



EQUIPMENT HIRE TERMS AND CONDITIONS

These terms and conditions (**Terms**) shall apply to any provision of equipment and/or services of Personnel (as defined herein) by Cutcam Ltd (**Cutcam**) to the hirer of such equipment and/or Personnel (**Hirer**). All dealings between Hirer and Cutcam will be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which Hirer purports to apply under any quote approval, purchase order, confirmation of order, specification or other document and including any term implied by law, (so far as is possible), trade, custom, practice or course of dealing).

1 Interpretation

1.1 In these Terms the following definitions shall apply:

Agreement means the agreement between Cutcam and Hirer for the provision of Equipment and/or services of Personnel as set out in these Terms and the Equipment Rental Agreement and/or delivery note or other document provided by Cutcam to Hirer;

Equipment means the equipment to be provided by Cutcam, as more specifically set out in an Equipment Rental Agreement and such term shall include any repaired or replaced equipment;

Equipment Rental Agreement means the rental agreement document provided by Cutcam to Hirer setting out the key terms of the hire, such as the amount of Hire Charge, duration of the Hire Period and specification of the Equipment (and Personnel if applicable);

Hire Charges means the sums payable for the hire of the Equipment during the Hire Period, as set out in an Equipment Rental Agreement or notified by Cutcam to Hirer;

Hire Period has the meaning given to it in clause 2.1 of these Terms; and

Personnel means the employees of Cutcam whose services are provided to Hirer during the Hire Period as technicians in respect of the Equipment.

1.2 In these Terms, unless the context otherwise requires:

- (a) the headings are inserted for convenience only and shall not affect the interpretation of this Agreement in any way; and
- (b) use of the singular includes the plural and vice versa, and use of any gender includes the other genders.

2 Hire Period

2.1 The Hire Period shall commence immediately upon the Equipment leaving Cutcam's premises (or such other premises as may be notified to Hirer), unless stated

otherwise in an Equipment Rental Agreement, and shall continue until the later of:

- (a) the end of the contractual hire period as set out in an Equipment Rental Agreement and/or delivery note, as applicable, provided by Cutcam; or
- (b) receipt by Cutcam of all Equipment in good condition suitable for re-hire (fair wear and tear excepted); or
- (c) if destroyed, damaged or lost, the date at which the Equipment is repaired or replaced by an equivalent item and the Equipment is available for re-hire,

(the **Hire Period**).

3 Title, delivery and risk

The Equipment shall at all times remain the property of Cutcam. The risk of loss, theft, damage or destruction of the Equipment shall pass to Hirer on commencement of the Hire Period. The Equipment shall remain at Hirer's sole risk during the Hire Period and, if applicable, any further term during which the Equipment is in Hirer's possession, custody or control.

4 Payment terms

- 4.1 The Hire Charges shall be payable for the duration of the Hire Period and shall accrue on a or weekly basis (or as otherwise specified in an Equipment Rental Agreement). Where the Equipment is expressed to be hired on a weekly basis, a week shall mean a period of 7 consecutive days. Cutcam shall submit an invoice to Hirer setting out the Hire Charges and any other applicable sums payable.
- 4.2 The Hire Charges and any other applicable charges shall be payable within 30 days of the date of the invoice. If Hirer fails to make any payment due to Cutcam under the Agreement by the due date for payment, then, without limiting Cutcam's rights and remedies, Hirer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Hirer shall pay the interest together with the overdue amount.
- 4.3 All Hire Charges are stated exclusive of VAT, which shall be charged on the amount payable in accordance with the relevant local regulations in force at the time of making the relevant taxable supply and as set out in the relevant Equipment Rental Agreement.
- 4.4 In the event the Equipment is destroyed, damaged or lost during the Hire Period, the Hire Charges shall continue to be payable until the Equipment is repaired or replaced by

an equivalent item and the Equipment is available for re-hire.

- 4.5 A deposit may be payable by Hirer to Cutcam against default by Hirer of payment of the Hire Charges or any loss or damage caused to the Equipment (**Deposit**). A Deposit is only payable if specified by Cutcam in an Equipment Rental Agreement or otherwise notified to Hirer in advance of the Hire Period. The amount of such Deposit shall be specified in an Equipment Rental Agreement or otherwise notified to Hirer by Cutcam in writing. If Hirer fails without due cause to make payment of any Hire Charges (or any other applicable charges) in accordance with this Agreement, or causes any loss or damage to the Equipment (in whole or in part), Cutcam shall be entitled to apply the Deposit against such default, loss or damage. The Deposit (or balance thereof) shall be refundable within fourteen (14) days of the end of the Hire Period.

5 Insurance

- 5.1 Hirer shall, at its own expense, obtain and maintain the following insurances throughout the Hire Period:
- (a) 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 Cutcam may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Cutcam 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/or the Personnel; and
 - (c) any other insurance (i) that may be required by law against such other or further risks relating to the Equipment and/or the Personnel (if applicable) as may be required by law; and (ii) that Cutcam may from time to time consider reasonably necessary and advise to Hirer.

