

123 Lighting Ltd General Terms and Conditions

Definitions

1.1 "The Company" means 123 Lighting Ltd, 37 Batemans Row, London EC2a 3HH

1.2 "The Customer" means the person, company or partnership hiring equipment or personnel or purchasing goods from the Company.

1.3 "The Equipment" means the equipment and all articles materials vehicles and generators hired out or supplied by the Company to the Customer or any replacements or substitutes and all accessories and additions made thereto.

1.4 "Company Personnel" means the employees agents sub-contractors or other representatives of the Company whose services are employed by the customer whether in conjunction with the hire of equipment or the sale or purchase of goods or otherwise.

1.5 "The Contract" means the agreement between the Company and the Customer for the hire of the equipment or Company Personnel or the sale and purchase of goods in accordance with and incorporating these Terms & Conditions.

Acceptance of Terms and Conditions

2.1 Unless otherwise agreed in writing by a director of the Company any order by the Customer for the supply of Equipment and/or Company Personnel and/or Goods (as defined below) shall be construed as an express acceptance of these Terms and Conditions which shall prevail to the exclusion of all others.

Hire Period for Equipment

3.1 The hire period for Equipment ("the Hire Period") shall commence on the date when the Equipment leaves the premises of the Company for delivery to the Customer or has been collected or made available for collection by the Customer and (unless terminated in accordance with these Terms and Conditions) shall continue until the termination date agreed between the Customer and the Company or, if later, the date on which the Equipment is delivered back to the Company (or as it may direct).

3.2 The Company will use all reasonable endeavours to have the Equipment available for delivery or collection on the date requested by the Customer at the time of order but the Company shall not incur any liability whatsoever in the event of any delay.

Rates and Payment

4.1 During the Hire Period and (without prejudice to any termination of the Contract and any consequent rights of the Company) until redelivery of the Equipment to the Company the Equipment shall (subject to these Terms and Conditions) be let and hired

at the rates set out in the Company's list of hire rates current at the commencement of the Hire Period copies of which are available on request. The rates are quoted and all charges are payable in sterling.

4.2 The Customer shall pay any charges for hire of services of Company Personnel within seven days of the date of the Company's invoice therefore and shall pay charges for hire of equipment and charges for the supply of goods within thirty days of the date of the Company's invoice therefore.

4.3 The rates and charges in the price list are subject to increase by the Company to cover variations in cost to the Company of goods components materials labour packing loading carriage and insurances.

4.4 All sums due from the Customer to the Company under the Contract shall be increased to include Value Added Tax (or any similar or replacement tax) at the rate for the time being in force.

4.5 The Customer shall be exclusively responsible for all customs and other duties and all related costs and expenses payable on any international transaction.

4.6 The Customer may in certain circumstances and at the Company's discretion become entitled to a discount on the Equipment hire charges payable under the Contract. Any such discount shall be strictly conditional on the Customer complying with the Company's payment terms and the Company reserves the right without notice to revoke it any time prior to receiving payment in full.

4.7 The Customer shall pay interest at 4 per cent p.a. above the mean base rate for the time being of the London Clearing Banks on all sums which may be due from the Customer to the Company under the Contract and remain unpaid, such interest being calculated from the due date until actual payment compounded quarterly and payable as well after as before any judgment obtained in respect thereof.

4.8 For so long as there are any sums due to the Company from the Customer under any contract which remain unpaid the property of the Customer then in or later coming into the custody possession or control of the Company shall be subject to a lien in favour of the Company for such unpaid sums.

4.9 Unless otherwise agreed by Company, cancellation of booked or reserved Equipment within 24 hours of the call time specified will incur a cancellation charge up to a maximum of 50% of the hire charges for the Equipment concerned.

Inspection and Condition

5.1 The Customer shall inspect and satisfy itself as to the condition and suitability of the Equipment before it is accepted by the Customer and the acceptance of delivery or use of the Equipment (whichever is the earlier) by or on behalf of the Customer shall be conclusive evidence that the Equipment is in satisfactory condition good working order and properly maintained at the date of such acceptance.

