

Wild Films Ltd Terms and Conditions of Equipment Hire

- A. The Terms and Conditions outlined on this page (hereafter referred to as 'the Conditions') dictate the conditions of hire of any goods, products, services, materials or items (hereafter referred to as 'the equipment') supplied or provided by *Wild Films Ltd* (hereafter referred to as 'we', 'us' or 'the Company') to the customer, company, person or firm (hereafter referred to as 'you' or 'the Account Holder').
- B. The Account Holder acknowledges and agrees by placing orders with the Company that:
- i. This is a business transaction into which both parties are freely entering.
 - ii. There are clauses contained in these Conditions which exclude, limit or modify the liability of the Company, its directors, servants and agents and provide a right to indemnity from the Account Holder in certain circumstances.
1. The Company enters into all agreements with the Account Holder solely on the terms of these Conditions and no representation or warranty collateral or otherwise shall bind the Company and no statement made by any representative by or on, behalf of the Company shall vary these conditions unless such representation warranty or statement shall be made in writing and signed by a director of the Company and shall be stated to be made specifically in pursuance of this Clause 1 of these Conditions. The Company shall not be bound by any Conditions of business of the Account Holder unless such conditions are expressly accepted by the Company by a statement made in writing signed by a director and stated to be made specifically in pursuance of this Clause 1 as aforesaid. Where there is any variance between the Account Holders conditions and these Conditions, these Conditions shall prevail.
2. Eligibility and Responsibility
- A. The Company will only hire to UK addresses and as such, Account Holders must be resident to the UK with a permanent UK address. For those not on the mainland but are still part of the UK, please contact us before booking to see if we're able to ship to you.
 - B. All Account Holders must be aged 18 or over. Furthermore, by hiring, the Account Holder asserts that they are free of any criminal record and have never filed for bankruptcy nor have ever had a County Court Judgement issued against them.
 - C. For the duration of any hire, Account Holders assume responsibility and liability for any equipment the Company may provide. Any loss, damage or any other claim will be the sole responsibility of the Account Holder and not any third party, regardless of the nature or type of the claim. By hiring, the Account Holder asserts that the Company will not be held responsible, nor any claim be made against the Company for any damage, injury, loss or any other claim caused to any persons, property or possessions caused by proper or improper use of any equipment the Company may have provided.
3. In so far as any exclusion, limitation or modification of liability or indemnity hereinafter appears, the Company contracts on behalf of itself its directors servants and agents and the same shall inure to the benefit not only of the Company but also for its directors, servants and agents.
4. All quotations are made by the Company without obligation.
5. Bookings/Orders
- A. The Company reserves the right to refuse the acceptance of any order without assigning any reason for such refusal.
 - B. Orders may be placed verbally or in writing and thereupon such orders become binding provided that all cancellations will only be effective if given in writing by the Account Holder.
6. Period of Hire
- A. The hire charge for equipment commences from whichever is the earlier of the time the equipment is made available to the Account Holder or leaves the Company's premises and is terminated at the end of the agreed hire period or when the equipment is returned there whichever is the later.
 - B. The hire period will be deemed to continue until such times as any damaged equipment is repaired, or any equipment that is lost, stolen, or damaged beyond repair is replaced; provided that the amount of any additional hire charge payable as a direct result of theft, accidental loss or damage to equipment shall not exceed 13 weeks rental.
 - C. Where equipment is delivered or collected by the Company such delivery or collection is at the Account Holders risk and expense and the Account Holder shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves the Company's premises until it is returned to the Company's premises whether or not the equipment is being delivered or collected by the Company or is in the custody of the Company, its directors, servants or agents.
7. Payment

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- A. For Account Holders hiring for the first time, invoices are for immediate cash settlement without deduction prior to the period of hire.
- B. For subsequent hires, invoices for immediate cash settlement without deduction prior to the period of hire are at the Company's discretion. The Company reserves the right to request full payment in advance of any hire and is not obliged to offer credit with subsequent hires, nor is it obliged to provide its reasoning or justification for such a decision.
- C. Sums not paid when due shall without prejudice to any other rights of the Company carry an administration charge of £30 plus VAT per month. The company shall also be entitled to collect interest from the due date of payment at the rate of 2% per month or part thereof.
- D. In the case of default by the Account Holder in paying any sums due, the Company reserves the right to either withhold any equipment or facilities which are the subject of any contract with the Account Holder and/or cancel any subsequent contract with the Account Holder, without prior notice.
- E. The Company shall be entitled to determine the contract without notice in the event of the bankruptcy insolvency or liquidation of the Account Holder (as the case may be) at any time during the contract.
- F. The Company reserves the right to make a charge in respect of any costs or expenses incurred by the Company on account of the Account Holder for any contracts which are subsequently cancelled.

