact, production representative or agent of the Hirer shall be evidence of delivery.

Unless the Company agrees to collect the Equipment, the Hirer is responsible for returning it to the location specified by the Company. Where the Company or a courier collects the Equipment, the Hirer remains responsible for it until it is physically handed over and accepted into the Company's possession, subject to clause 7.

The Hirer is responsible for ensuring that Equipment is packed securely and completely for return, using the cases, protection and packing supplied where applicable.

7. Risk, Responsibility and Insurance

Unless specifically agreed otherwise in writing by DV Camera Hire Ltd, the Equipment is at the sole risk and responsibility of the Hirer and must be fully insured by the Hirer at the Hirer's own cost.

The Hirer's responsibility and insurance must begin from the moment the Equipment leaves the Company's premises and continue without interruption until the Equipment has been physically returned to and accepted back into the Company's possession. This includes collection, delivery, Company-arranged or third-party transit where applicable, storage, installation, use, overnight periods, de-rig and return transit.

The Hirer must maintain adequate all-risks insurance covering loss, theft, accidental damage and other usual risks for not less than the full Replacement Value stated by the Company. The Hirer must ensure that the policy is appropriate for hired-in equipment and covers all locations, activities, countries, transport methods and circumstances relevant to the hire.

The Company may require satisfactory evidence of insurance before Equipment is released. The existence of insurance does not limit the Hirer's contractual liability to the Company. The Hirer remains responsible for any policy excess, exclusion, underinsurance, uninsured amount, failure to comply with policy conditions or refusal or delay by an insurer to meet a claim.

If the Company expressly agrees in writing to provide or arrange insurance, any such cover will be subject to the terms, limits, exclusions and excesses of the relevant policy and any charges specified by the Company.

8. Replacement Value, Damage, Loss and Loss of Use

The Replacement Value is not necessarily the original purchase price, accounting value or ordinary second-hand market value of the Equipment. In setting an RV, the Company may reasonably take account of the cost and difficulty of locating, purchasing, importing, restoring, modifying, rebuilding, testing and commissioning a suitable replacement, particularly where Equipment is vintage, discontinued, rare, bespoke or specialist.

Unless a different RV is stated on the Company's quotation, booking confirmation, invoice or equipment list, the following minimum Replacement Values apply:

- Video cameras - £5,000 per camera.
- Studio cameras - £10,000 per camera.
- DSLR still cameras - £3,000 per camera.
- Vintage press cameras - £5,000 per camera.
- Other Equipment, props and accessories - the RV specified by the Company or available from the Company on request.

Certain rare, collectible, discontinued, modified or difficult-to-source items may have substantially higher Replacement Values. The Hirer must request the relevant RV where it is not already shown and must ensure sufficient insurance is in place before taking possession.

Where Equipment is damaged, the Hirer is liable for the reasonable cost of inspection, repair, parts, specialist labour, restoration, testing, transport and any resulting reduction in value where appropriate. Where Equipment is lost, stolen, destroyed or reasonably assessed as beyond economic repair, the Hirer is liable for the applicable Replacement Value together with reasonable associated replacement costs. The Replacement Value becomes due immediately upon written demand by the Company. The Hirer's obligation to pay the Company is independent of any insurance claim and is not postponed, suspended or conditional upon the Hirer's insurer admitting, processing or settling a claim.

Where repairable damaged Equipment is unavailable for hire, the Hirer may be liable for reasonable continuing hire or loss-of-use charges for the period reasonably required to inspect, repair, test and return it to service. Where a Replacement Value is payable for Equipment lost, stolen, destroyed or beyond economic repair, the Company allows a 2-week grace period from the date of loss or damage; if the full Replacement Value has not been received in cleared funds, or a suitable replacement accepted, by the end of that period, the Company may charge reasonable weekly loss-of-use charges from the beginning of week 3. Any such charge is based on the agreed weekly hire rate or, if none was agreed, the Company's standard weekly hire rate at the date of the Agreement; it will not exceed that rate, will reflect the Company's genuine commercial loss, likely utilisation and any costs or losses reasonably avoided, and may continue until the earliest of full payment, acceptance and commissioning of a suitable replacement, or the date the

Company ceases to suffer that loss of use. The Company will take reasonable steps to mitigate its loss and will not recover twice for the same loss; the charge compensates genuine continued unavailability and is not a penalty.

