

SUNBEAM PHOTOGRAPHIC LIMITED

STANDARD BUSINESS CONDITIONS FOR SERVICES AND EQUIPMENT FOR PHOTO/FILM

1. INTERPRETATION

The following definitions and rules of interpretation apply in these conditions.

1.1 Definitions:

Account Customer: A Customer who has a current monthly account facility with Sunbeam Photographic Limited. The term Customer shall include Account Customer where appropriate.

Associated Company: Any and all of the companies associated with Sunbeam Photographic Limited

Booking Confirmation/Advance Pro Forma Invoice: a form providing a summary of the Services and Equipment specified in the Contract together with an advanced invoice of Charges.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the total consideration due under the Contract. The Charge includes basic hire costs and extra charges, including those for Equipment, Services, products, staff or modification.

Commencement Date: shall be the agreed date within the Contract.

Company: Sunbeam Photographic Limited registered in England and Wales with company number 07171165

Company Materials: has the meaning set out in clause 11

Conditions: these terms and conditions as amended from time to time in accordance with clause.

Contract: the contract between the Company and the Customer for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from the Company.

Customer Default: has the meaning set out in clause 11

Damage Waiver: a fee of 15% of the total applicable Charges

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Delivery: the transfer of physical possession of the Equipment to the Customer.

Deposit: the amount specified in the Contract

Equipment: All fixtures, vehicles, lighting and other materials provided by the Company or by any sub-contractor of the Company as agreed between the Customer in the Contract.

First Option: A First option is issued for a specified job, date, studio, rate and/or package. It is non-transferrable.

First options give the Client the opportunity to plan and confirm the studio for the given dates. Options may be subject to specified deadlines at the producer's discretion. Prior to confirmation if a Second option is ready to confirm the Client holding the First option will be given reasonable notice, dependent on timeline, and asked to confirm or release.

Hire Period: has the meaning set out in Clause 4

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Off-site: any area or premises that is not the Studio

Off-site Equipment Hire Period: has the meaning set out in clause 6

Order: the Customer's order for Services and Equipment as set out the Customer's acceptance of the Company's quotation.

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Company is providing Services under the Contract.

Processing and process: have the meaning set out section 1(1) of the Data Protection Act 1998.

Provisional Booking: Once there has been a verbal or written confirmation by the Customer, a Provisional Booking is deemed to be formed.

Second Option: Second options are issued when the required studio/date already has a First option in place and registers the Client's interest in booking the studio should it become available.

Services: the services, including the Delivery, supplied by the Company to the Customer as set out in the Specification.

Service Period: the period of hire of Service and/or Equipment as set out in the Contract.

Specification: the description or specification of the Services provided in writing by the Company to the Customer and stated on any invoice.

Studio: The entire premises or facility of the Company or any part thereof

Studio Hire Charge: Charge payable for the hire of the Studio

Total Loss: the Equipment is, in the Company's reasonable opinion or the opinion of the insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

1.2 Construction. In these Conditions, the following rules apply:

(a) All of these Conditions shall apply to the supply of both Equipment, Studio and Services by the Company except where reference to one or the other is specified.

(b) All of these Conditions shall apply to any Order made by a Customer with an Associated Company as if it had been made with that Associated Company and the Customer directly.

(c) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d) a reference to a party includes its personal representatives, successors or permitted assigns;

(e) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) a reference to writing or written includes faxes and e-mails.

2. GENERAL

2.1 Clause and paragraph headings are inserted for convenience only and shall not affect the interpretation of this agreement.

2.2 Subject to any matter contained in writing between the Company and the Customer, the Contract constitutes the entire agreement. Each party acknowledges that, in agreeing to the Contract, it has not relied upon, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. Nothing in this clause shall limit or exclude any liability for fraud. No variation of the Contract shall be effective unless agreed in writing by the Company.