The policies described in clause 5.1(a) to (c) inclusive shall be together referred to as the **Policies**.

- 5.2 Cutcam may request the Hirer to add Cutcam as a loss payee on the Policies in relation to any claim relating to the Equipment and/or the Personnel and shall, prior to the commencement of the Hire Period, give notice to the insurer of Cutcam's interest in the Policies. Hirer shall, on demand, supply to Cutcam copies of the relevant Policies or other insurance confirmation acceptable to Cutcam and proof of premium payment to confirm the insurance arrangements.
- 5.3 Hirer shall give immediate written notice to Cutcam in the event of any loss, accident or damage to the Equipment and/or involving the Personnel arising out of or in connection with Hirer's possession or use of the Equipment and the associated provision of the services of the Personnel. Hirer shall, at its own cost, assist Cutcam in securing the settlement of any claim and payment to Cutcam of the value of such claim. If requested by Cutcam, Cutcam shall have the right to take over any such

insurance claim and shall have exclusive conduct of all negotiations and settlement in connection with the claim.

- 5.4 If Hirer fails to effect or maintain any of the Policies required under this Agreement, Cutcam 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 Hirer.

6 Condition and use of Equipment

- 6.1 Cutcam warrants and represents that the Equipment shall be provided in good working condition, shall be suitable for the purposes contemplated by the parties under the Agreement.
- 6.2 If, during the Hire Period, the Equipment becomes defective through no fault of Hirer, Cutcam will endeavour to replace or repair the Equipment as soon as reasonably practicable and may, at its sole discretion, either:
- (a) replace or repair the Equipment (or defective part thereof), provided that the Equipment is returned promptly to Cutcam at the place from which it was hired. In such instance, Cutcam shall pay the reasonable costs of carriage, insurance and handling charges; or
 - (b) pay the reasonable cost of repair or replacement of the Equipment (or defective part thereof) by a third party approved by Cutcam for that purpose and on terms acceptable to Cutcam.
- 6.3 Hirer shall not be liable for any Hire Charges during the period in which the Equipment is unavailable for use by the Hirer where such unavailability is due to a defect in the Equipment through no fault of Hirer.
- 6.4 During the Hire Period, Hirer shall:
- (a) ensure that all Equipment is used and operated in the proper and skilful manner, in accordance with any operating instructions and only by persons having the appropriate qualifications, skills and experience in the use and operation of the Equipment;
 - (b) take proper care of the Equipment, ensure that it is kept clean and dry and safely and properly stored and (without prejudice to the generality of the foregoing) ensure it is kept in a securely locked place when not in use;
 - (c) allow Cutcam or its agents or personnel at all reasonable times access to the Equipment for the purpose of examining the condition thereof;
 - (d) retain possession and control of the Equipment and will not purport to sell, loan, assign, pledge or encumber it, or permit any lien to be created over it or any part of it;
 - (e) obtain all necessary licences, permits and permissions for the use of the Equipment or the services of the Personnel and shall not use the Equipment, or permit the same to be used, contrary to law or any regulation or byelaw for the same time being in force in any country; and

- (f) take such steps as are sufficient to ensure that the Equipment and its operations (including without limitation the Personnel) are treated and/or used in accordance with all relevant laws and regulations, including without limitation in respect of health and safety;
 - (g) not make modifications or alterations to the Equipment or attempt to repair the Equipment (or any part thereof); and
 - (h) not do or permit to be done anything which could invalidate the Policies.
- 6.5 The Hirer will not, without providing prior notice to Cutcam, remove or allow the Equipment to be removed outside the UK, or to be used in any abnormal or hazardous situation. Hirer shall be responsible for obtaining all relevant clearances and consents and custom duties, if applicable, needed to transport and use the Equipment outside of the UK (including without limitation any necessary customs clearances and documentation) and for all associated charges.
- 6.6 Any Personnel that: (i) attend any premises of the Hirer or any other premises or location at the request of the Hirer; or (ii) use the Equipment at such premises or location or otherwise at the instruction or request of the Hirer, shall be under the Hirer's supervision. The Hirer shall ensure that all statutory, regulatory and other relevant obligations of all kinds are adhered to, in particular in respect of ensuring a safe working environment for any such Personnel.

7 Termination and return of Equipment

- 7.1 Cutcam shall have the right to terminate this Agreement with immediate effect by written notice to Hirer if Hirer either: i) commits a material breach of this Agreement and fails to remedy that breach within 7 days after receipt of written notice requesting its remedy; or ii) makes any voluntary arrangement or composition with Hirer's creditors, or has a receiver or administrator appointed over all or any part of Hirer's, or iii) brings or commences, or is the subject of, (except as part of a bona fide scheme of reconstruction or amalgamation) winding-up, bankruptcy or any other insolvency proceedings.
- 7.2 On termination of the Hire Period in accordance with clause 7.1, Hirer shall promptly return the Equipment to Cutcam at the Cutcam premises from which the Equipment was hired, or such other address as Cutcam may reasonably nominate and in any event within 3 days of receipt of a termination notice. Upon termination of this Agreement, however caused, or should Hirer fail to return the Equipment to Cutcam, or be otherwise in breach of this Agreement, Cutcam's consent to Hirer's possession of the Equipment shall terminate and Cutcam may, by its authorised representatives, without notice and at Hirer's expense, retake possession of the Equipment and for this purpose may enter any premises at which the Equipment is located.
- 7.3 Termination shall not affect any of Cutcam's rights, obligations or remedies that have accrued prior to the date of termination.