5.2 The Customer is responsible for returning the Equipment at the end of the Hire

Period in the same condition it was in at the commencement of the Hire Period. The customer shall make good to the Company all and any loss suffered as a result of loss or damage to the Equipment of whatsoever kind and from whatsoever cause and the lesser of the full replacement cost of the Equipment or of reinstating the Equipment to the condition it was in at the commencement of the Hire Period and (without limitation to the foregoing) the Customer shall pay hire charges for the period during which the Equipment (or its replacement) is unavailable for hire as a result of such loss or damage.

Insurance

6.1 The Customer shall (without prejudice to the liability of the Customer to the Company) keep the Equipment insured for its full replacement value throughout the Hire Period against all risks including third party risks loss or damage by fire theft (whether or not involving forcible or violent entry or exit to premises) and other risks usually covered by comprehensive insurance of products of the type of the Equipment. The Company may offer to the Customer additional equipment damage insurance to cover the full value of the Equipment at a rate equal to a percentage of the gross hire.6.2 The Customer shall in addition (and without prejudice to the liability of the Customer to the Company) take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of the Equipment and/or loss due to breakdown accident damage or delay and/or against loss damage or liability arising in connection with acts omissions or default of Company Personnel in carrying out or incidental to their duties under the Contract such insurance to be for such sum as is stipulated by the Company or in the absence of such stipulation for a minimum of £1 million for public or product liability in respect of one occurrence.

6.3 The Customer shall in respect of such insurance produce to the Company on demand a current insurance policy and a receipt for the last premium paid.

6.4 Such insurance shall be free from unreasonable restrictions or excess and shall (if the Company so elects) be in the joint names of the Company and the Customer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is on hire from the Company.

6.5 The Company shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Customer insurance against all or any of the contingencies above referred to and against any other contingency which the Company may in its absolute discretion decide.

6.6 The Customer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance (by whomsoever effected) and shall not do or allow any act or thing whereby such insurance may be invalidated. The Customer shall indemnify the Company against all loss damage or liability whatsoever or wheresoever not recoverable under the policy of insurance.

6.7 The Customer shall (within 24 hours of the occurrence) give written notice to the Company of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this condition. The Customer shall not compromise any claim without the consent of the Company, shall allow the Company to take over the conduct of negotiations (except in relation to claims of the Customer for personal injuries, loss

of use of the Equipment, or loss or damage to the property of the Customer unconnected with the Equipment) and shall at the expense of the Customer take such proceedings (in the sole name of the Customer or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Customer under its policy of insurance, on trust for the Company and paying or applying the same as the Company directs and as herein provided.

Limitation of Liabilities and Indemnities

7.1 The Company shall have no liability under or arising out of breach of or negligence in connection with the Contract either to the Customer or to any other person firm or company in respect of any claim howsoever arising in connection with the acquisition use operation or possession of the Equipment or the acts omissions or default of Company Personnel including (without limitation) any claim for consequential loss or consequential damage other than liability (if any) of the Company for death or personal injury arising out of negligence on the part of the Company.

7.2 The Customer shall indemnify the Company against all claims or actions by and/or loss or damage to any other person, firm, company or property directly or indirectly connected with the acquisition use operation or possession of the Equipment whether such claim action loss or damage arises from breach of contract or of third party rights or from the negligence of the Company its employees suppliers subcontractors or agents or otherwise and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.

7.3 The Company will not be liable for any loss suffered by the Customer as a result of trade disputes, difficulties in obtaining Equipment or components from suppliers, or manufacturers or anything otherwise outside the control of the Company.

7.4 The Company will not be liable for damage to the Equipment after delivery to the Customer or to a carrier nominated by the Customer or to any person acting under authority of the Customer either expressed or implied or for any damage to Equipment caused by any delay in delivery, adverse weather conditions or unsuitable storage after the Equipment has left the premises of the Company.

7.5 In no circumstances shall the liability of the Company to the Customer (under the Contract or otherwise) exceed the invoice value of the Contract to the Company.

