

**DEFINITIVE TELEVISION LIMITED**  
**TERMS OF BUSINESS**  
**WET HIRE**

**Agreement and acceptance**

1 These are the terms upon which we agree to provide you with the technician(s) and equipment, details of which appear overleaf. These are the only terms agreed between us and no variation that is not recorded in writing signed by authorised signatories for both parties is valid. These terms constitute a legally binding agreement between us so you must ensure that you fully understand them before signing them. You should return one signed copy to us but they are binding whether you do so or not.

**Definitions**

2 In these terms 'we' or 'us' means DEFINITIVE TELEVISION LIMITED, 'you' means the customer named overleaf, 'technician(s)' means any person(s) whether our employee, worker or subcontractor provided by us under these terms, 'equipment' means equipment of any sort including but not limited to cameras, sound equipment, accessories, protective cases and consumables supplied by us, 'these terms' means these terms of business and 'the regulations' means The Working Time Regulations 1998 (as amended) or their equivalent in any other EU or other country in which a technician may be required to work.

**Orders and instructions**

3 We will accept oral orders from you and they will be binding on you but if they are not confirmed in writing by 17:00 on the second day after the oral order is received we will not be responsible if the requested technicians or equipment are not available. You alone will be responsible for any misunderstanding or confusion concerning any orders to us or instructions to technicians, which are not in writing or subsequently confirmed in writing.

**Charges**

4 We will charge you in accordance with our published rates for the technicians or equipment specified unless other agreed rates are set out overleaf. Our rates are subject to variation from time to time and we will give you as much notice of any variation as we reasonably can.

5 Our full day rates apply to equipment returned late (ignoring any discount that may have previously been allowed in respect to the hire) part of a day counting as a whole day.

6 Detaining technicians or returning equipment late may mean that we are unable to fulfil an obligation to another customer. If that occurs and we are we suffer loss related to our failing to supply another customer you will be responsible for that loss.

7 In the event that we are obliged to recover equipment because it is not returned to us you will meet all our reasonable charges of and associated with such recovery.

**Insurance**

8 You WARRANT that you have in place a policy of insurance in respect of any death or injury to or caused by the technicians providing cover of not less than £5 million in any one claim.

9 You must provide us with evidence of insurance of hired in equipment insurance, to a sum insured sufficient to cover the value of the hired equipment, and it must include our loss of hire charges for up to 13 weeks loss of hire.

**Recovery of equipment**

10 You must return all equipment to us on demand. In the event of non-return you will cooperate with us over recovery of equipment. If equipment is left in premises to which you have lawful access you authorise us to enter into those premises for the purposes of effecting recovery. If equipment is not in premises to which you have lawful access you will cooperate in gaining lawful access for the purpose of effecting such recovery.

**Technicians' rates and hours**

11 Technicians' normal working is ten hours per day with a paid break for lunch of not less than half an hour in that ten hours period. If the technician is working from home then normal working includes travelling time from and back to Charing Cross, London UK. If the technician is working away from home then normal working commences from and ends on return to the technician's temporary accommodation.

12 If a technician is required and agrees to work further hours then the rate will be one and a half times our standard (non-discounted) rate for that technician. Any work carried out between the hours of midnight and 06:00 is charged at twice our standard (non-discounted) rate for that technician.

13 You are responsible for ensuring that no technician's hours of work exceed the limit prescribed in the regulations. You are responsible for obtaining the technician's permissible consent in writing as required by the regulations to any extension of hours.

**Technicians' expenses**

14 You will be charged for all reasonable expenses incurred by technicians hired by you including but not limited to mileage to and from Charing Cross or local accommodation as applies, accommodation and meals, parking, congestion charges and road, bridge and tunnel tolls and the like.

**Value added tax**

15 We will charge you value added tax in accordance with the VAT Regulations and at the prevailing rate.

### **Cancellation or curtailment**

16 If you cancel your order or part of it in advance of the commencement date/time overleaf then you will pay us by way of cancellation charge a proportion of the total charge for the order as follows:

More than 48 hours before commencement 25% payable  
 From 24 to 48 hours before commencement 50% payable  
 Less than 24 hours before commencement 100% payable

In reckoning the period of notice given weekends and public holidays are not included.

17 If you curtail your order whether in terms of numbers of technicians or period for which they are required or in terms of the equipment required or the period for which it is required there will be a pro rata reduction in our charge but the cancellation charges set out above will apply.