- 7.4 Cutcam hereby agrees and acknowledges that ownership of all film, visual, audio visual content or other data made using the Equipment during the Hire Period (**Materials**) shall vest in Hirer and in the event Cutcam acquires any right, title or interest in such Materials, Cutcam hereby assigns such right, title or interest in such Materials to the Hirer. Cutcam shall not be liable for any Materials left in the Equipment on its return to Cutcam.

8 Liability and indemnity

- 8.1 Nothing in this Agreement shall exclude or in any way limit: i) either party's liability for death or personal injury caused by its own negligence; ii) either party's liability for fraud or fraudulent misrepresentation; or iii) any other liability which cannot be excluded or limited by law.
- 8.2 This Agreement sets forth the full extent of Cutcam's obligations and liabilities in respect of the Equipment (and Personnel, to the extent applicable) and its hiring to Hirer. There are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Cutcam except as specifically stated in this Agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this Agreement, whether by statute, common law or otherwise, is expressly excluded.
- 8.3 Without prejudice to Clause 8.1, Cutcam shall not be liable under this Agreement for any loss of profit, loss of revenue, loss of business, or indirect or consequential loss or damage, in each case, however caused, even if foreseeable.
- 8.4 For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, Cutcam shall not be responsible or liable for any act(s) or omission(s) of: (i) any technicians or personnel engaged by Hirer; or (ii) any technicians or personnel (including the Personnel) under the control and direction of Hirer, in relation to the Equipment or its use and/or operation during the Hire Period.
- 8.5 Hirer acknowledges that Cutcam shall not be responsible for any failure of the Equipment nor for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by Hirer or its officers, employees, agents and/or contractors, and Hirer shall indemnify Cutcam on demand against any and all claims, actions, proceedings, demands, injury, death, penalties, damages, losses, liabilities, costs and expenses of whatever nature (including, without limitation, any damages or compensation paid by Cutcam on legal advice to compromise or settle any claim and any reasonable external legal fees) (**Losses**) suffered or incurred by Cutcam and arising out of any breach or alleged breach of any provision of this Agreement.
- 8.6 Hirer shall also indemnify Cutcam on demand against any and all Losses in respect of all claims by any third party or Personnel for personal injury or damage to personal property caused by or in connection with or arising out of the storage, transportation, use or hire of the Equipment or

the Personnel (whilst under the direction and/or control of Hirer) during the Hire Period.

9 Miscellaneous

- 9.1 No variation of this Agreement shall be effective unless it is in writing and is duly executed by or on behalf of each of the parties. In the event that Hirer requests any amendments to this Agreement, Cutcam reserves the right to charge Hirer for the reasonable legal costs and expenses incurred by Cutcam in relation to such request and Hirer shall pay such sums on receipt of a valid invoice.
- 9.2 This Agreement contains the entire agreement and understanding of the parties in relation to the subject-matter of this Agreement and supersedes any previous agreement or understanding (whether oral or written) between the parties.
- 9.3 Neither party may assign or otherwise dispose of any of such party's rights or obligations under this Agreement without the other party's prior written consent.
- 9.4 Nothing in this Agreement shall constitute a partnership, joint venture, relationship of agency or contract of employment between the parties.
- 9.5 No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy. The express rights and remedies provided by this Agreement are cumulative and, except as otherwise stated in this Agreement, do not exclude any other rights or remedies provided by law.
- 9.6 Both parties shall i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); ii) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; iii) promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; iv) upon request, certify to the other in writing, compliance with this clause 9.6 by the relevant party and all persons associated with it. Both parties shall provide such supporting evidence of compliance as the other party may reasonably request.
- 9.7 Cutcam shall not be liable for any failure or delay in the performance of any of Cutcam's obligations under this Agreement caused by any circumstances beyond Cutcam's reasonable control.
- 9.8 If a provision of this Agreement is, becomes or is found to be illegal, invalid or unenforceable (in whole or in part), the legality, validity and enforceability of the remainder of this Agreement shall not be affected.
- 9.9 This Agreement is made for the benefit of the parties to it and is not intended to benefit, or to be enforceable by, any other person.

9.10 Neither party shall at any time, whether before or after the termination of the Hire Period, use or disclose any confidential information relating to the other party's business or affairs, except as authorised or required for the purposes of this Agreement or to the extent required by law or any competent authority or in confidence to that party's professional advisers.

9.11 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law. Each party irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the English courts