

SUNDAE STUDIOS CONDITIONS OF HIRE**1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Sundae Studios Ltd" means the company that owns the equipment that is being hired by The Hirer
- 1.2 "The Hirer" means the company, firm or person or which has agreed to hire the equipment from Sundae Studios Ltd;
- 1.3 "The Equipment" means anything Sundae Studios Ltd agrees to rent to the Hirer as detailed in correspondence.
- 1.4 "The Site" means the premises or site specified by the Hirer where the Equipment is to be used.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the hire of the Equipment by Sundae Studios Ltd to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Sundae Studios Ltd in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Sundae Studios Ltd.
- 2.3 By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

3 DELIVERY AND RISK

- 3.1 Unless the hire form or sales invoice otherwise provides in writing delivery will take place on collection of the Equipment by or on behalf of the Hirer at the premises of Sundae Studios Ltd.
- 3.2 Where the Equipment is to be dispatched to an address specified by the Hirer Sundae Studios Ltd shall be deemed to have delivered the Equipment when Sundae Studios Ltd notifies the Hirer that the Equipment is ready for dispatch and such dispatch shall be at the sole risk and expense of the Hirer.
- 3.3 The risk in the Equipment shall pass to the Hirer at the time of delivery and the Hirer shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched by Sundae Studios Ltd or collected by the Hirer or is in the custody of Sundae Studios Ltd.
- 3.4 Time shall not be of the essence of any contract with the Hirer and Sundae Studios Ltd shall not be liable for any loss whatsoever arising out of delay by Sundae Studios Ltd.

4 DELIVERY AND RETURN

- 4.1 Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to Sundae Studios Ltd and for all costs incurred in connection therewith, and any driver or operator supplied by Sundae Studios Ltd shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.
- 2. Upon delivery of the Equipment, any defects or dissatisfaction must be notified immediately to Sundae Studios Ltd and confirmed in writing within 2 working days. In the absence of such notification the Equipment shall be deemed to be in good order in accordance with the terms of the contract and to the Hirer's satisfaction.

5 HIRER'S OBLIGATIONS

The Hirer must:

- 5.1 Use the Equipment in a skilful and proper manner and not use the Equipment for any purpose beyond its capacity;
- 5.2 Regularly check the condition of the Equipment during the period of hire. The Hirer shall be responsible for any damage or loss arising from the continued use of Equipment in an unsafe condition;
- 5.3 During the period of hire ensure the security and safekeeping of the Equipment;
- 5.4 Allow Sundae Studios Ltd access to inspect, repair or replace the Equipment upon reasonable notice at any time;
- 5.5 Immediately inform Sundae Studios Ltd of any breakdown of the Equipment or any problem affecting the working of the Equipment;
- 5.6 Not repair the Equipment without the prior written consent of Sundae Studios Ltd;
- 5.7 Read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.8 Unless otherwise agreed in writing by Sundae Studios Ltd, keep the Equipment in its own possession at the Site;
- 5.9 Return the Equipment in the same condition as when it was supplied to the Hirer, reasonable wear and tear excepted. Equipment not returned will be charged for at the manufacturer's current published list price. Hire fees will continue to be charged up to the time the Equipment is paid for in full;
- 5.10 Not sell or offer for sale, assign, mortgage, or pledge, the Equipment to any third party;
- 5.11 Comply with any relevant Government or Local Authority Regulations.

6 BREAKDOWN AND REPAIRS

- 6.1 Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.
- 6.2 Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by Sundae Studios Ltd arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.
- 6.3 Where Sundae Studios Ltd decides to carry out urgent repairs to the Equipment during the period of hire, Sundae Studios Ltd shall be obliged to replace the Equipment with equipment of a similar type and Sundae Studios Ltd shall be liable for all transport costs involved. Where no replacement equipment is available Sundae Studios Ltd shall be entitled to terminate the hire immediately by notice in writing to the Hirer. Sundae Studios Ltd shall be liable for all transport costs where termination occurs within 3 months of the start of the period of hire and for the costs of loading and returning the Equipment where termination occurs more than 3 months after the start of the period of hire.

7 CHARGING

All Equipment is hired on the basis of payment within 30 days of Sundae Studios Ltd's monthly invoice. Charges for hire will be as per the quote provided.

8 TERMINATION

- 8.1 Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to Sundae Studios Ltd.
2. If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of Sundae Studios Ltd in the Equipment may be prejudiced or put in jeopardy, Sundae Studios Ltd shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for Sundae Studios Ltd to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of Sundae Studios Ltd to recover from the Hirer any monies due to Sundae Studios Ltd under this agreement or damages for breach thereof.

9 LIABILITY

- 9.1 Sundae Studios Ltd shall not be liable for any loss or damage arising from any cause beyond its reasonable control.
- 9.2 Sundae Studios Ltd shall not be liable to the Hirer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Hirer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 9.3 The liability of Sundae Studios Ltd with respect to any claims arising out of the hire shall be limited to replacement of the Equipment with similar Equipment or at Sundae Studios Ltd's option termination of this contract and restitution of the amount of any charges paid with respect to any period for which the Equipment was inoperable.
- 9.4 Nothing in these Terms and Conditions shall exclude or limit the liability of Sundae Studios Ltd for death or personal injury caused as a result of Sundae Studios Ltd's negligence, breach of contract or otherwise.

10 INSURANCE

The Hirer shall be responsible for insuring the Equipment against loss, damage or theft. The Equipment shall be insured for the manufacturer's current published list price.

13. INDEMNITY

The Hirer agrees to indemnify and hold Sundae Studios Ltd and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Sundae Studios Ltd by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Equipment during the period of hire.

12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.