



1. Filmstead Terms of Hire

- a. In these Terms of Hire (“the Conditions”) the following terms shall
- b. have the following meanings:-
 - i. “The Business” means Filmstead
 - ii. “The Hiree” shall be the person body firm or Business dealing with the Business
 - iii. “Non-Durable Equipment” shall mean any Equipment including but not limited to lens and glass filters which has a limited life by virtue of its inherent characteristics or by virtue of its acute vulnerability in use notwithstanding other items of Equipment may be dependent upon its use
 - iv. “Durable Equipment” shall mean items of Equipment including but not limited to camera bodies lenses and tripods, “Equipment” shall mean Non-Durable Equipment or Durable Equipment as the context may require
 - v. “The Hire Period” shall begin on the date specified in the hire form or if none is stated on the day on which the Equipment is made available to the Hiree or dispatched to the Hiree by the Business and the Hire Period shall end on the date specified in the hire form in such condition as is required by the Conditions
 - vi. “The Hire Charge” shall be the charge for the hire of Equipment as specified on the Business’s invoice.
- c. These Conditions shall apply to all transactions for the hire and for the provision of services (including the services of technicians and other personnel) by the Business to the Hiree and constitute the entire agreement between the Business and the Hiree.

2. Delivery

- a. The risk in the Equipment shall pass to the Hiree at the time of

delivery and the Hiree shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched by the Business or collected by the Hiree or is in the custody of the Business.

- b. Time shall not be of the essence of any contract with the Hiree and the Business shall not be liable for any loss whatsoever arising out of delay by the Business.

3. Acceptance

- a. The Hiree is deemed to have accepted the Equipment unless the Hiree having tested the equipment gives notice in writing to the Business of any defects within three working days from the date from delivery. If the Hiree fails to give such notice the Equipment shall be presumed conclusively to have been delivered by the Business and to have been accepted by the Hiree.
- b. Title in all equipment hired remains at all times with the Business. The Hiree has no interest in the equipment other than being hired to the Hiree for proper use. The Hiree will not assume ownership or act in selling, loaning, securing, mortgaging or pledging any hired equipment belonging to the Business.

4. Insurance

- a. In the case of a hire contract the Hiree must before delivery of the Equipment insure the Equipment against loss or damage to its full replacement value as new and against all liability and consequential risks with an insurer of repute. Such insurance policy shall be marked "without recourse against the Business" and shall be endorsed with a note of the Business's interest in the Equipment and the Hiree will on demand produce to the Business the policy of insurance and the receipt for the current premium.
- b. In the event that the Hiree fails to insure the Equipment the Business shall be entitled to refuse to permit the Equipment to be collected or dispatched from the premises of the Business but any such refusal shall not affect the commencement of the

Hire Period and the Business may (but shall not be obliged to) insure the Equipment and recover the cost of insurance on demand plus an administration surcharge of 25% of such cost from the Hiree.

- c. The Hiree will use all equipment and ensure it is operated by experienced and qualified personnel. The Hiree will disclose inexperience with any equipment. The Business is not responsible for any form of consequential loss including production time. Provisions for all downtime must fall within the Hiree's insurance policy.

5. Care of Equipment

- a. The Hiree will use all equipment and ensure it is operated by experienced and qualified personnel. The Hiree will disclose inexperience with any equipment. The Business is not responsible for any form of consequential loss including production time. Provisions for all downtime must fall within the Hiree's insurance policy.
- b. The Hiree agrees to pay for repair or replacement of any permanent marks to lens and filter glass, monitor screens and other Non-Durable Equipment suffered during the hire.
- c. The Hiree will ensure the equipment is treated with the best of care and accept that they will be held accountable for anything deemed beyond reasonable wear and tear.
- d. The Hiree will not leave any hired goods from the Business unattended in a vehicle, public place or unsecured building. The Hiree accepts that all hired equipment is their responsibility for the duration of hire and that no responsibility for the equipment can be placed to third parties.
- e. In the event of missing, damaged or destroyed goods, the Business will recover any loss of revenue until the item(s) is replaced, restored or repaired by the Hiree.

6. Equipment Specification

- a. The Hiree is solely responsible for determining that the Equipment is suitable for the intended use by the Hiree and by entering into a contract the Hiree acknowledges that it has satisfied itself that the Equipment is suitable for the purpose for which the Hiree is to use the Equipment.
- b. Although the Business will use all reasonable endeavours to hire Equipment in proper working order this contract is entered into on the basis that on delivery the Hiree will inspect all Equipment for completeness, correct functioning and fitness for the purpose.

7. Prices and Payment

- a. Orders are accepted by the Business only on the basis of the price agreement at the date of delivery and all prices quoted in the Business's catalogues and price lists are subject to alteration without notice.
- b. Unless the hire form or the sale contract otherwise provides all prices are ex works and exclude all packaging, insurance dispatch and transport charges and all Value Added Tax and any other tax duty levy or other similar charge all of which will be separately invoiced and be payable by the Hiree.
- c. The Hire Charge shall be paid in full by the Hiree at the commencement of the Hire Period
- d. No claim or counterclaim against the Business shall entitle the Hiree to withhold from the Business any sums due to the Business under this or any other contract with the Business.

8. Hiree obligations

- a. The Hiree shall at all times during the Hire Period keep the Equipment in good and substantial repair condition and properly serviced and maintained and shall bear the expense of replacing all worn and damaged parts thereof and the Hiree shall protect the Equipment from the elements and from loss or damage by the acts or omissions criminal or otherwise of third parties.

- b. The Hiree shall be responsible for and shall indemnify the Business in respect of all loss which the Business may suffer as a result of any cancellation or any variation of any order for the hire or sale of Equipment or services or failure to return any Equipment hired from the Business to the Business's premises at the expiration of the Hire Period in good condition except in the case of Durable Equipment only for fair wear and tear.
- c. The Hiree will not during the Hire Period without the prior written consent of the Business use the Equipment in any abnormal or hazardous manner or location or take the Equipment out of Great Britain.
- d. If the Equipment shall be lost stolen destroyed or damaged so as in the opinion of the insurers of the Equipment to be incapable of economic repair any money payable under any policy of insurance shall be applied in replacing such Equipment and if such money is insufficient the Hiree shall be responsible for the payment of the balance.
- e. The Hiree will notify the Business immediately if they require hiring any equipment beyond the contracted period. In this event the Business cannot guarantee any extensions on hired equipment.

9. Force Majeure

- a. The Business shall not be liable for any loss or damage or injury of any kind or whether direct or indirect or consequential or otherwise resulting from any circumstances whatsoever beyond the control of the Business including (but without limitation) all riot, civil commotion, strike, lock-out, fire, flood, explosion, requisitions and acts of God.

10. Jurisdiction

- a. These Conditions shall in all respects be governed and construed in accordance with the laws of England and Wales and the Hiree hereby submits irrevocably to the jurisdiction of the English Courts.