Loss or damage must be reported to the Company immediately. In the case of theft, suspected theft or other circumstances where a police report is appropriate, the Hirer must notify the police promptly and provide the Company with the crime reference number and reasonable assistance with any insurance or recovery process.

9. Care, Security and Permitted Use

The Hirer must keep the Equipment in its possession or under its control and use it carefully, lawfully and only for the purpose and in the environment agreed with the Company. The Hirer must follow any operating, safety, loading, power, transport and storage instructions supplied by the Company.

The Hirer must take reasonable precautions against theft, loss, weather, liquid, impact, heat, dust, smoke, sand, unauthorised access and other foreseeable risks. Equipment must not be left unattended in an insecure vehicle, public place or unsecured location.

The Hirer must not drill, paint, glue, screw into, cut, engrave, permanently mark, modify, rewire, remove labels or serial numbers from, or otherwise alter Equipment without the Company's prior written consent. Adhesives, tapes, stickers, scenic treatments and mounting methods must be agreed where they may mark or damage the Equipment.

The Hirer is responsible for reasonable cleaning, repair or restoration costs arising from use beyond fair wear and tear, including removal of adhesive residue, paint, dirt, smoke contamination or other substances.

10. Props, Vintage and Specialist Equipment

The Hirer acknowledges that vintage and historical Equipment may be decades old, in some cases more than 70 years old, and may have characteristics, wear, tolerances and reliability different from modern equipment. Vintage Equipment may fail without warning notwithstanding reasonable preparation and testing.

Unless the Company expressly confirms otherwise in writing, Equipment supplied principally as a prop, display item or period item is not warranted to perform as modern production equipment. If the Hirer intends to record, transmit, photograph, project, illuminate, power or otherwise operate vintage Equipment for a critical production function, the Hirer must make this clear before the booking is confirmed.

The Hirer is strongly advised to arrange suitable backup equipment and contingency recording where failure could affect a production, event or recording. Where rare Equipment is lost or seriously damaged, a visually or technically equivalent replacement may be difficult or impossible to source and the applicable RV may therefore be substantially greater than the apparent purchase price of a similar item.

Vintage flash equipment, lamps, CRT televisions, tape machines, film cameras, mechanical cameras and similar historical items may contain consumable, fragile or obsolete components. Unless caused by the Company's failure to exercise reasonable care, the Company is not responsible for production losses resulting solely from the inherent age, fragility or unexpected failure of such Equipment.

11. Film, Tape, Media, Data and Customer Content

The Hirer is strongly advised not to use unique, original or irreplaceable film, tape, recordings, data, memory cards, drives or other media with hired Equipment without maintaining suitable backups or duplicate recording wherever reasonably possible.

The Company does not accept responsibility for the loss, corruption, erasure or damage of recordings, files, footage, data or media except to the extent that liability cannot lawfully be excluded. Film processing, development, laboratory work, data recovery and other third-party services are outside the Company's control unless expressly stated otherwise.

Where the Hirer supplies images, video, audio, graphics, logos, files or other content for playback, display, encoding or loading onto Equipment, the Hirer is responsible for ensuring it has the necessary rights and permissions to use that content. The Hirer is also responsible for retaining master copies of all content supplied to the Company.

12. Hazardous, Abnormal and Overseas Use

Equipment must not, without the Company's prior written consent, be taken outside the United Kingdom or used in abnormal, hazardous or unusually demanding conditions.

This includes, without limitation, use on or over water; in aircraft other than normal passenger carriage; on boats; in moving vehicles; near pyrotechnics, fire, smoke, excessive heat, liquids, sand, dust or corrosive substances; in severe weather; on stunts; at height; or in circumstances involving unusual vibration, impact or risk.

