

CONDITIONS FOR HIRE

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

“Business Day” a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“Contract” the Quotation, the Customer’s offer, and the Supplier’s acceptance of the offer in accordance with clause 2;

“Customer” the person, firm, company, or other organisation hiring Hire Goods from the Supplier;

“Deposit” any advance payment required by the Supplier which is to be held as security by the Supplier as set out in the Quotation;

“Hire Goods” the equipment agreed in the Contract to be hired to the Customer (including without limitation any part or parts of it) as set out in the Quotation or any substituted goods in accordance with clause 2.7

“Hire Period” means the period commencing when the Hire Goods are collected by the Customer or delivered into the Customer’s possession (including Saturdays Sundays and Bank Holidays), and notwithstanding the date stated in the Quotation or otherwise, ending upon the happening of either of the following events: (i) the return of the Hire Goods by the Customer into the Supplier’s possession evidenced by a receipt signed by the Supplier; or (ii) the repossession or collection of Hire Goods by the Supplier;

“Quotation” means the quotation referred to in clause 2.

“Rental” means the Supplier’s charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period and stated in the Quotation;

“Supplier” means Absolute Audio Visual Solutions Ltd;

“Services” means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any costs incurred in the delivery and/or collection of the Hire Goods.

2 BASIS OF CONTRACT

2.1 The Supplier shall hire the Hire Goods to the Customer subject to the terms and conditions of the Contract and any additional or alternative terms (as the case may be) as set out in the Quotation.

2.2 The Supplier shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer’s quiet possession of the Hire Goods.

2.3 Any Quotation is valid for a period of 14 days only, and the Supplier may withdraw it at any time by notice to the Customer.

2.4 Each acceptance of a Quotation for the Hire Goods by the Customer shall be deemed to be an offer by the Customer subject to these conditions. The Customer shall ensure that the offer is complete and accurate upon acceptance of the Quotation and the Supplier accepts no liability for any loss incurred by the Customer due to incomplete or inaccurate information contained in the offer.

2.5 A binding contract shall not come into existence between the Supplier and the Customer unless and until the Supplier issues a written order confirmation to the Customer, or the Customer collects the Hire Goods or the Supplier delivers the Hire Goods to the Customer (whichever occurs earlier).

2.6 Each hire of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

- 2.7 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer.
- 2.8 If unable to provide the Hire Goods in accordance with the Contract the Supplier may but is not obliged to substitute goods that are in the Supplier's opinion of a like or better specification.
- 2.9 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the hire shall not exceed 3 months. Accordingly, the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.
- 2.10 Nothing in a Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall, to that extent, have no force or effect.
- 2.11 The Customer and Supplier shall be liable for the acts and/or omissions of its employees, agents, and/or subcontractors as though they were its own acts and/or omissions under the Contract and, where relevant, any reference to the Customer throughout the Contract shall include its employees, agents, and/or subcontractors.

3 PAYMENT

- 3.1 The amount of any Deposit, Rental and/or charges for any Services shall be set out in the Quotation to the Customer. Where a Deposit is required, it must be paid in advance of the Hire Period. The Supplier may also require an initial payment on account of the Rental in advance of the Hire Period which shall be set out in the Quotation or as otherwise notified to the Customer.
- 3.2 The Customer shall pay the Rental, charges for any Services, and/or any other sums payable under the Contract to the Supplier at the time on or before thirty days following invoice in respect thereof unless otherwise stated in the Quotation. The Supplier's prices are exclusive of any applicable VAT for which the Customer shall additionally be liable.
- 3.3 If the Buyer wishes to pay using a payment method which results in the Company incurring a surcharge upon acceptance of that payment, the Company reserves the right, so far as it is permitted to do so by the Consumer Rights (Payment Surcharges) Regulations 2012 (SI 2012/3110), to charge the Buyer an amount equal to the surcharge incurred in addition to the Price of the Goods and Services or either of them.
- 3.4 The time for any payments by the Customer under a Contract shall be of the essence. Payment shall not be deemed to be made until the Supplier has received cleared funds at its bank as notified to the Customer from time to time (Bank) in respect of the full amount outstanding.
- 3.5 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment) on the amount due and unpaid at the rate of 4% above the base rate from time to time of the Bank. Such interest shall be compounded with quarterly rests.
- 3.6 Both parties shall pay all sums due to the other under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 3.7 The Supplier may set a reasonable credit limit for the Customer. The Supplier reserves the right to terminate or suspend the Contract for hire of the Hire Goods and/or the provision of Services if allowing it to continue would result in the Customer exceeding its credit limit or if the credit limit is already exceeded.
- 3.8 The Supplier may request that, before the start of the Hire Period, the Customer pay a Deposit to the Supplier.
- 3.9 The Supplier shall be entitled to apply any Deposit against:
- 3.9.1 default by the Customer of payment of any Rental or any loss of or damage caused to the Hire Goods;
- 3.9.2 the Customer failure to pay the Rental in accordance with the Quotation, or causes any loss or damage to the Hire Goods (in whole or in part), against such default, loss or damage;

