



**CAMERAWORKS**

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## HIRE AGREEMENT TERMS & CONDITIONS

### OPERATIVE PROVISIONS

#### 1 CONSIDERATION

1.1 This agreement (**Agreement**, which term shall be deemed to include the Schedule as defined below) is entered into in consideration of the mutual promises and covenants set out herein, including evidence of the existence of the Insurance Policies (as defined in clause 8.6 below), and in consideration of £1 paid by each party to the other hereto, the receipt and adequacy of which is hereby acknowledged.

#### 2 EQUIPMENT HIRE

2.1 Cameraworks Ltd (**Cameraworks**) shall hire to the Client the equipment (**Equipment**) as more specifically detailed in the schedule to which these terms are attached (**Schedule**) in accordance with the dates set out in the Schedule (**Hire Period**) or on such other dates as may be agreed in writing between the parties.

2.2 Cameraworks agrees that the Equipment shall be of first class technical quality. All costs of collection and/or delivery of the Equipment shall be met by the Client.

2.3 The **Client's Nominated Representative** for the purposes of liaising and co-ordinating with Cameraworks in respect of this Agreement shall be as set out in the Schedule.

#### 3 PAYMENT AND BILLING

3.1 The cost of the hire of the Equipment set out under the Schedule and shall hereafter be referred to as the **Quote**. It is agreed and acknowledged that the Quote has been calculated based upon the information given by the Client to Cameraworks prior to the date of this Agreement and upon the Equipment and the Hire Period described in this Agreement.

3.2 Subject to Cameraworks' and the Client's signature of the Schedule, the Client shall pay Cameraworks the Quote by either credit or debit card, or online via the payment portal (which Cameraworks shall email to the Client) on or prior to collection of the Equipment on receipt of

appropriate invoices and to the relevant bank account as set out on such invoices, it being agreed however that Cameraworks reserves the right to accept payment in full within 30 days at Cameraworks' sole discretion. For the avoidance of doubt, in no circumstances shall Cameraworks accept payment by cash. The time of payment shall be of the essence, and in the event of late payment, Cameraworks may charge interest on all sums overdue at the monthly rate of 10% above the base rate of the Royal Bank of Scotland from time to time calculated from the due date until payment is made.

3.3 All sums payable hereunder shall be exclusive of any Value Added Tax (VAT) payable thereon. Cameraworks will submit VAT invoices to the Client for payment of any sums due.

3.4 Payments to Cameraworks under this Agreement shall be made in full without any deduction, discount, set off or abatement unless required by law.

#### 4 CHANGES & CANCELLATIONS

4.1 In the event that the Client requires any changes to the Equipment and/or the Hire Period (each, a **Change**) the Client shall confirm the same in writing to Cameraworks as soon as possible.

4.2 If such Change(s) will result in an increase in the Quote and/or an amendment to the Hire Period or the Payment Schedule, the Client will make payment of any such increase within 24 hours of receiving notice of the same from Cameraworks. Only upon receipt by Cameraworks of such payment shall this Agreement be deemed amended accordingly to include such Change(s). For the avoidance of doubt, Cameraworks shall not be liable for any further costs incurred as a result of the Changes.

4.3 In the event that this Agreement is cancelled or otherwise terminated by the Client within 24 hours prior to commencement of the Hire Period, Cameraworks shall be entitled to require that the Client pay the Quote in full.

4.4 If the Client cancels or otherwise terminates this Agreement after commencement of the Hire Period, any sums already paid to Cameraworks prior to the date of cancellation or termination shall be non-refundable and any sums due to be paid to Cameraworks under the Payment Schedule prior to the time of such cancellation shall be immediately paid and the Client shall further be required to pay to Cameraworks (to the extent not already paid) any verifiable costs incurred by Cameraworks in connection with the hire of the Equipment, and may incur a surcharge at Cameraworks' sole discretion.

#### 5 DELIVERY

5.1 On Cameraworks' approval of the Client's identification (which identification the Client shall provide to Cameraworks prior to the Hire Period if requested) Cameraworks shall make available the Equipment for collection by the Client (unless otherwise agreed by Cameraworks in writing) from the location set out in the Schedule (**Collection Point**), in accordance with the dates set out in the Hire Period unless a Change has been previously agreed in accordance with clause 4 above or otherwise agreed in writing by both Parties. For the avoidance of doubt, Cameraworks reserves the right to withhold the Equipment until such identification has been approved.

5.2 Subject to clause 5.1, Cameraworks shall make the Equipment available for collection by the Client from 4.00pm the business day immediately prior to the Hire Period.

