

## **Digital Design & Media Ltd. Terms and Conditions of Business. Hire of Equipment and Services**

1 In these conditions the following words and expressions shall have the same meaning unless the context otherwise appears.

(i) "These Conditions" Means the conditions of sale herein contained.

(ii) "The Company" Means Digital Design & Media Ltd.

(iii) "The Hirer" Means the person, firm or company who or which has agreed to hire the equipment from the Company.

(iv) "The Equipment" Means the equipment specified, together with the accessories (if any), and flight cases specified on the 'Delivery Note' and any part or parts of the same.

(v) "The Technician(s)" Means the employee(s) agent(s) or Subcontractor(s) of the Company (if any) supplied with the Equipment in order to operate the same, the number of which (if any) shall be specified.

(vi) "The Agreement" Means the agreement between the Company and the Hirer for the Hire of the Equipment.

2 The agreement is subject to these conditions which supersede all previous communications, representations and agreements, written or oral, and no additions and alterations to these conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorised officer or employee or agent of the Company. Any terms and conditions proposed by the Hirer shall only apply if the same have been agreed by or on behalf of the Company in accordance with provisions of this paragraph and in the case of any conflict between such terms and conditions the latter shall prevail.

3 The Company will endeavour to ensure that the equipment is in good order and condition and sound at the time of delivery to, or collection by the Hirer but it shall be the responsibility of the Hirer to ensure that the Equipment is fully suitable for the purpose which it is hired. The Equipment will be examined and checked by the Hirer upon delivery, and before being taken into use, if found to be defective or deficient it will be replaced or the defects or deficiencies corrected by the Company without any additional charge, but the Company will in no circumstances be liable for any loss or damage whatsoever of any kind however caused arising out of or in connection with the use of or the inability to use the Equipment. The Hirer shall use or Cause to be used the Equipment in a skilful and proper manner and shall, at his own expense, keep the Equipment in good and substantial repair and condition (except for fair wear and tear) and shall take all necessary precautions to ensure its safety and security. The Hirer will not open the outer case of the Equipment (if any) or of any item or part thereof. Not interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers hereon and will not expose the Equipment to the elements (particularly to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall have been caused by the wilful default or wilful misconduct of the Technicians any loss or damage to the Equipment including loss or damage caused by non Familiarisation or misuse of the same, is the sole responsibility of the Hirer who will be charged with the cost of repair or the full replacement value of the Equipment as the case may be. The Hirer must not repair or attempt to repair or request a third part to repair or attempt to repair the Equipment.

4. Any order or instruction required to be given to the Company by the Hirer shall be given by him or his duly authorised agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer which is not received by the Company in writing or so confirmed. The Hirer shall be solely responsible for any statement, representation, order, instruction, guidance or advice made or given by the Hirer to any Technician.

5. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Hirer. If delivered to the Hirer the signature of any person purporting to be any employee of the Hirer shall be sufficient evidence of delivery. The Company shall endeavour to the best of its ability to comply with any time schedules but will accept no liability for non delivery of Equipment or non arrival of Technicians by a specific time or date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or causes beyond its control including but not limited to acts of nature, government, labour disputes and delays in transport.

6. Unless otherwise agreed in writing between the Company and the Hirer, it shall be the

responsibility of the Hirer to return the Equipment to the Company on termination of the hire. If the Company agrees to collect the Equipment on completion of the hire the Hirer shall remain responsible for the safety protection repair and condition (subject as aforesaid) of the Equipment until it is in the possession of the Company.

7. During the continuance of the Agreement the Hirer shall pay to the Company by way of rent for the hire of the Equipment and the Technicians, the Company's hire charges as shown in the Company's current hire catalogue, or such other hire charges as may have been agreed in writing between the Company and the Hirer. To avoid any doubt the Hirer shall be liable for payment of hire charges as from the time for which the Equipment is ordered (which shall be the commencement of the hire period) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or completion of repair and the Company undertakes to replace or repair the same as soon as reasonably possible. A 24 hour period or part constitutes one days hire.