### **Lawful Use**

18 You WARRANT to us that the use to which you put equipment hired to you by us will in all cases be lawful in the place where it is used and that technicians will not be asked to take part in or be an accessory to any unlawful act.

19 You are responsible for the provision of a safe working place and system and for compliance with all health, safety, conservation and environmental regulations in the place where technicians are asked to work and equipment is used.  
 Selection of equipment

20 Although we will provide general information concerning our equipment we are not responsible for its selection by you or if you select equipment which proves unsuitable for your project or if you are unable for any reason to complete your project.

21 We will supply you with competent technician(s) and suitable equipment in accordance with your order. If you have any problems in connection with either technicians or equipment you must raise them with us within one hour of the commencement of the assignment or our full charges will be payable in any event. Thereafter you are responsible for the work of any technician(s) and for the equipment in every respect and we are not liable to you or to any third party (including but not limited to any insurers you may have) for any loss caused by unsuitability or failure of equipment.

### **Liability limitation**

22 The limit on our liability to you is restricted to that permitted by law and the limit does not extend to any liability for death or personal injury.

23 Our directors agents and technicians shall be entitled to the benefit of the limitations on our liability in accordance with the provisions of the Contracts (Rights of Third

Parties) Act 1999 ('the Act') but no further third party rights are conferred on any other party although any third party right which exists or is available independently of that Act is preserved. No person who benefits under the Act is entitled to be consulted before a variation in these terms is agreed.

### **Care of equipment**

24 You must exercise all proper care and skill in the use of the equipment and you must accept any limitation on its use notified by us or by technicians. You must maintain the equipment in good and substantial repair and except for fair wear and tear will be liable for any failure of maintenance or repair.

25 You may make no modification of any sort to the equipment, its specification or appearance. Its outer case may not be opened except by a technician or other person authorised by us.

26 If for technical reasons we wish equipment to be used only by a technician we will notify you of that and you will meet the cost of our hiring to you an appropriate technician on these terms.

27 You may not under any circumstances drive or authorise any other person to drive any vehicle used by technicians whether that vehicle is our property or not.

### **Goods deposited with us**

28 If you deposit any goods with us for any reason we hold them entirely at your risk and we are entitled to exercise a lien over them in respect of any amounts due to us from you.

### **Ownership of equipment**

29 All equipment hired by us to you is either our property or lawfully held by us. While it is in your possession under these terms you hold it as our bailee and you may not part with it whether by loan, sale, hire, deposit or otherwise and you may not pledge it or otherwise act in connection with it in any circumstances in any manner inconsistent with our rights in respect of it.

30 If at any time during the currency of the hire you become insolvent or are unable to meet your financial liabilities or compound with or otherwise enter into any agreement with your creditors for the delay of payment of your debts or for their reduction you are immediately to inform us of such insolvency, inability, compounding or agreement and to return the equipment to us.

### **Notices**

31 Any notice to be given in accordance with these terms may be given in any of the following ways: -

- a. Personally by being handed to the intended recipient or to a director of that recipient
- b. By first class post addressed to the last notified address of the intended recipient

and any notice given by post shall be deemed to have been served at the expiration of two clear business days after the same correctly addressed and prepaid shall have been posted

c. By email transmission addressed to the last notified email address of the recipient and any notice given by email shall (in the absence of bounce-back) be deemed to have been served on the business day next following the date of dispatch

### **Totality of agreement**

32 This agreement represents the totality of the agreement between the parties to it and supersedes all other agreements between them whether oral or recorded in any form

### **Headings**

33 The headings to this agreement (and any table of contents provided with it) are for the purposes of identification only and are to be ignored in construing the agreement

### **Dispute Resolution**

34 Without prejudice to the right to seek injunctive relief if necessary no claim shall be brought by any party to this agreement against any other party to it without first attempting to resolve their disagreement by means alternative to litigation including but not limited to mediation and in the event of such mediation conducted under the auspices of a mediation provider accredited to the Civil Mediation Council

### **Legal jurisdiction**

35 This agreement is governed by and construed in accordance with the laws of England to whose courts' exclusive jurisdiction the parties submit as regards any claim dispute or matter arising out of or in connection with this agreement and its implementation and effect

**DEFINITIVE TELEVISION LIMITED**