

TERMS & CONDITIONS OF RENTAL AND SUPPLY OF SERVICES

Parties to the Agreement:

(A) Origin Film & Television LTD (Company Number: 12981551) whose registered office is at Unit 2a Henley Business Park, Normandy, Guildford, Surrey, England, GU3 2DX (together with its assigns and successors in title), hereinafter referred to as (**Supplier**); and

(B) "**Customer**" as specified on the Order.

1. Definitions

- 1.1. **Agreement:** these Terms and the Order
- 1.2. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.3. **Charges:** those amounts specified on the Order without any deduction, set-off, or counterclaim.
- 1.4. **Commencement Date:** has the meaning given in clause 2.2.
- 1.5. **Delivery Date:** the earlier of the date upon which the Equipment is delivered to the Customer or its agents or the date upon which the Equipment is made available for collection by the Customer or its agents.
- 1.6. **Equipment:** the Supplier's equipment specified on the Order together with all replacements and renewals of such equipment and the component parts and all accessories, additions, containers, handbooks and similar, references to the Equipment also includes a reference to any component thereof.
- 1.7. **Order:** the document prepared by the Supplier specifying in particular the Equipment, the Personnel, the Services, the Charges and the Service Period and which forms a part of this Agreement.
- 1.8. **Personnel:** the Supplier's personnel who will be providing the Services as specified in an Order, including but not limited to personnel who will be delivery, installing and supporting the Equipment.
- 1.9. **Risk Period:** has the meaning given in clause 9.2.
- 1.10. **Services:** any services to be provided including Equipment, Personnel, and services as set out in the Order.
- 1.11. **Service Period:** the period specified on the Order and commencing on the Commencement Date.
- 1.12. **Terms:** these terms and conditions.

2. Basis of Contract

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and date the Agreement shall come into existence (**Commencement Date**).
- 2.3. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.4. These Terms apply to the Order to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Terms.
- 2.6. Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

3. Conditions of Hire

- 3.1. The hire of the Equipment will commence on the Delivery Date.
- 3.2. At the Delivery Date the Customer shall inspect the Equipment and inform the Supplier immediately of any defects.

4. The Services

- 4.1. The Supplier agrees to provide the Services for the Service Period subject to these Terms.
- 4.2. The Supplier shall supply the Services to the Customer in accordance with the specification set out in the Order in all material ways.
- 4.3. These Terms shall apply to the supply of Equipment, Personnel and/or Services except where application to one or the other is specified.
- 4.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5. The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 4.6. The Supplier reserves the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

5. Charges

- 5.1. The Customer shall pay to the Supplier during the Service Period the Charges in the amounts and at the intervals specified in the Order without previous demand or invoice, in full and in cleared funds to a bank account nominated in writing by the Supplier or any other payment method indicated by the Supplier.
- 5.2. Notwithstanding clause 5.1 above, the Supplier reserves the right to invoice the Customer at any time after acceptance of a written quotation from the Supplier.
- 5.3. Where the Supplier issues an invoice, payment is to be made by the Customer within 30 days of the date of the Supplier's invoice.
- 5.4. The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the higher of:
 - 5.4.1. the percentage increase in the Consumer Price Index in the preceding 12-month period; or
 - 5.4.2. 2%.The first such increase shall take effect of the first anniversary of the Commencement Date.
- 5.5. The time of all payments due shall be of the essence.
- 5.6. The Supplier's right to terminate the Agreement pursuant to clause 12 shall continue until such time as all overdue amounts (including interest) have been paid in full and shall not be deemed to be waived or otherwise impaired by the Supplier's continuance to supply any Services.
- 5.7. If the Customer fails to make any payment within the stipulated timeframe, then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 5.7.1. seize any payment made by the Customer in relation to any other contract between the Customer and the Supplier in order to fully or partially offset the amounts due under the Agreement; and
 - 5.7.2. charge the Customer interest at a daily rate of 4% per annum above the base rate for the time being of Barclays Bank plc on all sums due and accrue for the duration that such sums are overdue, such interest being calculated from the date payment was due until actual payment compounded monthly and to be payable before and after any judgment.
- 5.8. The payment of all sums must be made to the Supplier to the account and at the address specified on the Order
- 5.9. Unless stated otherwise, all amounts payable by the Customer under the Agreement are exclusive of VAT.
- 5.10. All sums due from the Customer to the Supplier shall be increased to include VAT at the rate or rates for the time being in force.
- 5.11. The Customer is solely responsible for the payment of all taxes, charges or other amounts that may be levied in respect of the payment for the Charges or for the supply of Services and shall indemnify and hold harmless the Supplier against any such amounts where payment is required.
- 5.12. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. Use of the Equipment

