

## NEW DAY PICTURES LIMITED: CONDITIONS OF HIRE

1. In the conditions unless the context otherwise appears the following words and expressions shall have the following meanings:-
  - (i) These Conditions means the conditions of hire herein contained
  - (ii) The Company means New Day Pictures Limited
  - (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 overleaf together with (if any) the accessories and flight cases specified overleaf and any part or parts of the same
  - (v) The Technicians means the employee(s) agent(s) or subcontractor(s) of the Company (if any) supplied with the Equipment to operate the same the number of which (if any) shall be specified overleaf
  - (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 whether written or oral and no additions or 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 the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.
3. The Company endeavours to ensure that the Equipment is sound and in good order and condition 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 in all respects (including type and condition) for the purpose for which it is hired. Upon delivery or collection the Equipment shall be examined and checked by the Hirer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever 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 it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall be caused by the wilful default or wilful misconduct of the Technicians any loss of 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 full replacement value of the Equipment as the case may be. The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment. The Company reserves the right where the Equipment is in its absolute discretion of a high technology specification to require that the Hirer uses the services of a Technician at the cost of the Hirer and in such cases only the Technician may use such 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 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 use its best endeavours 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 due to causes beyond its control including but not limited to acts of nature, acts of 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 termination of the hire the Hirer shall remain fully 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 shown in the Company's Rate Card current from time to time or such other hire charges as may have been agreed in writing between the Company and Hirer. For the avoidance of any doubt the Hirers 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 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. In addition to the charges referred to herein the Company at its sole discretion may require that the Hirer shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of liability contained in the insurance policy for the time being in force which the Company has negotiated for such purposes. A copy of such policy shall be made available to the Hirer upon request PROVIDED THAT where the Hirer has confirmed that it has arranged insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company then the Company may waive this requirement.
9. Without the previous consent of the Company 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 IATA unless otherwise agreed by the company prior to the commencement of the hire. The Hirer shall be solely responsible for obtaining all customs Clearances Licences and permits as shall be necessary to take the Equipment out of the United Kingdom. If any Equipment taken out of the United Kingdom is lost or is damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address in the United Kingdom.
10. In addition to the hire charges for the Equipment the Hirer shall pay all delivery charges.
11. The Hirer shall pay Value Added Tax at the rate current from time to time on and in addition to all charges due to be paid by the Hirer to the Company under the terms and conditions of the Agreement.
12. In respect of any order cancelled by the Hirer within 24 hours of the date when the period of hire was to commence the Hirer shall be liable to pay to the Company a cancellation charge not exceeding the total agreed hire charge for the cancelled hiring.
13. All hire and other charges are net and unless otherwise agreed between the Company and the Hirer shall be due and payable within 30 days on the invoice date. 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 PLC from time to time during the period in which interest is payable from the due date until the date of payment.
14. 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 underlet 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 lien or other encumbrance to be created in respect of the same.
15. 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.
16. The Agreement may be terminated 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.
17. 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 and 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.
18. Any time or other indulgence granted by the Company to the Hirer shall not affect the rights of the Company under the Agreement.
19. 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 Equipment by the Hirer.
20. The Company reserves the right to subcontract all or any part of the Hirer's order and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.
21. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.