2.3 The Company reserves the right to refuse to host any activity which it deems too dangerous to staff, other Customers or the fabric of its premises. The Customer agrees to cease any activity if so directed by the Company.

2.4 The Company will insure the Studio and the Equipment against all normal insurable risks but not further or otherwise. The Customer shall be liable for and must effect its own insurance cover against all or any loss or damage to or theft of any of its own equipment or property brought on to the premises of the Company and all or any personal injury to any person and all other liability to third parties and all other claims on any other ground whatsoever. The Customer shall be responsible for any damage or loss occasioned to the Equipment or the Studio caused by or arising out of the Customer's use thereof or by any servant agent employee or sub-contractor of the Customer. Under no circumstances will the Company be liable to the Customer or to any other person for any claims arising out of any such risks or any consequential loss or on any other ground whatsoever including any failure of the Customer to effect its own insurance cover

2.5 Full details of the services provided by the Company and charge rates are set out in the Company's Price List which may be varied by the Company without notice.

2.6 No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

3. BASIS OF CONTRACT

By Booking Confirmation/Advance Pro Forma

3.1 The Order provided by a Booking Confirmation/Advance Pro Forma constitutes an offer by the Customer to hire the Studio, hire the Equipment or purchase Services in accordance with these Conditions.

3.2 The Order provided by a Booking Confirmation/Advance Pro Forma shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

3.3 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues, website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 10 Business Days from its date of issue.

By Provisional Booking

3.6 The Order provided by a Provisional Booking constitutes an offer by the Customer to hire the Studio, hire the Equipment or purchase Services in accordance with these Conditions.

3.7 The Order provided by a Provisional Booking shall only be deemed to be accepted when the Company confirms the Order with the Customer by email or telephone at which point and on which date the Contract shall come into existence.

3.8 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues, website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3.9 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. STUDIO AND SPACE HIRE

4.1 The Studio is available for use between 9am and 6pm at standard rates. For use outside these hours, overtime rates apply.

4.2 The Hire Period cannot be extended other than with the prior written consent of the Company.

4.3 The Hire Period commences from the agreed booking time specified in the Contract or from the time the Customer enters the Studio whichever is the earlier and ends at the end of the booking time or when the Customer exits the building whichever is the later.

4.4 The Studio is supplied to the Customer clean and where applicable with a white-painted cove.

4.5 No alterations decorations or additions to the Studio are permitted without the written consent of the Company and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. All costs and expenses incurred by the Company arising out of any breach of this Condition shall be paid by the Customer in full, without deduction or set-off, immediately upon the Company's demand.

4.6 The Customer is liable for any loss or damage made to the fabric of the building, fixtures and fittings, furniture, appliances or equipment hired throughout the duration of the booking, unless caused by an employee of the Company. General cleaning charges are included within the basic hire cost. If the Studio is left by the Customer in such a condition as to require further or specialised cleaning, the Customer will pay all such additional costs incurred or charged by the Company in respect thereof.

4.7 Any materials used in connection with sets constructed by the Customer or other materials or packaging in general brought on site by the Customer shall be removed from the Studio at the Customer's expense forthwith at the end of the Hire Period.

4.8 The Studio is available only for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract, sub-let or otherwise permit any third party to utilise or share use of the Studio or the Equipment without the prior written consent of the Company. Regardless of use, the Customer named and signed on the Contract will be liable for all charges arising from said booking.

4.9 The security of the studio and its contents including all Equipment and Company Materials is the responsibility of the Customer during the Hire Period. The Company will not be liable for the loss or damage of any property and equipment whether belonging to the Company, the Customer, or any servant agent employee guest supplier or sub-contractor of the Customer during the Hire Period.

5. HIRE OF SERVICES AND EQUIPMENT

5.1 All Equipment and Services are supplied by the Company at the sole risk of the Customer.

5.2 All Equipment supplied by the Company is deemed to be in good condition and in a good state of repair. It is the Customer's responsibility to notify the Company of any defects or faults before the commencement of the shoot, failure to do so will result in liability for the damage passing to the Customer. The Customer is obliged to return the Equipment to the Company in the condition in which it was supplied. Where the equipment has been lost or damaged or has not been returned to the Company, the Customer shall be liable for the repair or replacement value.

