

**FX RENTALS LIMITED TERMS
AND CONDITIONS OF
EQUIPMENT HIRE**

1. a) The Owner is FX Rentals Limited.
b) The Hirer is the party named as such on the Delivery Note and shall be responsible under these terms and conditions to the Owner notwithstanding that the equipment may, upon the Hirer's instruction, be under the custody and control of a party other than the Hirer.
c) The equipment is that described on the Delivery Note.
d) The hire or rental charges are those shown on the Owner's rate card in relation to the length of hire shown on the Delivery Note.
e) The sum for insurance purposes is the current market value of the equipment.
f) The Delivery Note is that document sent to the Hirer upon delivery of the equipment at the commencement of the hire period.
2. The Owner will let and the Hirer will take the equipment upon hire on these terms and conditions of hire ("Terms").
3. Nothing said or done by any agent or employee of the Owner which varies these Terms shall be binding on the Owner unless reduced into writing and signed by a Director of the Owner with specific reference to these Terms.
4. The Hirer shall pay to the Owner all such sums agreed at the time of booking by way of hire charges or rent.
a) In the case of trade customers the Owner may (but is not bound to) give a discount on his standard prices for hire charges only. Any such discount will be shown on the invoice but is automatically revoked if payment is not made within the terms specified on the Invoice.
5. Punctual payment of each instalment of rent shall be of the essence of this Agreement and the Hirer shall be deemed to have repudiated the Agreement if any instalment or part thereof shall remain

unpaid for more than 7 days after becoming due.

6. All sums payable to the Owner shall be paid to him at 38-40 Telford Way, London W3 7XS or such addresses as the Owner may from time to time specify. Payment made by post shall be at the Hirer's risk.

7. During the continuance of the hiring the Hirer shall:-

1) punctually pay all sums in accordance with clause 4 hereof and those terms specified on the Delivery Note

2) pay to the Owner interest on overdue instalments of rental at the rate of 5% above current base rate for the time being of National Westminster Bank Plc and calculated from day to day

3) a) Keep the equipment in good and substantial repair and condition (fair wear and tear excepted) and replace all missing and damaged or broken equipment or parts thereof with equipment or parts of equal quality and value and in default of doing so permit the Owner to take possession of the equipment for the purpose of having repairs carried out and the Owner shall have a lien on the equipment until such repayment but exercise of such lien shall not prevent the accrual of instalments of rental hereunder

b) Will at all times during the period of the hire:

i) ensure the equipment is used for the purpose agreed by the Owner and in a proper manner and only by persons having the appropriate qualifications and experience in the use of the equipment

ii) take proper care of the equipment and ensure that it is safe and properly stored

iii) where spare lamps, diaphragm etc., are provided, they (or the blown unit) must be returned at the end of the hire period, otherwise they will be charged for in full.

4) Punctually pay all charges, license fees, rent, rates, taxes and other outgoings payable in respect of any premises in which the equipment may from time to time be placed or kept, and produce to the Owner on demand the last

receipts for all such payments, the Owner being at liberty in the event of default by the Hirer under this sub-clause to make all or any of such payments, and recover the amount thereof from the Hirer forthwith.

5) Permit the Owner and any person authorised by him at all reasonable times to enter upon the premises in which the equipment is for the time being placed or kept for the purposes of inspecting and examining the condition of the equipment.

6) Keep the equipment at all times in his possession and control and notify the company of the place where it is for the time being and not cause or permit any of the equipment to be so affixed to the premises in which it shall for the time being be situated as to become a fixture.

7) Notify the Owner of any change in the Hirer's address and by request from the Owner promptly inform the Owner of the whereabouts of the equipment and advise the Owner when the equipment is being taken outside the UK.

8) Indemnify the Owner against the loss of or damage to the equipment or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of the Hirer.

9) Punctually pay for all repairs to or treatment of the equipment and keep the same free from any distress, execution or other legal process.