The Hirer is responsible for obtaining and paying for all customs clearances, carnets, permits, licences, taxes, security arrangements and transport documentation required for overseas use. The Hirer must ensure its insurance expressly covers all relevant territories and transit arrangements.

If Equipment outside the United Kingdom is lost, damaged, detained, confiscated or fails, any obligation of the Company to provide a replacement shall, unless otherwise agreed, extend only to making a replacement available at a United Kingdom address and remains subject to availability.

13. Technicians and On-Site Services

Where the Company supplies a Technician, the Technician remains under the Company's direction as to the safe handling and operation of the Company's Equipment but may take reasonable production instructions from the Hirer.

The Hirer is responsible for providing a safe working environment, suitable access, power, permissions, welfare arrangements and accurate information about the site and work. A Technician may refuse an instruction reasonably believed to be unsafe, unlawful or likely to damage Equipment.

Unless included in the quotation, overtime, extended hours, travel, mileage, parking, congestion or access charges, hotels, subsistence and other reasonable expenses may be charged in addition to the agreed Technician rate.

14. Delivery, Collection and Other Costs

Unless expressly included in the quotation, delivery, collection, courier, parking, congestion, toll, access, customs and similar charges are payable by the Hirer in addition to hire charges.

Where access, waiting time, failed collection, failed delivery, restricted loading, incorrect address information or site delays cause additional cost, the Company may charge the Hirer the reasonable additional cost incurred.

15. Cancellation and Postponement

If the Hirer cancels all or part of a confirmed booking, the Company may charge the following cancellation charges calculated on the cancelled hire charges:

- 5 to 7 clear calendar days before the agreed commencement - 50%.
- 48 hours to less than 5 clear calendar days before the agreed commencement - 75%.
- Less than 48 hours before the agreed commencement - 100%.

Where cancellation occurs more than 7 clear calendar days before commencement, the Company may still recover reasonable non-refundable or committed third-party costs, specially sourced items, bespoke preparation, fabrication, transport, accommodation, crew or other costs incurred specifically for the booking.

A request to postpone or move a booking is subject to availability and is not automatically treated as a cancellation. Where the Company agrees to a postponement, revised charges may apply. If the new date cannot be agreed or the Hirer later cancels, the Company may apply the cancellation charge that would reasonably have applied to the original booking, taking account of sums already paid and losses avoided.

16. Payment Terms and Late Payment

All charges are exclusive of VAT unless expressly stated otherwise. First-time clients and any Hirer without an approved credit account may be required to pay in full before Equipment is released or services begin.

Where the Company has approved a credit account, invoices are payable within 30 days of the invoice date unless the Company expressly agrees different terms in writing. The Hirer's own purchase order or standard payment terms do not override the Company's agreed payment terms unless expressly accepted by the Company in writing.

For qualifying business-to-business debts paid late, the Company reserves the right to charge statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998, as amended or replaced from time to time, together with any other sums lawfully recoverable.

The Hirer must pay undisputed sums when due and may not withhold or set off payment against another claim unless required by law or agreed by the Company in writing.

17. Ownership, Sub-Hire and Dealings with Equipment

Title to and ownership of the Equipment remains with the Company at all times. The Hirer acquires no right, title or interest in the Equipment other than the temporary right to possess and use it in accordance with the Agreement.

The Hirer must not sell, assign, mortgage, charge, pledge, lend, dispose of or create any lien or encumbrance over the Equipment. The Hirer must not sub-hire, re-hire or transfer possession of the Equipment to another person or business without the Company's prior written consent.

The Hirer must not represent that it owns the Equipment and must take reasonable steps to protect the Company's ownership if any third party attempts to seize, distrain upon or assert rights over it.

18. Deposits and Security

Any deposit or security payment may be held by the Company without interest until the Equipment has been returned, checked and all sums due under the Agreement have been paid.

The Company may apply the deposit against unpaid hire charges, damage, missing Equipment, cleaning, repair, replacement, late return, excesses or other amounts properly due. Any remaining balance will be returned after reasonable inspection and reconciliation. A deposit does not limit the Hirer's liability where the amount due exceeds the deposit.