5.3 The Customer may not without the written consent of the Company

- (a)** remove the Equipment from the Studio;
- (b)** modify or alter or tamper with the Equipment in any way,
- (c)** use the Equipment in a manner not recommended by the manufacturer;
- (d)** allow the Equipment to be used by untrained or unauthorised or where necessary unqualified personnel;
- (e)** part with possession sell pledge encumber or suffer any lien to be created over the Equipment

5.4 The Service Period for any Services and Equipment supplied by the Customer cannot be extended otherwise than with the prior written consent of the Company.

5.5 Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate the Company for the replacement value of lost or damaged Equipment or failure to return Equipment on time.

5.6 If, at the request of the Customer, the Company supplies to the Customer the services of a driver, assistant, sub-contractor, freelancer or other person, such person shall be deemed to be a servant of the Customer and the Customer shall be liable for all payment, loss and damage, howsoever caused.

5.7 The Company shall not be liable for any loss or damage howsoever arising out of any statement, advice, instruction or any other representation given or made by any servant of the Company or any other person whose services are supplied to the Customer.

5.8 The Company will use all reasonable endeavours to have each item of specified Equipment available for hire during the Service Period but shall not incur any liability whatsoever in the event of any non-availability due to failure by another Customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

6. OFF-SITE EQUIPMENT HIRE PERIOD

This clause shall only apply to the Equipment to be used at Off-site and is read in conjunction with the Clause 5.

6.1 Off-site Equipment Hire Period starts on the date agreed in the Contract and shall be calculated on the following basis:

- (a) 1 day: Any 24 hour period commencing from the time the Equipment leaves the Owner's premises until the same time the following day;
- (b) 1 week: Any continuous period of 7 days calculated in accordance with Section 6.1(a) above;
- (c) 1 month: Any continuous period of 30 days calculated in accordance with Section 6.1(a) above;
- (d) Weekend: The period from 4.00 p.m. on Friday to 10.00 a.m. on Monday, which is to be calculated as a period of one day for the purposes of these terms and conditions;
- (e) Early Pick-Up: Provided that the Equipment is available, the Equipment can be collected after 4.00 p.m. the day before the Commencement of Hire starts and returned by 10.00 a.m. the day after the end of the Rental Period without incurring further charges.

7. SUPPLY OF SERVICES

7.1 The Company shall use reasonable endeavours to meet any performance dates specified in the Contract unless unforeseen circumstances prevents them from being able to meet such dates.

7.2 The Company reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement or if any element of the Specification is not achievable or obtainable, and the Company shall notify the Customer in any such event.

7.3 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S PROPERTY, DELIVERY AND COLLECTIONS

8.1 The Company will accept delivery of the Customer's property (such as clothes, props, products, etc) prior to and hold for collection after the Hire Period by prior arrangement only. Any property left by the Customer at the Studio without prior arrangement with the Company will incur a storage and handling charge.

8.2 All parcels delivered to the Studio on behalf of the Customer must be fully addressed with the Customer's details, Studio number, the Company's reference number and the name of the intended recipient. The Company reserves the right to return or refuse any parcels not complying with these rules.

8.3 The Customer is solely responsible at all times for such property.

9. PARKING

9.1 The Company will subject to availability provide the Customer with 1 complimentary parking space per studio booked, to be booked a minimum of 24 hours in advance. The remainder of the car parking spaces at the premises will be available on a first-come, first-served basis and chargeable. The Company is not obliged to provide parking spaces unless confirmed to the Customer in writing.