10) Not sell, assign, let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the equipment or any interest therein or create or allow to be created any lien on the equipment whether for repairs or otherwise, nor shall the Hirer remove, deface, obliterate or cover any label, plate or other mark indicating that the equipment is the property of the Owner and in the event of any breach of this sub-clause by the Hirer the Owner shall be entitled (but not bound) to pay to any third party any such sum as is necessary to procure the release of the equipment from any charge encumbrance or lien and to recover such sum from the Hirer forthwith.

11) Immediately after the signing of this agreement insure the equipment and keep the same insured during the continuance of the hiring against loss or damage by

accident, fire and theft to the full replacement value thereof or for such sums specified on the Delivery Note with some insurance company to be approved by the Owner under an all-risks policy of insurance in the name of the Owner free from restrictions or excess.

12) Produce to the Owner evidence that the equipment has been insured in accordance with the provisions of the preceding sub-clause and in default of the Hirer so doing the Owner may insure as aforesaid and recover the cost thereof from the Hirer forthwith.

13) The Hirer hereby irrevocably appoints the Owner his agent for the purposes of receiving all monies under the said policy and giving a discharge thereof.

14) Punctually pay all premiums payable under the said policy, produce receipts of such payments to the Owner on demand, do everything necessary to maintain the said policy in full effect, and not do anything whereby the said policy will or may be vitiated.

15) Pay to the Owner all expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the Owner in ascertaining the whereabouts of the equipment, taking possession of it by reason of a breach by the Hirer, or any provision of this Agreement and preserving, insuring and storing the equipment thereafter, and of any legal proceedings taken by or on behalf of the Owner to enforce the provisions of this Agreement.

8. 1) a) the hire charge for the equipment commences (unless otherwise expressly agreed in writing) on the day the equipment leaves the premises of the Owner and terminates at the end of the agreed hire period provided that the equipment has then been returned to the Owner in the same condition that it was in at the commencement of hire, fair wear and tear excepted.

b) In the event the equipment is not returned to the Owner at the end of the agreed period of hire, and/or the Hirer wishes to extend the period of hire, subject to clause 8 1) d) hereof, the hire charge shall continue to be payable at the same rate until the equipment is returned to the Owner as provided in

clause 8 1) a) above.

c) In the event the equipment is lost, damaged or destroyed, subject to clause 8 1) d) hereof, the hire charge shall continue to be payable at the same rate until such a time as the equipment (if lost) is recovered and returned to the Owner or (if damaged) is repaired and available for rehire or (if destroyed or otherwise lost) is replaced by an equivalent or comparable item available for hire.

d) If the Hirer fails to return the equipment to the Owner at the end of the period of hire, the Hirer shall pay such additional hire charges as are shown on the Owner's rate card up to and until return of the equipment (but without prejudice to the right of the Owner to take such action as may be appropriate to obtain recovery of the equipment).

2) The Owner reserves the right generally to alter at any time and without previous notice the prices and specifications published in its equipment hire catalogue but no such alteration shall affect the contract of hire then current.

3) Where the equipment is lost, stolen, destroyed or damaged by the negligence or wrongful act of a third party the Hirer shall immediately notify the Owner thereof, shall not compromise any claim without consent of the Owner, shall allow the Owner to take over the conduct of the negotiations (except in relation to claims made against the Hirer for personal injuries, loss of use of the equipment, or loss of or damage to the property of the Hirer unconnected with the equipment) and shall at its own expense take such proceedings (in the Hirer's sole name or jointly with the Owner) as the Owner shall direct, holding all sums recovered together with any monies received by the Hirer under any policy of insurance taken out by the Hirer pursuant to this Agreement on trust for the Owner and paying or applying as the Owner directs such parts thereof as is necessary to discharge the Hirer's liability to the Owner at the date of such payment and to compensate the Owner for the loss, theft or destruction of or damage to any

part of the equipment, any surplus being retainable by the Hirer for his own benefit.