8. The Company's & Account Holders Liabilities

Where in these Conditions the liability of the Company in respect of any loss or damage is excluded or modified in any way, the Company does not intend or seek to purport thereby to exclude, restrict or modify its liability for the death or personal injury to any person resulting from negligence as defined in section 1 of the Unfair Contract Terms Act 1977 and these conditions shall have effect. Accordingly, nothing in these Conditions is intended to exclude, restrict or modify liability on the part of the Company for any breach of the obligations arising from section 12 of the Sale of Goods Act 1893 or section 8 of the Supply of Goods Implied Terms Act 1973 and these conditions shall have effect accordingly.

- A. Whilst the company shall make every effort to assist the Account Holder with technical know how and experience and shall provide general advice and service the Company shall not guarantee that the Account Holder will achieve their intended result by the use of hired equipment and other facilities.
- B. Notwithstanding the terms of any condition contained warranties or representations, whether express or implied and whether statutory or otherwise, the Company shall not be liable in any way for loss, damage, loss of profits or of contracts or of any other consequential loss of any kind suffered by the Account Holder or any third party or any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries there to or any delay in any equipment or ancillaries being available or any failure, error or mistake by technicians or other staff of any failure, error or mistake by any technicians or other staff of any nature provided by the Company.
- C. The Company shall not be liable for any delay or other breach resulting from wars, strikes, lockout restrictions, non availability of goods, materials or labour or owing to any other cause whatever beyond its control.
- D. Time is not of the essence of any contract with the Account Holder and the Company shall not be liable for any delays in the supply of equipment, materials and services by it, or any losses whatsoever due to any such delays howsoever caused.
- E. All equipment and materials entrusted to the Company and all equipment, materials and services supplied by the Company are entirely at the Account Holders risk. The Company shall not in any circumstances be liable for loss or damage of any kind, howsoever caused. The Company shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.
- F. The Account Holder shall be required to insure its materials and its work and operations against any loss, damage or liability caused by or arising out of or in connection with equipment materials or services supplied by the Company or any contract with the Company, the Account Holder shall inform insurers of these Conditions and shall ensure that its policy is endorsed to the effect that there shall be no recourse against the Company.
- G. The Account Holder shall at all times keep the Company, its directors, employees, servants, agents and licensees fully indemnified against all actions, proceedings, expenses, costs, charges, claims and demands whatsoever which may be made or brought against the Company, its employees, servants, agents or licensees by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with equipment or services provided by the Company or for breach of copyright or any other proprietary or other rights of third parties generally resulting from compliance with the Account Holders instructions, even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of the Company, its directors, servants or agents.
- H. The Account Holder shall further compensate the Company for any loss which the Company may suffer as a result of variation of any order for the supply of equipment, materials or services or failure to return any hired equipment to the Company's premises at the termination of the agreed hire period in good condition; fair wear and tear expected; or for any breach by the Account Holder of these Conditions.

9. The Account Holders Insurance

Without specific written agreement to the contrary prior to the commencement of the hire period, the Account Holder shall effect its own insurance on the equipment. The Account Holder shall ensure that the Company's interest is noted by insurers and shall notify the Company accordingly and give such other details of the policy or policies as the Company may require. The Account Holder's policy shall be in terms no less favourable than those provided by the company (full

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details of which will be supplied on request) and in any event shall provide cover for all loss or damage whatsoever to the equipment including, but not limited to: The full replacement value of the equipment, the full cost of repairing any damage and the continuing hire charges detailed in clause 6(b) above. Particulars of replacement values, repair costs and daily rates for continuing hire will be supplied by the company on request as appropriate.

10. Late Returns

- A. In the event of the equipment failing to be returned on the agreed date specified in the original booking, the Company will charge the Account Holder the cost of a single day's rental of the equipment for every 24 hours the equipment is not returned to the Company after the initial hire period has ended, irrespective of any reduction or discount that may have been negotiated on the original booking.
- B. If the Account Holder wishes to extend a booking, whether before or during the actual hire period, you must contact the Company in writing to request the extension. This extension may or may not be granted and is at the Company's discretion. Should the product be available for the requested extended period, the Company will grant the extension subject to an additional charge. This charge will be made at the time of extension and will be to the value of the difference between the original hire period and the total amended hire period.

11. Failure to return equipment/Damaged equipment

- A. The Account Holder shall pay to the Company the full replacement value of hired equipment not returned or the full cost of repairing any damage together with any additional hire charge calculated in accordance with Clause 6 of these Conditions due to loss or damage.
- B. Where the package is not returned when due and the Account Holder has failed to contact the Company with an explanation or where no hire extension has been agreed, the Company may deem the equipment stolen and inform the police. The Account Holder will be charged the full replacement value of all missing equipment.

12. Cancellation

Cancellations must be made in writing a minimum of 48 hours in advance of the start of the hire period. If notice of cancellation of booking is received by the Company at 24 hours or less notice, then the booking will be charged at full rate. Similarly, bookings cancelled at 48 hours or less will be charged at 50% of the rate.