9.2 Any vehicles and their contents belong to the Customer are parked at the Customer's own risk.

10. COMPUTER / INTERNET SERVICES

The uptime, speed and accessibility of internet based services is not guaranteed. The Company will not accept liability for any computer system failure, internet failure, software bugs, computer viruses, software or hardware breakdown, incapability of the Company's internet based services with any third party software being used by the Client or for any other reason outside of the Company's reasonable control.

11. CUSTOMER'S OBLIGATIONS

11.1 The Customer shall:

- (a)** ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b)** co-operate with the Company in all matters relating to the Services;
- (c)** provide the Company, its employees, agents, consultants and subcontractors, with access to Locations and other facilities as reasonably required by the Company;
- (d)** provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (f)** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g)** comply with all applicable health and safety laws and regulations;
- (h)** The Customer must observe all regulations regarding the use of the Studio and surroundings and any Equipment and Services imposed by the Company and by any Statutory body or Local Authority. This includes all health and safety guidelines, all security standing orders and all fire regulations. It also includes any stipulations the Studio has in regards to working in the immediate area surrounding the studio which isn't necessarily studio property. The Customer will use common sense when moving in and out of the studio including taking care to not obstruct fire exit routes, public pavements and roads, make excessive noise or act in any way that might cause nuisance to the public. The Customer is to ensure all parties under their control (including but not limited to models, crew, customers, guests, agents and suppliers) comply with all rules, regulations, laws and bylaws in place at the time and any subsequent legislation and the Customer will fully indemnify the Company for any non-compliance with any such rule, regulation, law or bylaw which is as a result of the Customer's action(s) or inaction(s).
- (i)** keep all materials, equipment, documents and other property of the Company (Company Materials) at the location in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- (j)** The Company operates a no smoking policy in all of its enclosed public spaces and workplaces at its premises, in accordance with the Heath Act 2006 and the Smoke-Free (Premises and Enforcement) Regulations 2006. External smoking areas are available. The Customer agrees fully to indemnify the Company for any non-compliance with this rule which is as a result of the Customer's action(s) or inaction(s).
- (k)** ensure that the Equipment is kept and operated in a suitable environment used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions [provided by the company];
- (l)** take such steps (including compliance with all safety and usage instructions provided by the Company) as may be necessary to ensure, so far as is reasonably practicable, that the Studio and / or Equipment is at all times safe and without risk to health during the Hire Period and/or Service Period;
- (m)** maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the first day of the Contract (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- (n)** make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Company unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. Ownership in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Company immediately upon installation;

- (o)** keep the Company fully informed of all material matters relating to the Studio and / or Equipment;
- (p)** maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Company , together with such additional information as the Company may reasonably require;
- (q)** ensure that any persons entering the Studio or using the Equipment during the Hire Period and/or Service Period shall abide by these terms and conditions at all times;
- (r)** not, without the prior written consent of the Company, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Studio and / or Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- (s)** not without the prior written consent of the Company, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Company against all losses, costs or expenses incurred as a result of such affixation or removal;
- (t)** not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of the Company in the Studio and / or Equipment and, where the Equipment has become affixed to any land or building, the Customer must take all necessary steps to ensure that the Company may enter such land or building and recover the Equipment both during the term of this agreement and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Company of any rights such person may have or acquire in the Equipment and a right for the Company to enter onto such land or building to remove the Equipment;
- (u)** 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 and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (v)** not use the Studio and / or Equipment for any unlawful purpose;
- (w)** ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- (x)** deliver up the Equipment and vacate the Studio at the end of the Hire Period and/or Service period or on earlier termination of the Contract.
- (y)** The Customer acknowledges that the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any 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 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 this agreement.

11.2 The Customer acknowledges that the Company reserve the right to refuse entry to the Studio to any person without giving any reason.

11.3 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a)** without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the

Customer Default prevents or delays the Company's performance of any of its obligations;

(b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and

(c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

11.4 The Customer agrees to not to portray the Company, its Studios or any Services or Employees, whether credited or not, in a derogatory or negative manner.