Termination of Hire and Repossession

8.1 If the Customer shall fail to pay any sum payable under the Contract (or under any other agreement between the Company, or any associated company of the Company, and the Customer) when due (whether demanded or not) or shall commit a breach of the other terms and conditions whether express or implied of the Contract (or of the terms and conditions of any such agreement as aforesaid) or shall do or allow to be done any act or thing which in the opinion of the Company may prejudice or jeopardise the Company's rights in the Equipment or any part thereof or may in the opinion of the Company affect the Customer's creditworthiness (including, without limitation, the

service on the Company of any legal proceedings), then in each and every such case the Customer shall be deemed to have repudiated the Contract and the Company may thereupon or at any time within 3 months thereafter forthwith terminate the leasing constituted by the Contract.

8.2 If any of the following events shall occur, namely:

8.2.1 if 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 or against any of the Customer's goods or other property or the Customer shall permit any judgment against it to remain unsatisfied for 7 days; or

8.2.2 if the Customer, being an individual, shall die, shall suffer 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

8.2.3 if the Customer, being a body corporate, shall enter into any liquidation, shall call any meeting of its creditors or shall have a receiver or receiver manager of all or any of its undertaking or assets appointed, or shall suffer the appointment or the presentation of a petition for the appointment of an Administrator under the provisions of Part II of the Insolvency Act 1986, or shall be deemed by virtue of S123 of the Insolvency Act 1986 to be unable to pay its debts. Then in each and every such case the hire constituted by the Contract shall ipso facto and without notice terminate and no payment subsequently accepted by the Company with or without knowledge of such termination shall in any way prejudice or affect the operation of this clause.

8.3 The Customer shall upon termination under clauses 8.1 or 8.2 above pay to the Company all arrears of hire charge then due and all other sums accrued due and unpaid at the date of termination, together with interest thereon payable under clause 4.7 hereof; and the cost of all repairs and/or replacements required as at the date of termination; and compensation for the loss suffered by the Company as a result of such termination, such loss being determined by the Company having regard to all relevant circumstances; and any other sums which are or become due to the Company or to which the Company is entitled by way of damages.

8.4 The termination of the hire constituted by the Contract shall not affect any rights of the Company or liabilities of the Customer subsisting at the date of termination.

8.5 On termination of the hire or on expiry of the Hire Period, the Customer shall no longer be in possession of the Equipment with the Company's consent and shall (unless otherwise agreed with the Company) forthwith return the Equipment to the Company at such address as the Company may direct and at the Customer's expense and risk. Without prejudice to the foregoing or to the Company's claim for any arrears of hire charge or damages for any breach by the Customer of the Contract or any other rights hereunder, the Company or its authorised representatives may at any time after such termination or expiry of the Hire Period without notice retake possession of the Equipment and for such purpose enter upon any premises belonging to or in the occupation or control of the Customer or any premises where the Equipment is stored and the Customer shall be responsible for all costs, charges and expenses so incurred in

retaking possession of the Equipment. The Customer shall also bear the reasonable costs incurred by the Company at any time in ascertaining the whereabouts of the Equipment and/or the Customer.

Customer's Duties

9.1 During the period of the Contract the Customer shall:

9.1.1 keep the Equipment in its custody and control and shall not sell loan, assign, pledge, encumber, or part with possession of or suffer any lien to be created over the Equipment or any part thereof (unless otherwise agreed in writing by the Company);

9.1.2 ensure that the Equipment is used in a skilful and proper manner and only by persons having the appropriate qualifications and experience and who are familiar with the Equipment and not on any abnormal or hazardous assignment;

9.1.3 take proper care of the Equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever including inter alia the effect of the elements and interference from strangers;

9.1.4 not take or allow any of the Equipment to be taken out of the United Kingdom mainland without the prior written authority of the Company and in the event of that authority being given only on such terms as the Company deems fit.

Replacement and Repairs

10.1 The Customer shall at all reasonable times permit the Company and its agents access to the Equipment to inspect test adjust repair alter or replace the same.