- 6.1. The Equipment shall be provided "as is".
- 6.2. The Supplier shall lease the Equipment to the Customer for the period as set out in the Order and subject to these Terms.
- 6.3. The Supplier shall not, other than in the exercise of its rights under the Agreement or applicable law, interfere with the Customer's quiet possession of the Equipment.
- 6.4. The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to use of the Equipment subject to these Terms).
- 6.5. The Customer is not permitted to use the Equipment for any purposes for which it is not expressly designed and as instructed by the Supplier. Usage must be in accordance with statutory provisions, regulations and applicable laws.
- 6.6. The Customer agrees that it will not:
 - 6.6.1. without the prior consent of the Supplier make any modifications, alterations, additions or attempt repairs to the Equipment;
 - 6.6.2. remove or interfere with any identification marks or plates affixed to the Equipment; or
 - 6.6.3. deface the Equipment in any way.
- 6.7. The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

7. Duties of the Supplier

- 7.1. In the event of any of the Equipment becoming temporarily unusable (subject always to the Customer's compliance with these Terms) due to any breach of these Terms by the Supplier, the Supplier shall use reasonable endeavours to make available replacement equipment (of a similar specification) for collection by the Customer within 48 hours of receipt of a written request by the Customer.
- 7.2. The Supplier may, at its own discretion, withdraw any Equipment and substitute other Equipment of similar make and type. Save as otherwise expressly provided, any replacement Equipment shall be subject to the Terms to the same extent as the Equipment.
- 7.3. In the event the Equipment is rendered unusable as a result of the Customer breach of these Terms then the Supplier may, in its sole discretion, elect to repair or replace the Equipment at cost to the Customer or terminate the rental of the Equipment.

8. Duties of the Customer

- 8.1. The Customer shall for the duration of this Agreement:
 - 8.1.1. co-operate with the Supplier in all matters relating to the Services;
 - 8.1.2. comply with all applicable laws, including health and safety laws and regulations;
 - 8.1.3. obtain and maintain all necessary licences, permissions and consents which may be required in relation to the Services, including any required before the Commencement Date or Delivery Date;
 - 8.1.4. provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, and any other location as reasonably required by the Supplier to perform its obligations under this Agreement;
 - 8.1.5. provide the Supplier with such information and materials as the Supplier may reasonably require in order to perform its obligations under this Agreement, and ensure the information is complete and accurate in all material respects;
 - 8.1.6. ensure that the Equipment is kept and operated in a suitable environment and used only for the purposes for which it is designed and set out in the Order, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - 8.1.7. take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