3.9.3 the Rental and/or charges for any Services and/or interest due at the end of the Hire Period,

4 RISK TITLE AND INSURANCE

4.1 The Hire Goods shall be at the risk of the Customer during the Hire Period notwithstanding, but not limited to, either or both of the following events:

4.1.1 the Supplier has agreed to cease charging the Rental;

4.1.2 the employees, agents and/or duly authorised representatives of the Supplier are present during and/or engaged in the installation, set up or operation of the Hire Goods.

4.2 Title in the Hire Goods remains at all times vested in the Supplier. The Customer has no right, title or interest in the Hire Goods other than that they are hired to the Customer.

4.3 The Customer must not deal with the title or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, re-hiring, creating a lien over and/or lending the Hire Goods. However, the Customer may re-hire the Hire Goods to a third party with the prior written consent of the Supplier provided that as a term of that consent the Customer shall ensure that the third party agrees to the comply with the terms of the Contract by which the Customer has hired the Hire Goods and any other reasonable requirements of the Supplier. The grant of consent shall not release the Supplier from its obligations under the terms of the Contract with the Supplier.

4.4 Unless it is stated in the Quotation that the Supplier shall provide insurance in respect of the Hire Goods which shall be at additional cost to the Rental, the Customer shall insure the Hire Goods on such terms and for such risks as a reasonably prudent businessman would insure Hire Goods of the same description. The proceeds of any claim upon such insurance shall be held by the Customer in trust for the Supplier and be paid to the Supplier on demand. The Customer must not compromise any claim in respect of the Hire Goods and/or any associated insurance without the Supplier's written consent.

5 DELIVERY, COLLECTION AND SERVICES

5.1 It is the responsibility of the Customer to collect the Hire Goods from the Supplier unless the Supplier agrees to deliver the Hire Goods to the Customer to an address as agreed between the parties and set out in the Quotation, at its standard delivery cost as set out in the Quotation payable by the Customer and such delivery will form part of any Services.

5.2 The Customer shall procure that there will be a person present at the delivery and/or collection of the Hire Goods. The Customer acknowledges and agrees that, as far as the Supplier is concerned, any such person shall be authorised on behalf of the Customer to accept delivery and/or collection of the Hire Goods.

5.3 Acceptance of delivery and/or collection in accordance with clause 5.2 shall constitute conclusive evidence that the Customer has examined the Hire Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Supplier, person present at delivery and/or collection shall sign a receipt confirming such acceptance on behalf of the Customer.

5.4 Persons performing the Services shall be under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given by the Customer to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice, and not as a result of an act or omission of the Supplier

5.5 The Customer will allow and/or procure sufficient access to and from the relevant site and procure sufficient

unloading space, facilities, equipment, and access to power supplies for the Supplier's employees, sub-contractors and/or agents to allow them to safely, and without risk to any individual's health or to the Hire Goods, carry out the Services (if any). The Customer will ensure that the site where the Services are to be performed is, where necessary, cleared and prepared before the Services are due to commence.

- 5.6 Notwithstanding any date stated in the Contract for the end of the Hire Period if the Customer does not return the Hire Goods on that date the Hire Period shall be deemed to continue until terminated in accordance with clause 10.3.
- 5.7 If any Services are delayed, postponed and/or are cancelled due to the Customer failing to comply with its obligations the Customer will be liable to pay the Supplier's additional standard charges from time to time for such delay, postponement and/or cancellation.

6 CARE OF HIRE GOODS

- 6.1 The Customer shall:
- 6.1.1 not interfere with the Hire Goods, their working mechanisms or any other parts of them and take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner without risk to health in accordance with any operating and/or safety instructions provided or supplied to the Customer and notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods;
- 6.1.2 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;
- 6.1.3 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods and permit the Supplier at all reasonable times to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;
- 6.1.4 keep the Hire Goods in a suitable environment and at all times in its possession and control and not to remove the Hire Goods from the United Kingdom without the prior written consent of the Supplier;
- 6.1.5 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions and maintain operating and maintenance records of such testing, examinations and/or checks and make copies of such records readily available to the Customer except to the extent that the Supplier has agreed to provide such testing, examinations and/or checks as part of any Services;
- 6.1.6 not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Hire Goods;
- 6.1.7 not continue to use Hire Goods where they become defective or have been damaged and will notify the Supplier immediately of the defect or if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person;
- 6.1.8 where the Hire Goods require fuel, oil and/or electricity ensure that the proper type is used and that, where appropriate, the Hire Goods are properly fitted by a qualified and competent person;
- 6.1.9 not use the Hire Goods for any unlawful purpose;
- 6.1.10 ensure that at all times the Hire Goods remain identifiable as being the Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hire Goods;
- 6.1.11 not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hire Goods or allow the creation of any mortgage, charge, lien or other security interest in respect of it; and/or
- 6.1.12 not suffer or permit the Hire Goods to be confiscated, seized or taken out of its possession or control under any

distress, execution or other legal process, but if the Hire Goods are so confiscated, seized or taken, the Customer shall notify the Supplier and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hire Goods and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation.

- 6.2 The Hire Goods must be returned by the Customer in good working order and condition (fair wear and tear excepted) and in a clean condition (everyday grime excepted) together with all insurance policies, licences, registration and other documents relating to the Hire Goods.

7 BREAKDOWN/FAILURE/REPAIR

- 7.1 Allowance will be made in relation to the Rental to the Customer for any non-use of the Hire Goods due to breakdown caused by the development of an inherent fault and/or fair wear and tear on condition that the Customer informs the Supplier immediately of the breakdown.
- 7.2 The Customer shall indemnify the Supplier for all reasonable expenses, loss (including loss of Rental) and/or damage incurred or suffered by the Supplier arising from:
- 7.2.1 any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods; or
- 7.2.2 any purported failure of the Hire Goods due to the Customer's failure to properly set up, operate or use the Hire Goods or power supply.
- 7.3 Any payment due by the Customer under clause 7.2 shall be payable to the Supplier within ten (10) Business Days of written notification by the Supplier to the Customer.
- 7.4 The Supplier will at its own cost carry out all routine maintenance and repairs to the Hire Goods during the Hire Period and all repairs which are required due to fair wear and tear and/or an inherent fault in the Hire Goods. The Customer will be responsible for the cost of all repairs necessary to Hire Goods during the Hire Period which arise otherwise than as a result of fair wear and tear and/or an inherent fault.
- 7.5 The Customer must not repair or attempt to repair, or engage any third party to repair or attempt to repair, the Hire Goods unless authorised to do so in writing by the Supplier.

8 LOSS OR DAMAGE TO THE HIRE GOODS

- 8.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and a sum, equal to one day's Rental, for each day until such repairs and/or cleaning have been completed.
- 8.2 The Customer will pay to the Supplier the replacement cost on a new for old basis of Hire Goods which are lost, stolen and/or, in the Supplier's reasonable opinion, damaged beyond economic repair during the Hire Period less the amount paid to the Supplier under any policy of insurance taken out in accordance with these conditions.
- 8.3 The Customer shall also pay to the Supplier a sum, equal to one day's Rental, for each day until the Supplier has been paid the amount representing the replacement cost of such Hire Goods and any additional loss incurred by the Supplier due to its inability to rehire the Hire Goods.

9 POSTPONEMENT OF THE CONTRACT

9.1 Any request from the Customer for postponement of the Contract shall be in writing.

9.2 Postponement of the Contract or any part of it may only be made with the agreement of the Supplier and on terms which indemnify the Supplier against the following incurred by the Supplier or for which it will be liable in connection with and in accordance with the Contract:

- all payments made or due to third parties;
- all direct costs such as but not limited to travel; accommodation and pre-production;
- any other proper and reasonable costs including fees and expenses; and
- any losses suffered by the Supplier.

(collectively referred to as the postponement sum)

9.3 An invoice for the postponement sum will be made up by the Supplier to the date upon which the Supplier agrees to the request from the Customer and shall be payable within the terms stated on the invoice.

9.4 If the request for postponement is agreed and the Supplier incurs any costs and expenses in addition to that anticipated by the contract in the future performance of the Contract, it shall notify the Customer who, if not in agreement, may terminate the Contract in accordance with its terms.

9.5 The Supplier may not accept the request for postponement, in which case the request shall be treated by the Supplier as a notice of cancellation by the Customer and the terms on the contract shall apply.

10 TERMINATION AND CANCELLATION

10.1 If the Hire Period has a fixed duration termination will occur upon expiry of the Hire Period. Neither the Customer nor the Supplier shall be entitled to terminate the Contract before the expiry of that fixed period unless agreed with the other party or in accordance with clause 10.

10.2 If the Hire Period does not have a fixed duration either of the Customer or the Supplier is entitled to terminate the Contract upon giving to the other party the agreed period of notice.

10.3 If the Hire Period is not for a fixed period and no period of notice has been agreed:

10.3.1 the Customer may terminate the Hire Period by returning, upon reasonable notice, the Hire Goods into the Supplier's possession evidenced by a receipt signed by the Supplier; and

10.3.2 the Supplier shall be entitled to terminate the hire of the Hire Goods by giving not less than 24 hours' notice to the Customer that the Customer must return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier.

10.4 The Customer shall pay Rentals to the date of termination or return of the Hire Goods, if later, and costs and expenses incurred by the Supplier whether before or after date of termination in relation to the Hire Goods.

10.5 If the Customer fails to take delivery and/or collect the Hire Goods or gives notice of cancellation and the Supplier agrees to cancellation of the Contract before the start of the Hire Period, the Customer shall pay to the Supplier when cancellation is:

10.5.1 more than 14 days before the start of the Hire Period - 50% of the total hire charge;

10.5.2 less than 14 days before the start of the Hire Period – 100% of the total hire charge

10.6 For the purposes of this clause only the Hire Period shall be deemed to start at a minute past midnight on the date stated for collection or delivery in the Contract and 'total hire charge' shall include the Rental and/or charges for any Services as set out in the Quotation and any expenses properly incurred by the Supplier in respect of third party services in preparation for the Contract. Payment of the cancellation charges shall be made by the Customer with the notice of cancellation.

11 DEFAULT

11.1 If the Customer: -

11.1.1 fails to make any payment to the Supplier when due;

11.1.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 24 hours (or within any such other time period as otherwise agreed in writing by the parties) of receiving notice requiring the breach to be remedied;

11.1.3 persistently breaches the terms of the Contract;

11.1.4 provides incomplete, materially inaccurate, or misleading facts and/or information in connection with the Contract;

11.1.5 pledges, charges or creates any form of security over any Hire Goods, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings or has a Bankruptcy Petition presented against it, or being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Customer or any distress, execution or other legal process is levied on any property of the Customer or the Customer takes or suffers any similar action in any jurisdiction;

11.1.6 appears to the Supplier due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; and/or

11.1.7 appears reasonably to the Supplier to be about to suffer any of the above events;

then the Supplier shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 11.2 below.

11.2 If any of the events set out in clause 11.1 above occurs in relation to the Customer, then: -

11.2.1 the Supplier may enter, without prior notice, any premises of the Customer (or premises of third parties with their consent) where Hire Goods may be and repossess those Hire Goods;

11.2.2 the Supplier may withhold the performance of any Services and cease any Services in progress;

11.2.3 the Supplier may cancel, terminate and/or suspend without liability to the Customer the Contract and/or any other contract with the Customer with immediate effect; and/or

11.2.4 all monies owed by the Customer to the Supplier shall immediately become due and payable.

11.3 Any repossession of the Hire Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any antecedent breach.

11.4 Upon termination of a Contract the Customer shall immediately:

11.4.1 return the Hire Goods to the Supplier or make the Hire Goods available for collection by the Supplier as requested by the Supplier; and

11.4.2 pay to the Supplier all arrears for Rentals, charges for any Services and/or any other sums payable under the Contract and any costs incurred in retrieval of the Hire Goods.

11.5 The Supplier is not obliged to provide the Supplier with a receipt evidencing return of the Hire Goods, however, the Supplier may provide a signed receipt, evidencing return of the Hire Goods, if requested by the Customer.

11.6 The Contract shall automatically terminate if the Hire Goods are, in the Supplier's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

11.7 Termination of the Contract shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

12 WARRANTY

12.1 The Supplier warrants that the Hire Goods shall substantially conform to specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use reasonable endeavours to remedy, free of charge, any material defect in the Hire Goods during the Hire Period provided that:

12.1.1 the Customer notifies the Supplier in writing of any defect immediately on becoming aware of that defect it being agreed that due to the short term of the Hire Period the Customer must act quickly to facilitate a remedy from the Supplier;

12.1.2 the Supplier is permitted to make a full examination of the alleged defect;

12.1.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier's authorised personnel;

12.1.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

12.1.5 the defect is directly attributable to defective material, workmanship or design.

12.2 Insofar as the Hire Goods comprises or contains equipment or components which were not manufactured or produced by the Supplier, the Customer shall be entitled only to such warranty or other benefit as the Supplier has received from the manufacturer.

12.3 If the Supplier fails to remedy any material defect in the Hire Goods in accordance with clause 11.1, the Supplier shall, at the Customer's request, accept the return of part or all of the Hire Goods and make an appropriate reduction to the Rental payable during the remaining term of the Contract and, if relevant, return any Deposit (or any part of it).

13 LIMITATION OF LIABILITY

WARNING: you are strongly advised to read this clause.

13.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

13.1.1 any breach of the Contract howsoever arising; and

13.1.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising out of or in connection with the Contract.

13.2 Without prejudice to clause 13.3., the Supplier's maximum aggregate liability for breach of the Contract shall in no circumstances exceed 5 times the amount of the Rental and charges for Services (if any) under that Contract or the sum of £1,000 whichever is the higher. To the extent that any liability of the Supplier to the Customer would be met by any insurance of the Supplier then the liability of the Supplier shall be extended to the extent that such liability is met by such insurance.

13.3 Nothing in the Contract shall exclude or in any way limit:

13.3.1 either party's liability for death or personal injury caused by its own negligence;

13.3.2 either party's liability for fraud or fraudulent misrepresentation; or

- 13.3.3 any other liability which cannot be excluded by law.
- 13.4 The Contract sets forth the full extent of the Supplier's obligations and liabilities in respect of the Hire Goods and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Supplier except as specifically stated in the Contract. Any condition, warranty or other term concerning the Hire Goods which might otherwise be implied into or incorporated within the Contract, whether by statute, common law or otherwise, is expressly excluded.
- 13.5 Without prejudice to clause 13.3, the Supplier shall not be liable under the Contract for any:
- 13.5.1 loss of profit;
- 13.5.2 depletion of goodwill;
- 13.5.3 loss of business revenue and/or business interruption;
- 13.5.4 loss of contract; or
- 13.5.5 special, indirect, consequential or pure economic loss, costs, damages or expenses in each case, however caused, even if foreseeable.
- 13.6 If the Supplier is found to be liable in respect of any loss or damage to the Customer's property the extent of the Supplier's liability will be limited to the retail cost of replacement of that property.
- 13.7 The Customer shall first pay any monies due in respect of the Contract before seeking a remedy thereunder.
- 13.8 The Supplier shall have no liability to the Customer for additional damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's failure to notify the Supplier immediately after any breakdown, loss and/or damage to the Hire Goods and/or the Customer's continued use of defective Hire Goods and/or Services after a defect has become apparent or suspected or should reasonably have become apparent to the Customer.
- 13.9 The Supplier shall have no liability to the Customer to the extent that the Customer is covered by any policy of insurance arranged as a result of the Contract and the Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier.