5.3 On the Client's physical receipt of the Equipment, the Client shall have a period of up to 24 hours (**Rejection Period**) in which to inform Cameraworks that the Equipment does not conform to the technical specifications set out in the Schedule or otherwise in this Agreement. In the event that Cameraworks are unable to remedy such defect, the Client shall be entitled to reject the Equipment. Any rejection of the Equipment must be set out by the Client in a written notice to

- Cameraworks (**Rejection Notice**) stating the reasons why the Equipment does not conform to the requirements of this Agreement. If Cameraworks does not receive any Rejection Notice within the Rejection Period, the Client shall be deemed to have accepted the Equipment.
- 5.4 On receipt of a Rejection Notice, Cameraworks shall either dispute the Rejection Notice in accordance with clause 5.5 below or shall use its reasonable efforts to repair and/or replace, free of charge, the Equipment, as reasonably necessary, to ensure that the Equipment conforms to the requirements of the Rejection Notice and redeliver the Equipment to the Client. Thereafter, the provisions of this clause 5 shall apply to such redelivered Equipment.
- 5.5 Cameraworks shall be entitled to dispute any Rejection Notice upon its receipt of the same by providing the Client with the following (each a **Rejection Reply**):-
- 5.5.1 evidence that the Equipment does in fact conform to the requirements of this Agreement; or
- 5.5.2 evidence that any defect in the Equipment was caused by the Client incorrectly operating the Equipment or the Client attempting to remedy any default in the Equipment itself.
- 5.6 If the parties have not resolved any resulting dispute through good faith negotiations within 2 business days of Cameraworks' delivery of a Rejection Reply, the Client shall have the right to appoint an independent expert to arbitrate on the dispute, subject to Cameraworks' approval of such independent expert (such approval not to be unreasonably withheld). If the independent expert gives notice that Cameraworks' Rejection Reply is satisfactory, then the Client shall (i) accept the Equipment, (ii) pay to Cameraworks the costs of any replacements to the Equipment supplied by Cameraworks (even if not used by the client) and ancillary costs related thereto (e.g. transportation costs), and (iii) pay all of the independent expert's costs. If the independent expert directs Cameraworks to repair and/or replace the Equipment, as reasonably necessary, to ensure that the Equipment conforms to the requirements of this Agreement, then Cameraworks shall repair and/or replace the Equipment as necessary and shall pay all of the independent expert's costs unless
- the independent expert directs otherwise.
- 6 HEALTH AND SAFETY**
- 6.1 The Client agrees do all that is necessary to protect the health and safety of all of the Client's employees whilst using the Equipment, and also that of members of the public or any contractors who may be affected by the Client's use of the Equipment and to adopt and implement a health and safety policy as necessary to cover any loss or damage as may occur from use of the Equipment during the Hire Period.
- 6.2 It shall be the Client's responsibility to request, obtain (whether from Cameraworks or a third party) and correctly install any additional materials the purpose of which is to assist with the use of the Equipment in a safe manner as may be necessary.
- 7 CAMERAWORKS' WARRANTIES**
- 7.1 Cameraworks hereby warrants and undertakes to and with the Client that:
- 7.1.1 it is a company duly incorporated in good standing and has the right to enter into this Agreement;
- 7.1.2 the Equipment shall substantially conform to its specification set out in the Schedule and shall be of satisfactory quality and fit for any purpose held out by the Client, subject to clause 5 above; and
- 7.1.3 the Client has not entered into and shall not enter into any agreement which will or might conflict with the terms of this Agreement.
- 8 CLIENT'S WARRANTIES AND INDEMNITY**
- 8.1 The Client warrants to Cameraworks that:
- 8.1.1 the Equipment shall be kept and operated in a suitable environment, and the Client will obtain Cameraworks' prior written consent if the Equipment or any part thereof will be removed from the UK or used in a hazardous environment. For the avoidance of doubt, the Client shall in no circumstances take the Equipment to a country at the time of the Hire Period advised by the Foreign Office as being not suitable for any travel or any non-essential travel as published on <https://www.gov.uk> foreign travel advice section.
- 8.1.2 the Equipment shall be used only for the purposes for which the Equipment is designed and shall only be operated in a proper manner by trained competent staff in accordance with any operating and safety instructions provided by Cameraworks;
- 8.1.3 the Client shall 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 commencement of the Hire Period (fair wear and tear only excepted) and shall reimburse Cameraworks for the replacement of worn, damaged and lost parts, and the Client shall inform Cameraworks as soon as the Client is aware of any damage to the Equipment or of the Equipment not functioning properly. For the avoidance of doubt, the Client shall not replace or repair the Equipment itself and Cameraworks reserves the right to charge a penalty in the event that any such attempt to repair or replace the Equipment is made by the Client;
- 8.1.4 the Client shall at all times keep the Equipment in the Client's possession or control and shall keep Cameraworks informed of its location and the Client shall not at any time leave the Equipment unattended in vehicles, including taxis (unless such vehicle is a licensed and insured courier), public place or unsecured building;
- 8.1.5 the Client shall return the Equipment to the Collection Point at the end of the Hire Period to Cameraworks before 10:30am on the first business day following the Hire Period unless otherwise agreed by Cameraworks in writing. Cameraworks reserves the right to charge the Client for each additional day beyond the Hire Period (unless otherwise previously agreed in accordance with clause 5 above) for which the Equipment is late in being returned. Furthermore, the delivery and return of Equipment to and from the Collection Point before 9.00am and after 6.00pm must be agreed in advance in