10.2 If at any time during the period of the Contract the Equipment or any part thereof is in need of adjustment or repair or if there are any accidents or incidents involving the Equipment or any part thereof then:

10.2.1 the Customer shall forthwith (at whatever time of night or day) give notice to the Company by telephone followed by confirmation in writing to be received by the Company within five days;

10.2.2 in the case of adjustment or repair for which the company is responsible the Company shall either carry out the necessary adjustment or repair on site or at its discretion shall arrange for the removal of the Equipment or part or parts thereof to the Company's premises for adjustment or repair;

10.2.3 in the event of the Company removing the Equipment or any part thereof then the Company may at its option adjust or repair or redeliver the Equipment or such part or parts thereof or determine this Contract forthwith in relation to the Equipment or part thereof or the Company may replace the Equipment or such part or parts thereof in which case the Contract shall continue as if the substituted product or such part or parts had been included in the subject matter of the Contract;

10.2.4 in the case of adjustment repair or substitution the Company may at its option apply new hire rates current at the date of completion of the adjustment repair or substitution in place of those set out in the list of rates current at the date of the Contract in respect of any adjusted repaired or substituted product as from the date of such completion.

10.3 If the Equipment's condition results in damage or the need for adjustment or repair to the whole or any part (other than where due to fair wear and tear) then:

10.3.1 the Customer shall (in addition to its other liabilities set out in the Contract) be liable for all costs of inspection, loading, unloading and transport and other labour costs and replacement parts or other materials in connection with the carrying out of the adjustments or repair the removal of the Equipment or any part or parts thereof and the redelivery thereof or any substitute thereof and for the avoidance of doubt should the Customer request that any repair be carried out on location by Company Personnel then all additional labour costs and all other expenses (including travel and accommodation) shall be paid by the Customer;

10.3.2 hire charges shall continue to be payable as if the Equipment had not been in need of adjustment or repair.

Vehicles

11.1 Where the Equipment hired includes any vehicle or vehicles ("the Vehicles") the provisions of this condition shall apply.

11.2 The Customer may use the Vehicles for the storage and transportation of the Company's lighting equipment only. The Vehicles are not to be used, and the Customer will not permit them to be used, for any purposes for which they are not expressly designed.

11.3 The Customer agrees that it will not:

11.3.1 without the prior written consent of the Company effect any mechanical or other modification to the Vehicles, make any alterations or additions, fit any towing equipment or other accessories or non-standard tyres, and any such additions alterations or modified parts which may be made (whether with or without consent) shall be made at the cost of the Customer and shall become part of the Vehicles and shall belong to the Company;

11.3.2 remove or interfere with any identification marks or plates affixed to the Vehicles nor attempt or purport to do so nor permit the same or deface the paintwork or bodywork of the Vehicles nor add or erect any painting, signwriting, lettering, or advertising to or on the Vehicles.

11.4 The Customer shall during the continuance of the Contract:

11.4.1 ensure that the Vehicles are operated properly and safely by drivers who at all times hold valid and current driving licences in the appropriate classes;

11.4.2 indemnify the Company against all fines, penalties and liabilities imposed on the Company or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulation, together with any cost or expense relating thereto incurred by the Customer;

11.4.3 not use or permit the Vehicles to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law, having regard in particular (but without prejudice to the generality of the foregoing) to the regulations affecting maintenance and usage of tyres, tachographs and drivers' hours;

11.4.4 The Customer shall pay for the mileage travelled by the Vehicles at the rate charged by the Company from time to time in respect of such type of vehicle. Fuel and lubricants for generators shall be paid for as used at the Company's rates then current.

Services of Company Personnel

12.1 During any period when the services of Company Personnel are employed by the Customer then such Company Personnel shall be deemed to be the servants or agents of the Customer and the Customer shall be responsible for and shall indemnify and keep indemnified the Company against:

12.1.1 The compliance with all health and safety legislation in relation to the services performed by the Company Personnel and the place and method of work and in particular (but without limitation) the Customer shall ensure that (a) all Company Personnel working at heights in excess of 2 metres (without guardrails or equivalent protection) or 15 metres (in any event) shall wear safety harnesses which shall be provided by the Customer; (b) drivers of vehicles shall not exceed the maximum hours allowed by statute the Customer paying for a replacement driver and all associated expenses as necessary and the Customer shall provide such facilities and locations as shall enable the Company to comply with all and any similar legislation and regulations which are applicable.