12. DAMAGE WAIVER AND INSURANCE OF HIRED EQUIPMENT

12.1 Risk in the Equipment shall pass to the Customer during the Hire Period and/or Service Period and the Customer shall be responsible, for the duration of the Hire Period, for the cost of insuring all Equipment.

12.2 In the event that the Customer does not provide the Company with a copy of an operational insurance policy to cover hired-in lighting, or digital equipment to cover the hired equipment to a value of at least four times the replacement cost of the hired equipment at least one day prior to the commencement of the Service Period and/or Hire period, and does not agree to insure the Equipment in accordance with clause 12.3.3 below, the Customer shall be charged, in addition to the Charges, a Damage Waiver.

12.3 The following Damage Waiver terms will then apply in the event of damage to or loss of the Equipment and the Customer expressly acknowledges and agrees to such terms:

12.3.1 Excess - first £500 each and every loss, for which the Customer shall be responsible; and

12.3.2 Exclusions:

(a) Damage caused by corrosion, excessive heat, water, dampness or physical mistreatment;

(b) Damage arising from:

(i) Breakage of flash tubes, bulbs or lenses used in association with lighting equipment;

(ii) Damage to glass and other fragile or brittle articles unless such damage is caused by fire, theft or as a result of an accident to the vehicle in which article(s) is/are being transported;

(iii) Theft from unoccupied vehicles;

(iv) Damage or loss as a result of negligence either accidental or deliberate; and

(v) Consequential loss of any description.

12.3.3 Where Customer has arranged insurance for the Equipment, the Customer shall (without prejudice to the liability of the Customer to the Company) keep the Equipment insured for its full replacement value throughout the Hire Period and Service Period against all risks including third party risks loss or damage by fire theft (whether or not involving forcible or violent entry or exit to premises) and other risks usually covered by comprehensive insurance of products of the type of the Equipment. The Company may offer to the Customer additional equipment damage insurance to cover the full value of the Equipment at a rate equal to a percentage of the gross hire.

12.4 The Customer shall in addition (and without prejudice to the liability of the Customer to the Company) take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of the Equipment and/or loss due to breakdown accident damage or delay and/or against loss damage or liability arising in connection with acts omissions or default of Company Personnel in carrying out or incidental to their duties

under the Contract such insurance to be for such sum as is stipulated by the Company or in the absence of such stipulation for a minimum of £1 million for public or product liability in respect of one occurrence.

12.5 The Customer shall in respect of such insurance produce to the Company on demand evidence of a current insurance policy and a receipt for the last premium paid.

12.6 Such insurance shall be free from unreasonable restrictions or excess and shall be in the joint names of the Company and the Customer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is on hire from the Company.

12.7 The Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Customer insurance against all or any of the contingencies referred to in clause 12.9 and against any other contingency which the Company may in its absolute discretion decide.

12.8 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance or Damage Waiver (by whomsoever effected) and shall not, for the duration of the Hire Period, do or omit to do any act or thing whereby such insurance or Damage Waiver terms would or may be vitiated or invalidated and/or jeopardise the prospect of a successful insurance claim in respect of any loss of or damage to the Equipment.

12.9 The Company reserves the right to terminate usage of any Equipment if the Company considers that its Equipment employees suppliers subcontractors or agents, would or may be put at risk if such usage were to continue, for example in adverse weather conditions. In these circumstances, Hire Charges shall remain payable by the Customer in full.

12.10 In the case of theft, the Customer shall report any loss to the local police within 24 hours and a copy of the police report/crime reference number must be supplied to the Company within 24 hours of the occurrence. The Customer shall within 24 hours of the occurrence of any loss (whether by theft, damage or otherwise), 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 condition. The Customer shall not compromise any claim without the consent of the Company, shall allow the Company to take over the conduct of negotiations (except in relation to claims of the Customer for personal injuries, loss of use of the Equipment, or loss or damage to the property of the Customer unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as herein provided.