13. Use of Equipment

- A. The equipment must not be used on any abnormal or hazardous assignment or any activity other than the original intended purpose of the equipment. Account Holders must keep hired equipment in their custody and must ensure that it is used in a skilful manner by persons having the appropriate qualifications and experience and who are familiar with the type of equipment. Account Holders must protect the equipment from the elements and take all reasonable, adequate and proper precautions for its safety and to protect the equipment from theft, damage and any other risks.
- B. Without the previous consent of the Company, the equipment must not be taken out of mainland United Kingdom or taken from the ground other than on a regular scheduled flight by an airline recognised by IATA, or transported overseas or over any body of water.
- C. Under no circumstances may Account Holders alter, add to, modify, adapt, open, take apart, disassemble or misuse the equipment hired to them by the Company or dismantle other than any intended operational function required to use the equipment, nor to affix, install thereon or insert therein any accessory, equipment or device incompatible with its proper use.

14. Condition of Goods

- A. All equipment is checked and inspected prior to dispatch. All equipment supplied by the Company shall be examined and checked and subjected to appropriate tests by the Account Holder before being taken into use and if found to be defective or deficient will be replaced or defects and deficiencies remedied by the Company without additional charge, but in no circumstances shall the Company be liable for transportation charges or for any loss or damage of whatever kind howsoever caused arising out of or in connection with the use or the inability to use the equipment supplied or agreed to be supplied.
- B. By accepting the equipment, the Account Holder agrees that all equipment is free from damage and in good working condition. In the event of any damage, you must inform us in writing on the day of delivery and as soon as possible. If no communication is made on the day of delivery, it is assumed that the equipment was free of any defects and when the equipment is returned, any damage or missing items will be attributed to the Account Holder's hire and the Account Holder will be charged as necessary for any repair or replacement.
- C. The Company shall at its own expense at all times during the hire period make any repair or supply such replacement of equipment as may be necessitated by ordinary wear and tear provided that the Account Holder returns any equipment needing attention to the Company's premises, carriage insurance and handling charges including charges for the return journey of repaired or replacement equipment to be paid by the Account Holder. The Company will suspend the payment of hire charge during the period in which the equipment is out of service or until it is replaced as the case may be, but the Company shall in no circumstances be liable to the Account Holder for any loss or damage or expense incurred or sustained in connection with or resulting from the return or repair or replacement of such equipment.

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- D. All cleaning, maintenance, repair and general up keep of the equipment will be undertaken by the Company or a third party of its choosing on the Company's behalf and is not permitted by the Account Holder, with the exception of maintaining and returning the equipment in a clean and tidy state.
- E. The equipment must be returned by the Account Holder in the condition in which it was received and in good working order. Fair wear and tear is to be expected with any rental products. Minor cosmetic defects may not be considered damage providing it does not inhibit the functionality of the equipment in any way nor undermine the professional appearance and presentation of the Company's equipment and reputation.

15. Title

- A. All equipment on hire shall at all times remain the absolute property of the Company and no proprietary or other interest in the said equipment shall vest in or pass to the Account Holder except that it is hired to the Account Holder for an agreed period, with the Account Holder accepting responsibility for the safekeeping of the equipment whilst in their possession.
- B. The Account Holder must not sublet, hire, rent, assign, lease, sell, assign, pledge or otherwise loan the equipment to any third party, for profit or not. The Company may terminate any hiring forthwith and without notice in the event of a Account Holder making any attempt to do so or doing any act or omitting to do any act which in the opinion of the Company jeopardises the Company's rights in the equipment or becoming the subject of any bankruptcy or liquidation proceedings or becoming insolvent or allowing any judgment or well founded claim to remain unsatisfied or failing to pay any hire charge or other sum due to the Company or failing to comply with these Conditions.
- C. The Account Holder agrees that a representative of the Company may enter upon any premises upon which hired equipment may be kept or reasonably believed to be kept for the purpose of its recovery at the termination of any hiring period, and where such equipment is on premises not occupied or under the control of the Account Holder, the Account Holder undertakes to secure for the Company permission to enter for such purposes and the Account Holder shall compensate the Company for any costs incurred in repossessing hired equipment.

16. Account Holders Property

The Company shall have a general lien upon all materials now or at any time in its possession belonging to the Account Holder for any sum for the time being due to the Company.

17. General

No acceptance of the return or repossession of the equipment nor the granting of any indulgence by the Company shall constitute a waiver by the Company of any of its rights under these Conditions.

18. Any advice, instruction, guidance, representation or statement in connection with or in relation to the nature and use and application of any equipment supplied by the Company given or made by any director or any servant or agent of the Company or by any technician whose services are supplied to the Account Holder is given or made only on the condition that the Company shall in no circumstances be liable therefore or for loss or damage of any kind resulting therefrom howsoever caused. No recommendation or nomination by the Company of any person whose services the Account Holder engages shall in any circumstances render the Company its director's servants or agents liable for any loss or damage of any kind resulting therefrom or connected therewith however caused.

19. By hiring from the Company, you agree to be bound by the conditions directed on this page. These conditions shall be governed by and interpreted according to English Law.

I have read and understood the terms and conditions stated and agree to abide by the rules of these conditions:

Authorised Signatory: Dated:

Print Name: Position:

Full Company Name: