

## TERMS & CONDITIONS OF EQUIPMENT HIRE

### Parties to this Agreement:

- (A) Timeline Television Limited (Co. Regn. No. 06019292) whose registered office is at Ealing Studios Ealing Green Ealing W5 5EP hereinafter referred to as "We" and "Us" and "Our"; and
- (B) "You" and "Your" as specified on the Quotation Form

### 1. Definitions

- 1.1 "Commencement Date" means the earlier of the date upon which the Equipment is delivered to You or your agents or the date upon which the Equipment is made available for collection by You or your agents
- 1.2 "Equipment" means the equipment specified on the Quotation Form to which this Agreement relates together with all replacements of such equipment and the component parts thereof and all accessories, additions, containers, handbooks and manuals.
- 1.3 "Hire Period" means the period specified in the Quotation Form and commencing on the Commencement Date
- 1.4 "Hire Price" means the sum of money as specified on the Quotation Form together with the disbursements estimated on the Quotation Form payable by You to Us in the manner as set out therein.
- 1.5 "Quotation Form" means the document prepared by Us specifying in particular the Equipment, Hire Price and Hire Period and which forms a part of this Agreement

### 2. Hire

- 2.1 We agree to hire to You and You agree to hire from Us the Equipment for the Hire Period commencing on the Commencement Date on payment of the Hire Price to Us and subject to the terms and conditions as set out herein.

### 3. Delivery/Collection

- 3.1 The Equipment shall be delivered or collected at such time and date as set out on the Quotation Form. We shall use all reasonable endeavours to comply with any delivery schedules but will not accept liability for non-delivery by a specific time or date.
- 3.2 You shall sign the Quotation Form on delivery or collection of the Equipment as acceptance of the Equipment on the terms and conditions as set out herein and this shall be conclusive proof of the quality and delivery of the Equipment in good condition
- 3.3 Unless otherwise agreed, You shall return the Equipment to Us by the end of the Hire Period. If the Equipment is not returned You are responsible for the full replacement value thereof.
- 3.4 If the Equipment is being delivered back to the UK from abroad, You shall use your best endeavours to ensure the Equipment is returned to us by the end of the Hire Period.

### 4. Hire Price

- 4.1 You shall pay Us during the Hire Period the Hire Price as specified in the Quotation Form
- 4.2 In addition to the Hire Price for the Equipment You shall pay all delivery charges (which are subject to change at the last minute) if you request the Equipment to be delivered to you.

- 4.3 If you are in default with any payment due hereunder then without prejudice to any other rights We have:

- 4.3.1 all invoices and other monies owing to Us shall become due and payable forthwith without further delay or demand; and

- 4.3.2 We may forthwith terminate this Agreement; and

- 4.3.3 We shall be entitled to interest from You upon all payments for the time being outstanding which interest shall accrue from day to day according to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 before as well as after any judgement obtained in respect thereof; and

- 4.3.4 You agree to reimburse all our costs (including legal costs and court fees) incurred by Us in collecting any outstanding payment.

- 4.4 If You are late in returning the Equipment to Us, then a daily pro rata rate of the Hire Price is payable to Us for each day you are late in returning the Equipment in addition to our other rights.

### 5. Use of the Equipment

- 5.1 The Equipment shall be used only for the purposes for which is it expressly designed.

- 5.2 You shall not use or permit the Equipment to be used or operated in a manner contrary to any instruction notified by Us or to any statutory provision or regulation or in any way contrary to law or for illegal or inappropriate media.

- 5.3 You shall not with Our prior written permission modify, alter make additions or repairs to the Equipment.

- 5.4 You shall not remove or interfere with any identification marks or plates affixed to the Equipment, deface the Equipment nor add any painting sign, writing, lettering or advertising to or on the Equipment.

- 5.5 The Equipment shall not be taken out of the UK without Our prior written consent.

### 6. Divisibility

- 6.1 We reserve the right to make deliveries by instalments and to render a separate invoice in respect of each such instalment.

- 6.2 If We exercise our right in Clause 6.1 then any delay in the provision of such deliveries or failure to deliver any further instalment(s) shall not entitle the Buyer to repudiate the Contract or the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.

### 7. Our Duties

- 7.1 In the event of any of the Equipment becoming temporarily unusable We shall endeavour to make available replacement equipment (not necessarily of the same type

and age) for collection by You within 48 hours of written notice from You requesting the same.

7.2 We may from time to time withdraw any Equipment and substitute other equipment of similar make and type, such replacement equipment shall be subject to the terms and conditions of this agreement to the same extent as the Equipment.

## **8. Your Duties**

8.1 You shall during the continuance of this Agreement:-

8.1.1 ensure that the Equipment is operated properly and safely by persons who are competent to operate the same and in accordance with any instructions or guidance issued from time to time by the manufacturer of the Equipment or by Us;

8.1.2 Indemnify Us against all fines, penalties and liabilities arising in respect of any non-compliance or contravention of any law or regulation, together with the cost or expense relating thereto incurred by Us;

8.1.3 collect from and return to Us or from and to such places as We shall advise, any replacement equipment made available to you in accordance with Clause 7 hereof. The replacement equipment shall be returned within 24 hours after We have notified You that the original Equipment is ready for collection, failing which You will pay an additional Hire Price for the replacement equipment at a rate reasonably determined by Us for the period during which the replacement equipment is retained by You;

8.1.4 bear the cost of the repair of any damage to the Equipment resulting from negligence or improper use of the Equipment by You or any person permitted by You to use the Equipment;

8.1.5 pay all Our costs in respect of the supply and fixing of any accessories, extras or additions which may be required by law or which are fixed to the Equipment at Your request;

8.1.6 take all necessary steps at Your own expense to retain and recover possession or control of any Equipment over which You lose control;

8.1.7 permit Us or our authorised representatives at all reasonable times to enter upon any premises where the Equipment may from time to time be to inspect and test the condition of the Equipment;

8.1.8 notify Us of Your address and upon request by Us promptly inform Us of the whereabouts of the Equipment;

8.1.9 In respect of the condition and maintenance of the Equipment (including any replacement equipment supplied pursuant to Clause 7 hereof) be solely responsible at Your own cost to:-

8.1.9.1 regularly clean and maintain the Equipment;

8.1.9.2 Subject to clause 5.3 promptly repair damage to the Equipment;

8.1.9.3 arrange (where appropriate) the regular servicing of the Equipment and keeping accurate records of the same.

## **9. Insurance**

9.1 You will throughout the Hire Period including any extension thereof keep the Equipment (including any replacement equipment provided under Clause 7 above) insured with an insurance company of good repute or with Lloyds underwriters against loss or damage from all risks. You shall notify your insurers that the Equipment is on hire from Us and request the insurers endorse a note of such interest on the policy of insurance naming Us as the loss payee. You will on demand show such insurance policy to Us.

9.2 You shall not use or allow the Equipment to be used for any purpose not permitted by the terms of the policy of insurance or do or allow to be done any thing or act whereby the insurance may be invalidated.

9.3 Where an event or accident shall occur to the Equipment which is a risk covered by the insurance policy, You shall notify Us in writing as soon as reasonably practicable. You shall not compromise any claim without Our prior written consent and shall allow Us to take over conduct of the negotiations (except in relation to claims by You for personal injuries, loss of use of the Equipment or loss or damage to property unconnected with the Equipment) as We shall direct holding all sums recovered together with any monies received by You under the policy of insurance on trust for Us and paying or applying the same as We direct.

9.4 We shall have the right to repair any Equipment which suffers damage. If We do not choose to do so, then You shall be liable to repair at Your own expense any equipment which has become a total loss.

9.5 You will be responsible for paying any excess required by Our insurers if the damaged Equipment is claimed on Our insurance and You shall indemnify Us against all and any loss suffered by Us in consequence of the total loss of all or any part of the Equipment.

## **10. Liability**

10.1 We accept no liability for indirect or consequential loss or damage howsoever caused whether in contract or in tort

10.2 We do not hire the Equipment subject to any condition or warranty express implied or statutory in connection with the fitness for any purpose or age of the Equipment and any conditions and warranties are hereby expressly excluded insofar as permitted by Statute.

10.3 You shall be solely responsible for and hold Us fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses suffered or incurred by Us as a result of any breach or

default on the part of You in the discharge of your obligations under this Agreement.

## **11. Ownership**

11.1 The Equipment shall at all times remain Our property and You shall have no right or interest therein other than as set out in this Agreement.

11.2 You shall not at any time sell or offer for sale assign mortgage or otherwise deal with the Equipment or any part thereof provided that an underlet of the Equipment may be allowed if Our written consent is obtained in advance.

11.3 You shall not allow any lien or other encumbrance to be created over the Equipment.

## **12. Cancellation Charges**

12. If You seek to terminate this Agreement less than 24 hours before the Commencement Date, We reserve the right to charge you an amount not exceeding the Hire Price.

## **13. Termination of this Agreement**

13.1 We shall be entitled to terminate this Agreement on written notice to you on the following events:-

13.1.1 If the Hire Price remains outstanding for more than 30 days following production by Us of an invoice; or

13.1.2 If You breach any other of these terms and conditions; or

13.1.3 If You (being a company) has a winding up order presented or passes or resolves to pass a resolution for winding up such company (save for the purpose of and an amalgamation or reconstruction which does not involve or arise out of insolvency or give rise to a reduction in capital and which is on terms previously approved by the Landlord) or an administrative receiver or a receiver or a receiver and manager is appointed in respect of any of its property or if the company enters into administration or if any application for an administration order is made or if notice of intention to appoint an administrator is served or if the company resolves to appoint an administrator or an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the undertaking, property, assets or revenues of such company; or You (being an individual) are the subject of a bankruptcy order or are the subject of an order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986 then We may terminate this Agreement forthwith by written notice to your last known address but without prejudice to Our right to be paid for any work carried out by Us prior to such determination and We shall immediately be entitled to and shall retain any sum paid to Us by way of deposit; or

13.1.4 If You abandon the Equipment.

## **14. Value Added Tax ("VAT")**

14.1 All sums due from You under this Agreement shall be increased to include VAT at the rate or rates for the time being in force.

## **15. Variation of this Agreement**

15.1 Any variation to this Agreement by the parties should be made in writing however if there is insufficient time for this, any oral variations should be confirmed in writing as soon as practicable.

## **16. Forbearance**

16.1 No forbearance, indulgence or relaxation on the part of Us shown or granted to You in respect of any of the provisions of this agreement shall in any way affect, diminish restrict or prejudice the rights or powers of Us under this agreement or operate as or be deemed to be a waiver of any breach by You of the terms and conditions of this agreement.

## **17. Interpretation**

17.1 A person includes a corporate or unincorporated body.

17.2 Words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa.

17.3 Words importing the singular number only include the plural number and vice versa.

17.4 Whenever any party hereto is more than one person every obligation shall be deemed to be made jointly and severally by those persons.

## **18. Law and Jurisdiction**

18.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales. You agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by it.

## **19. Third Parties' Rights**

19.1 A person who is not party to this Agreement shall not have any rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.