4) The Hirer may determine the hiring at any time by giving three days notice in writing to the Owner and delivering up the equipment to the Owner at 38-40 Telford Way, London W3 7XS or such addresses as the Owner may have previously specified in writing and upon the expiration of such notice and such delivery being made, the hiring shall come to an end but without prejudice to any pre-existing liability of the Hirer, and the Hirer shall not be entitled to repayment of any sums previously paid by him to the Owner under the Terms of this Agreement, nor to any such credit allowance in respect of any such payments.

5) If the Hirer shall make default in payment of any of the sums payable hereunder or shall fail to observe or perform any of the other Terms and Conditions of this Agreement whether express or implied, the Owner may without prejudice to any pre-existing liability of the Hirer to the Owner by notice in writing served personally on the Hirer or sent to him by prepaid post or left at the above mentioned address of the Hirer or at his current or last known business or private address, determine this Agreement, and upon such notice being so served or sent or left, this Agreement and the hiring hereby constituted shall for all purposes determine and thereafter the Hirer shall no longer be in possession of the equipment with the Owner's consent.

6) If the Hirer shall commit an act of bankruptcy or have a receiving order made against him or shall make any arrangement with his creditors or any assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of the Hirer's property, or any judgment against the Hirer shall remain unsatisfied for more than fourteen days, or if the Hirer shall abandon the equipment, then this Agreement shall automatically and without notice determine and thereupon the Hirer shall

cease to be in possession of the equipment with the Owner's consent.

7) Upon termination of this Agreement pursuant to clauses 5) and 6) hereof the Owner may without notice retake possession of the equipment, and may for that purpose by himself, his servants or agents without previous notice enter upon any land or premises on or in which the equipment or any of it is believed by the Owner to be situated.

8) The equipment shall remain the property of the Owner and nothing contained in this Agreement shall confer or be deemed to confer interest in the equipment on the Hirer.

9) The Hirer shall take the equipment in the condition in which it is in at the date of this Agreement and shall also at the time satisfy himself that the equipment is suitable for the Hirer's purposes. The Owner does not in any way represent or warrant that the equipment is of merchantable quality or suitable or fit for the particular or any purpose for which it is or may be required.

10) No liability (save for death or personal injury caused by the negligence of the Owner) shall attach to the Owner either in contract or in tort for loss, injury, damage howsoever sustained by reason of any defect in the equipment whether such defect is latent or apparent on examination or without prejudice to the generality of the foregoing in the operation, setting up, packing away, moving, transporting or any like manner where by reason of the presence of the equipment any losses, injury or damage shall be sustained.

11) Any notice given to the Hirer under this Agreement shall be validly given if served by any of the methods specified in clause 5 hereof and shall if sent by post be conclusively deemed to have been received by the Hirer within forty eight hours after the time of posting.

12) Where the Owner shall supply an operator with the equipment for any purpose whatsoever including instructing the Hirer in the use of the

equipment, such an operator shall be deemed to be the agent, servant, or employee of the Hirer and not the Owner, and the Owner shall not be liable for any act, error or omission of the operator, howsoever caused.

13) No relaxation, forbearances, delay or indulgence by the Owner in enforcing any of the Terms and Conditions of this Agreement or the granting of time by the Owner or the Hirer shall prejudice, affect or restrict the rights and powers of the Owner hereunder, nor shall any waiver of any breach hereof of any subsequent or any continuing breach hereof. The Owner will not waive (or be deemed to have waived) any rights under these conditions by accepting the return or repossessing the same.

14) Film, magnetic tapes, equipment, materials and property ostensibly belonging to the Hirer in the possession or custody of or handled by the Owner will be subject to a lien in favour of the Owner for the general balance of all monies from time to time due to the Owner from the Hirer.

15) Any failure or forbearance on the part of the Owner to enforce any of the terms contained in these Terms and Conditions shall not constitute a waiver of that term

September 2001