14 CUSTOMER MATERIAL

- 14.1 All data, images, video, film and other material recorded or stored: -
- 14.1.1 by the Customer on the Hire Goods; or
- 14.1.2 by the Supplier at the request of the Customer on media either supplied by the Supplier (Supplier Media) or the Customer (Customer Media)
- (Customer Material) shall belong to the Customer.
- 14.2 The Supplier shall after completion of the recording or storage and subject to payment of the applicable fee and costs return the Customer Media to the Customer.
- 14.3 The Customer shall be responsible for downloading or transferring Customer Material prior to return of the Hire Goods to the Supplier.
- 14.4 Upon return of the Hire Goods the Supplier shall delete Customer Material from either or both of the Hire Goods and the Supplier Media unless the Customer has requested and paid the applicable fee and costs for either download, transfer or edit of the Customer Materials. Download will be to hard drive or transfer to an online storage platform. In the case of the latter the Customer must ensure that the Supplier has free access to the relevant platform. Download or transfer of the Customer Material will be completed as soon as reasonably possible. Thereafter the downloaded or transferred Customer Material will be deleted from the Hire Goods and Supplier Media. If the Customer requires an edit, then Customer Material will be transferred and retained on the Supplier's systems for a period of 30 days. The Supplier will retain edited Customer Material for a period of 60 days.

Upon expiry of relevant time period the Customer Material or edited Customer Material, as the case may be, will be deleted from the Supplier's systems.

14.5 The Supplier shall if requested and upon payment of the applicable fee and costs either download, transfer or edit the Customer Materials from the Customer Media and the provisions in clause 14.4 shall apply.

14.6 The Supplier accepts no liability for the quality of the Customer Material it records, stores, downloads, transfers or edits.

15 CUSTOMER LIABILITY AND INDEMNITY

WARNING: you are strongly advised to read this clause.

15.1 The Customer agrees to indemnify and keep indemnified the Supplier against any and all reasonable losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to:

15.1.1 any breach of contract:

15.1.2 any tortious act and/or omission and/or any breach of statutory duty by the Customer;

15.1.3 the Customer's failure to comply with any of its obligations, or discharge any of its liabilities, under clause 6.1.

16 FORCE MAJEURE

16.1 If either party (Affected Party) is prevented, hindered or delayed in or from performing any of its obligations under the Contract by any events outside that party's reasonable control including without limitation acts of God, war, flood, fire, epidemic, pandemic, labour disputes, strikes, non-performance by suppliers or sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions, interruption or failure of utility service and any other similar events (Force Majeure Event) the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.

16.2 The Affected Party shall:

16.2.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

16.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.3 Performance by the Affected Party of its obligations under the Contract shall be suspended and time for performance extended accordingly.

16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than five (5) Business Days, the party not affected by the Force Majeure Event may terminate this agreement by giving two (2) Business Days' written notice to the Affected Party.

16.5 In the case of the Affected Party being the Supplier:

16.5.1 Upon suspension of the Contract the provisions of clause 9 shall apply as if the Customer had requested and the Supplier accepted the suspension;

16.5.2 Upon termination of the Contract clause 10.4 shall apply.

17 WAIVER

17.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

17.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18 SEVERANCE

18.1 If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the other provisions shall remain in force.

19 ENTIRE AGREEMENT

19.1 Each party acknowledges that, in entering into the Contract, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract.

19.2 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in the Contract.

19.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

19.4 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20 ASSIGNMENT

20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.2 The Supplier 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 the Contract.

21 THIRD PARTY RIGHTS

21.1 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

22 NOTICES

22.1 Any notice required to be given pursuant to the Contract shall be in writing and shall be delivered by hand, email or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in these conditions, or such other address as may be notified by one party to the other from time to time. A notice delivered by hand or email is deemed to have been received when delivered or received. (or, if delivery is not in business hours, 9.00 am on the first business day after posting or transmitting). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at 10.00 am on the second Business Day after posting.

23 GOVERNING LAW AND JURISDICTION

23.1 The parties agree to submit to the jurisdiction of the English courts and that the Contract is to be governed and construed according to English law.