13. CHARGES AND PAYMENT

13.1 The Company reserves the right not to proceed with the hire or purchase in the event that payment of the Booking Confirmation/Advance Pro Forma is not made prior to the first day of the hire period and the signed Booking Confirmation/Advance Pro Forma must be returned to the Company prior to the commencement of the Hire Period and/or Service Period.

13.2 The period of which the Charge concerns commences when the Studio and/or Equipment and/or the Services is/are made available to the Customer and terminates when the Studio and/or Equipment is surrendered or returned to the Company, all crew, staff, servants of the Customer have left the space, and all Customer's equipment and materials are out of the space unless agreed otherwise.

13.3 All other additional costs, including charges for Equipment, Services, products, staff or modifications, will be invoiced to the Customer after termination of the Studio Hire and are to be paid in full and without deduction or set-off either immediately for non-credit account customers or otherwise strictly within 30 days from the date of the invoice unless otherwise stated.

13.4 Non-Account Customers must provide pre-authorised credit card details for payment of any of these additional costs.

13.5 The Client hereby confirms that it will pay the charges for any additional Equipment, Services, products, staff or modifications requested or ordered by any of its personnel on its behalf unless the Client has notified the Company in writing that certain personnel are not authorised to make such requests.

13.6 The Company reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 on any late payments.

13.7 At the end of the hire period the Company may at its discretion charge the Client an additional rental where the Studio or any item of Equipment is delivered or returned to the Company in a bad or damaged condition so as to preclude use or hire of the Studio or of any item of Equipment.

13.8 Where the Company is required to place a security deposit with any third party for the hire of any piece of equipment such deposit shall be paid to the Company by the Client prior to the first day of hire.

13.9 The Company has an on-site set build department. If the Client wishes to utilise this service, the Company must be notified a minimum of 3 days in advance (or more if the design specification requires it) in order properly to source materials, provide a quotation for the work and build the set.

13.10 The Company offers a catering service, at an additional cost. External or third party caterers are not permitted and the Client is obliged to order all catering and beverages to be consumed in the studio through the Company.

13.11 The Company shall have a general lien on any film, tape, digital media or other equipment or property in the possession of the Company or in the Studio premises for the payment of any monies due to the Company from the Client.

13.12 All charges are subject to VAT at the prevailing rate and are to be paid in Sterling GBP.

13.13 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14. LIMITATION OF LIABILITY

14.1 This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

(a) any breach of the Contract;

(b) any use made by the Customer of the Services, the Equipment, Studio or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in the Contract shall limit or exclude the Company's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.4 Subject to Clause 14.2 the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

14.5 the Company shall not be liable for any loss, damage, expense, liability or for any consequential loss (including loss of profit) depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, whatsoever and howsoever arising out of or in connection with any of the following:

- (a) any damage to or loss of property by the Client or the Client's servants or agents or any third party
- (b) any breakdown, stoppage or failure of the facilities and the Equipment provided in the Studio or any other Equipment supplied to the Client by the Company
- (c) any death or injury occasioned to the Client or any servant or agent of the Client occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of the Company or the servants or agents of the Company
- (d) for any fines and/or legal costs incurred by the Company or the Client in respect of any activity connected with the hire of the Studio or Equipment
- (e) any failure on the part of the Company to comply with its obligations to the Client due to any circumstances beyond the control of the Company.
- (f) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Charge for Services.

14.6 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

14.7 This clause shall survive termination of the Contract.

15. CANCELLATIONS

15.1 All First Options will be issued with an agreed confirmation time by the Company's producer(s). Failure to confirm a First Option within the agreed time may result in the option being moved to a Second Option.

15.2 Once there has been a verbal or written confirmation by the Customer, a Provisional Booking is deemed to be formed. In the event of cancellation the Company reserves the right to charge the Customer as follows:

- (a) 4 weekdays or less until start of booking - 100% of the Charge
- (b) Over 4 weekdays prior to start of booking, 50% of the Studio Hire Charge & 100% of any confirmed Services within the Order.