- writing by Cameraworks and may incur a surcharge.
- 8.2 The Client shall indemnify Cameraworks, its directors, employees, contractors and agents against any and all liability, costs, expenses, claims and demands of any nature whatsoever, arising out of or in connection with any breach by the Client of any warranties, representations or agreements set out herein or otherwise in relation to the hire of the Equipment, save where caused directly and solely due to the negligence or wilful default of Cameraworks.
- 9 TITLE, RISK, LIABILITY AND INSURANCE**
- 9.1 The Equipment shall at all times remain the property of Cameraworks, and the Client shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms of this Agreement).
- 9.2 The risk of loss, theft or damage to the Equipment shall pass to the Client on the Client taking possession of the Equipment and shall remain the Client's sole risk during the Hire Period and any further term during which the Equipment is in the Client's possession.
- 9.3 Cameraworks shall not be liable to the Client for:
- 9.3.1 any loss or damage to the Client's property or for any loss, personal injury or death suffered by the Client or its employees or agents other than that caused by the wilful negligence of Cameraworks; nor
- 9.3.2 any loss, damage or costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill; nor
- 9.3.3 any loss or damage incurred by the Client with respect to lost or wiped data, it being agreed that the Client shall be responsible for carrying out data backups in connection with the Equipment. For the avoidance of doubt, the Client acknowledges that Cameraworks wipe all data cards included in the Equipment on or prior to return of the Equipment.
- 9.4 The aggregate liability of Cameraworks in respect of any loss suffered by the Client as a result of Cameraworks' negligence or failure to comply with the terms of this Agreement shall be no greater than a sum equal to that part of the Quote that has been paid to Cameraworks at the applicable time, save in the case of death or personal injury due to Cameraworks' negligence or for any losses suffered in consequence of Cameraworks' fraud.
- 9.5 Cameraworks shall not be held in any way responsible for any failure to fulfil its obligations under this Agreement if such failure has been caused (directly or indirectly) by circumstances beyond its control. This shall include (but is not limited to) accident or equipment failure, war, riot, industrial action or act of terrorism.
- 9.6 The Client shall during the Hire Period, at its own expense, obtain and maintain (i) insurance of the Equipment, which insurance shall be of a value no less than the full value of replacing the Equipment, and which insurance shall include cover for all loss or damage thereto, and (ii) insurance to cover any loss of hire incurred by Cameraworks for a minimum of 8 weeks (together, the **Insurance Policies**).
- 9.7 In the event that the total aggregate value of the Equipment is in excess of £20,000, the Client will be required to purchase insurance from a third party provider.
- 9.8 In the event that the total aggregate value of the Equipment is £20,000 or less, the Client may either (i) purchase insurance cover from a third party or (ii) pay the Damage Waiver in accordance with clause 9.9.
- 9.9 In the event that the total aggregate value of the Equipment is £20,000 or less, and the Client opts not to purchase insurance cover for the Equipment from a third party, the Client may pay to Cameraworks an additional payment of 15% of the Quote (**Damage Waiver**) for which Cameraworks will ensure the Equipment is covered by Cameraworks' own insurance policy. In this event, Cameraworks' insurance providers have agreed to waive their rights of subrogation against the Client (i.e. in the event that the Equipment is lost or damaged, Cameraworks' insurers will not seek to recover any costs directly from Cameraworks, and not the Client). In the event of a claim:
- 9.9.1 the Client will be responsible for the payment of Cameraworks' insurance policy excess of £250. In the event that loss or damage/repair costs are below £250 then a claim cannot be made and the Client will be charged the related cost;
- 9.9.2 the Client agrees to work with and offer every assistance to Cameraworks' when a claim is being investigated under Cameraworks' insurance policy and the Client will maintain at all times a duty of care when responsible for the Equipment and be mindful of the Client's need to comply with the terms and conditions of the Agreement and the terms of Cameraworks' own insurance policy in relation to the Equipment (which Cameraworks shall provide to the Client); and
- 9.9.3 the Client confirms that they have read, understood, and agreed to the terms of the payment of the Damage Waiver and Cameraworks' insurance policy in relation to the Equipment.
- 9.10 In the event that the Client opts and Cameraworks agrees for the Client to pay the Damage Waiver and for the Equipment to be the Client confirms they have read, understood and agree to the terms of purchasing insurance from Cameraworks.
- 9.11 Notwithstanding clauses 9.8 and 9.9 above, Cameraworks reserves the right to decline the Client's offer to pay the Damage Waiver and to add the Equipment to Cameraworks' own insurance policy for any reason.
- 9.12 In the event that the Client purchases insurance cover for the Equipment from a third party provider:
- 9.12.1 the Client (so far as necessary) shall irrevocably authorise its insurers to pay to Cameraworks all monies payable under such insurance in respect of any loss or damage suffered by Cameraworks; and
- 9.12.2 The Client further irrevocably authorises Cameraworks (i) in the name and on behalf of the Client to make any claim or claims against insurers in respect of any loss of or damage to the Equipment or any part of it and to