- 8.1.8. maintain the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was as at the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- 8.1.9. indemnify the Supplier against all fines, penalties and liabilities arising in respect of any non-compliance or contravention of any law or regulation, together with any cost or expenses incurred by the Supplier as a result;
- 8.1.10. not take or allow any of the Equipment to be taken out of the United Kingdom mainland without receiving prior written authority of the Supplier and, in the event of authority being granted, only on such terms as the Supplier stipulates;
- 8.1.11. collect from and return to the Supplier (or to/from any place the Supplier stipulates), any replacement Equipment. The replacement Equipment shall be returned within 24 hours of notification from the Supplier that the original Equipment is ready for collection, failing which the Customer will pay an additional daily charge for such, at a rate determined by the Supplier for the period where the replacement Equipment is retained by the Customer;
- 8.1.12. return the Equipment in substantially the same condition as it was at the Delivery Date (fair wear and tear only excepted);
- 8.1.13. bear the cost of the repair or rectification of any damage to the Equipment resulting from negligence or improper use of the Equipment by the Customer or any person permitted by the Customer to use the Equipment;
- 8.1.14. pay all costs incurred by the Supplier in respect of the supply and fixing of any accessories, extras or additions which may be required by law or which are fixed to the Equipment at the request of or by the Customer;
- 8.1.15. in the event the Customer's control of the Equipment is lost, take all necessary steps at its own expense to retain and recover possession of such;
- 8.1.16. permit the Supplier or its authorised representatives to enter any premises where the Equipment is held in order for inspections and tests of Equipment condition to be carried out;
- 8.1.17. notify the Supplier of any change in the Customer's address or the Equipment's location; and
- 8.1.18. ensure that the Equipment is at all times identifiable as being the Supplier's property and wherever possible ensure that a visible sign to that effect is attached to the Equipment; and
- 8.1.19. be liable for the cost for upkeep and continuously maintaining the Equipment (including any replacement Equipment supplied pursuant to clause 7.1) including but not limited to:
 - 8.1.19.1. regularly cleaning the Equipment;
 - 8.1.19.2. promptly carrying out repairs to damage to the Equipment (subject to clause 6.6.1); and
 - 8.1.19.3. regularly servicing the Equipment and keeping accurate records of the same.

9. Risk, Title and Insurance

- 9.1. The Equipment shall at all times remain the property of the Supplier, and the Customer shall have no right, title or interest in or to the Equipment (save the right to use the Equipment subject to these Terms).
- 9.2. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Customer on delivery. The Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Equipment is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Equipment is redelivered to the Supplier.
- 9.3. During the Service Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - 9.3.1. insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Supplier may from time to time nominate in writing;
 - 9.3.2. insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

- 9.3.3. insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary and advise to the Customer in writing.
- 9.4. All insurance policies procured by the Customer shall be endorsed to provide the Supplier with at least twenty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Supplier's request name the Supplier on the policies as a loss payee in relation to any claim relating to the Equipment.
- 9.5. The Customer shall be responsible for paying any deductibles due on any claims under these insurance policies.
- 9.6. The Customer shall give immediate written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.
- 9.7. If the Customer fails to effect or maintain any of the insurances required under these Terms, the Supplier shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 9.8. The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Supplier and proof of premium payment to the Supplier to confirm the insurance arrangements.

10. General Liability

- 10.1. The Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with the Customer's use of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, or anyone permitted to use the Equipment by the Customer.
- 10.2. The Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of, or in connection with the Services or any breach by the Customer of these Terms.

11. Assignment

- 11.1. The Supplier may assign and sell its rights under this Agreement and its rights in and to the Equipment.
- 11.2. The Customer shall not sell, assign, charge or create any encumbrance, security interest or sub-lease over or otherwise dispose of or abandon the Equipment, nor allow the Equipment to become a fixture on any land or property.
- 11.3. The Customer may not assign or otherwise transfer its rights under this Agreement without the prior written consent of the Supplier.

12. Termination

- 12.1. The Supplier may terminate the agreement with immediate effect by giving written notice to the Customer if:
- 12.1.1. the Customer fails to pay any Charges or other sum under this Agreement (or any other agreement made between the Supplier and the Customer);
 - 12.1.2. the Customer commits a breach of any expressed or implied terms of this Agreement or related agreement by way of act or omission Supplier;
 - 12.1.3. any distress, execution or other legal process shall be levied on or against the Equipment or any part thereof or against any premises where the same may be against any of the Customer's goods or other property or the Customer shall permit any judgment against it to remain unsatisfied for seven days; or
 - 12.1.4. the Customer, being an individual, dies, suffers an interim order (within the meaning of the Insolvency Act 1986) to be made against him or enter into a voluntary arrangement or suffer the making of a Statutory Demand or the presentation of a petition for a bankruptcy order; or similar or analogous order is made or proceedings commenced or action taken in any jurisdiction outside the United Kingdom in consequence of debt; or