12.1.2 all claims costs expenses proceedings or demands made by a third party in connection with or arising from any acts omissions or default of Company Personnel;

12.1.3 all claims costs expenses proceedings or demands made by Company Personnel in connection with or arising from any act omission or default of the Customer under the Contract or otherwise.

12.2 The rates applicable to the hire of the services of Company Personnel will be those set out in the Company's Labour Charging Structure Advice for the applicable production type which are available upon request and which are subject to variation from time to time.

12.3 The period for the hire of services of Company Personnel shall (unless terminated in accordance with these Conditions) continue until the termination date agreed between the Company and the Customer or, if later, the date on which the said services are actually terminated. Sale of Goods

13.1 The provisions of this condition shall apply to all contracts for the sale of

consumables or other goods ("Goods") by the Company to the Customer whether such sale is made in conjunction with the hire of Equipment or Company Personnel or otherwise.

13.2 The price payable by the Customer shall be the Company's price for such goods current from time to time which is stated exclusive of value added tax.

13.3 All implied terms conditions and warranties relating to the quality or fitness for purpose of the Goods are excluded.

13.4 Delivery of the Goods shall be made at the Company's address. Risk in the Goods shall pass to the Customer upon such delivery taking place. The Customer shall be deemed to have accepted the Goods if they are not returned to the Company within 24 hours (or, if used, lost or damaged by the Customer prior to that, then upon first being so used, lost or damaged). After acceptance the Customer shall not be entitled to reject Goods which are not in accordance with the Contract. Where the Customer rejects any Goods then the Customer shall have no further rights whatever in respect of such Goods or the failure by the Company to supply goods which conform to the Contract.

13.5 If the Company shall elect to deliver goods on a sale or return basis then in relation to such Goods the Customer shall be deemed to have accepted them and agreed to purchase them upon their first being used, lost or damaged by the Customer or if they shall not have been returned to the Company within 2 days of the end of the Contract.

13.6.1 In spite of delivery having been made and the Goods having been accepted title in the Goods shall not pass from the Company until the Customer shall have paid the price for the Goods and no other sums whatever shall be due from the Customer to the Company.

13.6.2 Until title in the Goods passes to the Customer the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

13.6.3 The Company shall be entitled to recover the price of the Goods (plus VAT) notwithstanding that title in any of the Goods has not passed from the Company.

13.6.4 Until such time as title to the Goods passes from the Company the Customer shall upon request deliver up to the Company such of the Goods as have not ceased to be in existence or resold so that if the Customer fails to do so the Company may enter upon any premises owned occupied or controlled by the Customer where the goods are situated and repossess the goods.

Credits

14.1 If credits or acknowledgments are being made to the suppliers of equipment in the front or end titles of a production for which the Equipment is being used and/or which Company Personnel are engaged then the Customer shall include the Company's logo in the form attached hereto as Annex A and a similar size credit to read "Photographic equipment supplied by 123 Lighting Ltd, www.123lightingrental.com" or if Company only provides the lighting element, credit shall read, "Lighting supplied by 123 Lighting Ltd, www.123lightingrental.co.uk".

Miscellaneous

15.1 The Contract incorporating these Terms and Conditions constitutes the entire understanding and agreement between the parties hereto and any variation shall be binding only if it is in writing signed on behalf of the Company.

15.2 The waiver by the Company of any breach of any term of the Contract or these Terms and Conditions shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

15.3 Any notice under the Contract shall be in writing and telexed or sent by facsimile transmission or prepaid first class post or delivered to the address stated herein or to the last known address of the addressee. Service shall be deemed to be effective on the date of the telex or facsimile and in the case of posting on the day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

15.4 Where there are two or more parties to the Contract as Customer their liability shall be joint and several. In the Contract and these Terms and Conditions and where the context so admits or requires the masculine shall include the feminine or neuter (and vice versa) and the singular shall include the plural.

15.5 The Contract and these Terms and Conditions and any disputes which may arise in connection with it shall be governed in all respects by English Law and shall be subject to the exclusive jurisdiction of the English Courts.