15.3 Once the Contract has been signed by the Customer and returned to the Company, in the event of cancellation the Company reserves the right to charge the Customer for the full Charge, along with any costs incurred by the Company in relation to the confirmed booking.

15.4 The Company reserves the right to cancel any Provisional Booking at any time up to the receipt of signed confirmation Contract and/or payment from the Customer.

16. TERMINATION

16.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract immediately by giving written notice to Customer.

16.2 Without affecting any other right or remedy available to it, the Company party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the Customer defaults in any of its payment obligations;

(b) the Customer commits a material breach of this agreement which breach is irremediable, or which breach (if remediable) is not remedied within ten (10) Business Days after the service of written notice from Film Plus requiring it to do so;

(c) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

(d) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer; or

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer; or

(g) the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

(h) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or

(i) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days; or

(j) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(c) to clause 8.1(i) (inclusive); or

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.3 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

16.4 Upon termination of this agreement, however caused:

(a) the Company's consent to the Customer's possession of the Equipment shall terminate and the Company may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Company on demand:

(i) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 13;

(ii) any costs and expenses incurred by the Company in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

16.5 Upon termination of the Contract pursuant to clause 16.1, any other repudiation of this agreement by the Customer which is accepted by the Company or pursuant to clause 16.2, without prejudice to any other rights or remedies of the Company, the Customer shall pay to the Company on demand a sum equal to the whole of the Charge that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Hire Period and/or Service period, less:

(a) a discount for accelerated payment at the percentage rate set out in the Order; and

(b) the Company's reasonable assessment of the market value of the Equipment on sale.

16.6 The sums payable pursuant to clause 16.4 shall be agreed compensation for Company's loss and shall be payable in addition to the sums payable pursuant to clause 16.4(b). Such sums may be partly or wholly recovered from any Deposit.

16.7 Termination of this agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

16.8 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services and Equipment under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.2, or the Company reasonably believes that the Customer is about to become subject to any of them.

16.9 In addition, the Company may at its own discretion summarily terminate any hire contract with the Customer upon the happening of any of the following events:-

(a) if the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule 61 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

(b) the Customer shall fail to leave the Studio and/or release the Equipment by 23:59 hours on the last day of the Hire Period and/or Service Period and/or Location Equipment Rental period (unless an extension has been agreed) and any such termination shall be without prejudice to any rights accrued to the Company against the Customer prior to the date of termination.

17. CONSEQUENCES OF TERMINATION

17.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Equipment supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Company's Materials. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

17.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

18. FORCE MAJURE

The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the Company shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for a period in excess of 21 days, the Customer may terminate this agreement by giving written notice to the Company.

19. ASSIGNMENT AND OTHER DEALINGS.

19.1 The Customer shall not without the prior written consent of the Company assign, transfer, mortgage, charge or deal in any manner with this agreement or any of its rights and obligations under the Contract, or purport to do any of the same.

19.2 The Customer shall not subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent without the prior written consent of the Company. Each party shall in all cases retain sole responsibility for the performance of the tasks assigned to it under the Contract, regardless of the use of authorised subcontractors.

19.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. ENTIRE AGREEMENT

20.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, unless agreed in writing by the Company. Any variations to the Contract will need to be agreed by the Company in written correspondence and in the event of a conflict between this Contract and any other terms whether written or oral then this Contract shall prevail.

20.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20.3 Nothing in this clause shall limit or exclude any liability for fraud.

21. VARIATION

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

22. WAIVER

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

24. THIRD PARTY RIGHTS.

24.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

25. GOVERNING LAW

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

27. INDEMNITY

The Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with the use of the Studio, the Equipment or any services supplied by the Company even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of contract of the Company, its directors, servants or agents, save in respect of any death or personal injury caused by the negligence of the Company as aforesaid.