- 12.1.5. the Customer, takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 12.2. The Supplier may terminate this Agreement at any time on seven days' written notice to the Customer, for any or no reason.
- 12.3. The Customer shall upon any termination under clauses 12 or 15 pay to the Supplier:
- 12.3.1. all Charges and all other sums accrued due and unpaid at the date of termination, together with interest payable under clause 5.7.2;
- 12.3.2. the cost of all repairs required as at the date of termination; and
- 12.3.3. compensation for the loss suffered by the Supplier as a result of such termination, such loss being determined by the Supplier; and
- 12.3.4. any other sums which are or become due to the Supplier or to which the Supplier is or may be entitled by way of damages including any costs or expenses incurred by the Supplier in connection with the termination of the Agreement.
- 12.4. The termination or expiry of this Agreement shall not affect the rights or remedies of the Supplier or the liabilities of the Customer subsisting at the date of termination of this Agreement.
- 12.5. On termination or expiry of this Agreement, the Customer shall no longer be in possession of the Equipment with the Supplier's consent and shall (unless otherwise agreed with the Supplier) immediately return the Equipment to the Supplier at such address as the Supplier may direct in good working condition and at the Customer's expense and risk.
- 12.6. Without prejudice to any other right or remedy available to it, the Supplier or its authorised representatives may at any time after termination or expiry of the Agreement without notice retake possession of the Equipment and for such purpose may enter any premises belonging to or in the occupation or control of the Customer.
- 12.7. The Customer shall be responsible for and shall indemnify the Supplier in respect of all costs, charges and expenses incurred in locating and retaking possession of the Equipment.

13. Continuation Payment

- 13.1. The Customer shall continue to pay the Charges in respect of the Equipment from the date of termination or expiry of the Agreement until:
- 13.1.1. such time as the Equipment is returned to the Supplier; or
- 13.1.2. if the Equipment, in the reasonable opinion of the Supplier, requires repair, such time as the Equipment is repaired to a comparable standard to the standard it was as at Delivery Date.
- 13.2. The Charges due under clause 13.1 shall be calculated at the same daily rate as the Customer had paid prior to termination or expiry, in addition to any costs, liabilities, expenses, damages or other loss suffered by the Supplier in connection with the late return of the Equipment or the Equipment being returned in standard which required repair.
- 13.3. This clause shall not confer upon the Customer any right to the continued use or possession of the Equipment.

14. Force Majeure

- 14.1. Neither party shall be in breach of this Agreement nor liable for any 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.
- 14.2. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

15. Rights and Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Waiver of Set Off

- 16.1. The Customer hereby waives all and any future claims and rights of set off against any instalment of Charges or any payment due as per these Terms and agrees to pay the Charges and other amounts hereunder regardless of any equity, set off or counter-claim on the part of the Customer against the Supplier.
- 16.2. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.3. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Notice

- 17.1. Any notice given to a party under or in connection with this Agreement shall be in writing and be:
 - 17.1.1. delivered by hand or by pre-paid first class post or other next working day delivery working service as the address as specified in the Order by the Supplier; or
 - 17.1.2. sent by email to the address specified in the Order.
- 17.2. Any notice shall be deemed to have been received if:
 - 17.2.1. delivered by hand at the time the notice is left at the proper address; or
 - 17.2.2. if sent by pre-paid first class post next working day delivery service, at 9:00am on the second Business Day after posting;
 - 17.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, where business hours resume. In this clause 17.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18. General

- 18.1. Where there are two or more parties to this Agreement that are the Customer their liability shall be joint and several.
- 18.2. In this Agreement and where the context so admits or requires the masculine gender shall include the feminine or neuter (and vice versa) and expressions in the singular shall include the plural.
- 18.3. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision in question shall not be affected thereby.
- 18.4. This Agreement shall be governed by English law. The Customer irrevocably submits to the exclusive jurisdiction of the English Courts.
- 18.5. The headings in these Terms are for convenience only and shall not affect interpretation.
- 18.6. No term of the Agreement are enforceable under the Contracts (Rights of Third Parties" Act 1999 by a person who is not a party to this Agreement.