8. Equipment must not be used on any abnormal or hazardous assignment, taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognised by I.A.T.A. without the previous consent of the Company. The obtaining of all customs clearance licenses and permits as shall be necessary to take the Equipment out of the United Kingdom is the sole responsibility of the Hirer. If any equipment taken out of the United Kingdom is lost or damaged or breaks down and the company agrees to replace the same or similar, the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom if originally delivered. If the Hirer collects, the Company's liability shall only extend to the collection address.

9. The Hirer shall pay all delivery charges in addition to the hire charge.

10. The Hirer shall pay Value Added Tax at the current rate from time to time on and in addition to all charges due to be paid by the hirer to the Company under the terms of the agreement.

11. In the event of a cancellation of an order by the Hirer the Company reserves the right to make a cancellation charge without prejudice to any right or remedy available.

12. All other charges are net and unless otherwise agreed between the Company and the Hirer shall be due and payable on completion of the hire. Completion is taken as when all items are returned to the Company, excluding lost or damaged items. If any hire charge or other sum due to the Company shall not be paid by the Hirer on the date when the same shall be due and Payable the Hirer shall be liable to pay interest upon such hire charge or other sum at the rate of 5% per annum above the base rate of HSBC Bank from time to time during the period in which interest is payable from the due date until the actual date of payment.

13. The Equipment remains at all times the property of the Company and the Hirer shall have no right title or interest therein save that of a hirer thereof under these Conditions. The Hirer shall not sell or offer for sale assign mortgage pledge under-let lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Hirer's interest under these Conditions which interest is personal to the Hirer and the Hirer will keep the Equipment in his own possession for his own use and will not allow any alien or other encumbrance to be created in respect of the same.

14. The amount of the deposit (if any) specified shall be returned to the Hirer without interest when the equipment has been returned to the Company and all charges and other monies due to the Company under the terms of the Agreement have been paid.

15. The Agreement may be determined by the Company forthwith, by written notice given by the Company to the Hirer, to that effect on the happening of any of the following events:- namely if the Hirer fails to pay any charges hereunder within seven days of the same having become due (whether demanded or not), or fails to observe or perform any other of these Conditions, or if the Hirer commits any act of bankruptcy, or being a company goes into liquidation, or has a Receiver appointed in respect of the whole or any part of its undertaking or assets, or is subject to a Receiving Order, or makes any arrangement with or assignment for the benefit of the Hirer's creditors, or if distress is levied or threatened on any of the Hirer's property, or if the Hirer abandons the Equipment.

16. The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the Company against the Hirer, without prejudice, to the generality thereof shall not affect the right of the Company to recover from the Hirer any hire

charges and other monies due to the Company at the date of such determination, and shall not affect the Company's right to recover damages from the Hirer in respect of any breach of these Conditions.

17. The rights of the Company under the agreement shall not be affected at any time, by any time or other indulgence granted by the Company to the Hirer.

18. The Company shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Equipment by the Hirer.

19. The Company reserves the right to subcontract all or any part of the Hirer's order and to assign or otherwise deal in any way whatsoever with the Company's interest in the Equipment and in the Agreement.

20. The Hirer is advised not to use any original materials on in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.

21. Insurance

(i) The Hirer undertakes to Insure all hired Equipment supplied by the Company at its full replacement value against physical loss or damage from the time it leaves the Company's premises until it is returned to the Company's premises, or from the time it is delivered to the time it is collected from the Hirer by the Company or the Technician. Where the hirer effects insurance the Hirer shall ensure the Company's interest is noted by the insurers and shall notify the Company accordingly and give such other details of the policy or policies as the Company may require. Particulars of replacement values will be supplied by the Company on request. Any insurance arranged by the Hirer shall be in terms not less favourable than the terms of the Company's Insurance.

(ii) In the event of any loss, theft or damage the Hirer must notify the Company as soon as possible within a period of 24hours. In the case of theft or loss the Police must be informed at the first opportunity.

I ..... hereby acknowledge on behalf of

..... that I have read, understood and accept the Digital Design & Media Limited terms and conditions which shall apply to all existing and future rental agreements.

.....

Signature

Date