19. Termination and Recovery of Equipment

The Company may terminate the Agreement and require immediate return of the Equipment if the Hirer fails to pay sums when due, materially breaches the Agreement, becomes insolvent or subject to insolvency proceedings, abandons the Equipment, uses it unlawfully or in a manner creating a material risk of loss or damage, or if the Company reasonably believes its ownership or ability to recover the Equipment is at risk.

On termination, the Hirer must immediately stop using the Equipment and make it available for collection or return it as directed. To the extent permitted by law, the Hirer shall reimburse the Company for reasonable costs necessarily incurred in recovering Equipment following the Hirer's breach.

Termination does not affect rights and liabilities accrued before termination, including the Company's right to recover hire charges, damage, replacement costs, loss-of-use charges, interest and other sums properly due.

20. Limitation of Liability

Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

Subject to the preceding paragraph and to the fullest extent permitted by law, the Company shall not be liable for loss of profit, loss of revenue, loss of business, loss of production, loss of opportunity, loss of anticipated savings, loss of data, wasted crew or location costs, reshoot costs, event cancellation costs or any indirect or consequential loss arising from or connected with the hire, failure, delay, loss or unavailability of Equipment or services.

The Hirer acknowledges that production and event losses can greatly exceed the hire charge and is responsible for arranging appropriate production insurance, backup equipment and contingency plans where interruption could cause significant loss.

Subject to liabilities that cannot lawfully be limited, the Company's total aggregate liability arising out of or in connection with an Agreement, whether in contract, tort including negligence, breach of statutory duty or otherwise, shall not exceed the total charges paid or payable to the Company under the relevant Agreement.

Nothing in this clause limits the Hirer's obligations to pay hire charges or amounts due for loss of, damage to or replacement of the Company's Equipment.

21. Hirer Responsibility for Third-Party Claims

The Hirer is responsible for the acts and omissions of its employees, crew, contractors, agents, venues and other persons permitted by it to handle or use the Equipment.

To the extent permitted by law, the Hirer shall reimburse the Company for reasonable losses, liabilities, costs and expenses arising from third-party claims caused by the Hirer's unlawful, negligent or unauthorised use, possession, modification or disposal of the Equipment, except to the extent caused by the Company's own negligence or breach of the Agreement.

22. Force Majeure

The Company shall not be responsible for delay or failure caused by circumstances beyond its reasonable control, including severe weather, fire, flood, acts of government, war, terrorism, civil disturbance, industrial disputes, transport disruption, courier failure, power or communications failure, venue restrictions, road closures or other comparable events.

The Company will use reasonable endeavours to reduce the effect of such circumstances. This clause does not remove the Hirer's obligation to pay for Equipment or services already supplied or costs already irrecoverably incurred.

23. Waiver and Severability

A delay or failure by the Company to exercise a right does not waive that right. Any waiver is effective only for the particular circumstances for which it is given.

If any provision of the Agreement is held invalid, unlawful or unenforceable, it shall be treated as modified to the minimum extent necessary to make it valid and enforceable where possible, and the remaining provisions shall continue in effect.

24. Notices, Variation and Entire Agreement

Formal notices and agreed variations may be given by email or other written method customarily used between the parties, provided they are capable of being retained. A variation is binding on the Company only if agreed by a person authorised by the Company.

The Agreement constitutes the entire agreement between the parties concerning the relevant hire and replaces prior discussions and representations relating to that hire, except in the case of fraud or fraudulent misrepresentation.

25. Third-Party Rights

Unless expressly stated otherwise, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

26. Governing Law and Jurisdiction

The Agreement and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales. Subject to any mandatory consumer rights that apply, the courts of England and Wales shall have exclusive jurisdiction.

Replacement Values

A full Replacement Value list for specific Equipment is available from DV Camera Hire Ltd on request. Where an RV is stated on a quotation, booking confirmation, invoice or equipment list, that stated value takes priority over the minimum values in these Conditions.