settle or compromise such claim and (ii) to receive from and acknowledge receipt to the insurers for any monies payable by the insurers.

## 10 TERMINATION

10.1 Cameraworks shall be entitled to terminate this Agreement by written notice to the Client on the occurrence of any of the following events:

10.1.1 failure by the Client to pay any sum due to Cameraworks on the due date;

10.1.2 breach by the Client of any of the terms of this Agreement which term(s), if curable, Client has failed to remedy within 5 business days of request by Cameraworks in a written notice to the Client specifying such breach;

10.1.3 the Client convening a meeting of its creditors or proposing or making any arrangement or composition with, or any assignment for the benefit of, its creditors or commencing negotiations with a view to the general readjustment or re scheduling of all or any part of its liabilities or a petition being presented or a meeting convened for the purpose of considering a resolution or other steps being taken for making an administration order against or for the winding up or dissolution of the Client (other than for the purposes of and followed by a reconstruction previously approved in writing by Cameraworks), in each case which is not discharged within 21 days;

10.1.4 a trustee, administrator, administrative or other receiver or encumbrancer being appointed over or taking any step with a view to taking possession of all or any part of the assets of the Client or any person taking any step to levy, enforce upon or sue on any distress, execution, sequestration, attachment or other process against any of those assets; or

10.1.5 the Client being deemed unable to pay its debts within the meaning of Section 123 of the

Insolvency Act 1986 or becoming unable to pay its debts as they fall due or suspending or threatening to suspend making payments with respect to all or any class of its debts.

10.2 Upon termination of this Agreement by Cameraworks:

10.2.1 Cameraworks may, without notice and at the Client's expense, retake possession of the Equipment and for this purpose may enter the Client's premises or the location at which the Equipment is being held; and

10.2.2 the Client shall pay to Cameraworks on demand all outstanding sums then accrued and owing within 14 days of the date of termination.

## 11 FORCE MAJEURE

11.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such instance, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, if possible.

## 12 MISCELLANEOUS PROVISIONS

12.1 No failure or delay by either of the parties hereto in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by either of them of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

12.2 The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

12.3 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

12.4 Any notice given under this Agreement shall be in writing and in English and shall be served by delivering it by hand or by sending it by post (including prepaid recorded or special delivery post) or by email to the address, or email address set out below for the

attention of the other party. Any such notice shall be deemed to have been received:

12.4.1 if hand delivered or sent by prepaid recorded or special delivery post at the time of delivery;

12.4.2 if sent by post (other than by prepaid recorded or special delivery post) 2 business days (being any day other than a Saturday or Sunday on which banks in England are open for business) from the date of posting;

12.4.3 if sent by email, on transmission of such email, provided that no error or non-delivery message is subsequently received by the sender and subject to the original notice being sent by post, personal delivery or courier in accordance with this clause, not later than the next business day after such transmission.

The names and addresses set out in the Schedule concerning notices to all parties hereto shall be deemed to be the place where accounting statements and payments as may be required under this Agreement may be sent.

12.5 The headings to Clauses do not form part of and shall not be read into the construction of this Agreement.

12.6 If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

12.7 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this shall not affect any right or remedy which exists or is available otherwise than pursuant to that Act.

12.8 This Agreement does not constitute and shall not be construed as constituting an agency, partnership or joint venture relationship between Cameraworks and Client

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, the courts of which will be the courts of competent jurisdiction.