

AUTOSCRIPT LTD (Incorporating The Camera Store)
TERMS AND CONDITIONS
HIRE OF EQUIPMENT

1. Definitions

In these terms:

"Assistance"	means any installation, support or other ancillary work or services which the Company has agreed to supply to you in connection with the Equipment.
"Company"	means Autoscript Ltd (Incorporating The Camera Store Ltd)
"Contract"	means this agreement between you and the Company to supply the Equipment subject to the terms and conditions set out in this agreement.
"Equipment"	means all products and equipment to be hired to you under the Contract.
"Group Company"	means any company which is a 51% subsidiary of Videndum plc as defined by s1154 Corporation Tax Act 2010.
"You/Your"	means you, the hirer of the Equipment under the Contract.

2. Basis of Hire

2.1 The Company shall hire the Equipment/Services to you in accordance with an order which is accepted by the Company. By placing an order for the hire of the Equipment/Services you shall be deemed to have accepted these conditions to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by either party in concluding the Contract.

2.2 By placing your order you acknowledge that you place no reliance on any statement which has been made or may be made concerning the order other than one made by the Company in writing.

3. Price and Payment

3.1 All prices are stated exclusive of any VAT, delivery costs, and other taxes or duties which may apply.

3.2 Where payment has not been made at the point of order, payment is due 30 calendar days from the date of invoice. If payment is not made on the due date, the Company may in addition to all other remedies it has, suspend performance of the Contract and any other agreement with you, demand the immediate return of the Equipment, and/or charge you interest (both before and after judgment) calculated at a daily rate equivalent to 8% per annum over the Bank of England base rate applying from time to time.

4. Quotations

Any quotation remains valid for a period of 30 calendar days only unless otherwise stated, and may be withdrawn at any time prior to the expiration of 30 calendar days.

5. Specifications

The Company reserves the right to alter the specifications of the Equipment, where necessary, to comply with regulations or legal requirements or where such alterations do not in the Company's reasonable opinion materially affect your expressed requirements.

6. Compliance

You are responsible for obtaining all consents, and for complying with all legal requirements necessary, to import into and operate the Equipment within any country other than the United Kingdom.

7. Despatch and Delivery

7.1 The Company will use reasonable endeavours to deliver on the dates or to any programme of dates agreed, but delivery dates cannot be guaranteed and time of delivery is not of the essence of the Contract.

7.2 The Company will deliver by the method of its choice, unless otherwise agreed, to the address specified by you. You will be responsible for the costs of delivery.

7.3 Any failure by the Company to make any one delivery shall not entitle you to terminate the Contract as to any remaining deliveries.

8. Title and Care of Equipment

8.1 You must return the Equipment in working order on the return date specified in the Contract.

8.2 All Equipment hired remains the property of the Company at all times.

8.3 You must take good care of the Equipment and use it only in accordance with any operating instructions provided by the Company or the manufacturer.

8.4 You must not alter the Equipment or remove any existing component(s) from the Equipment without the prior written consent of the Company unless such component(s) is/are replaced immediately by the same component.

9. Risk and Insurance

9.1 The risk of loss, theft, damage or destruction of the Equipment shall pass to you on despatch of the Equipment from the premises of the Company or, where the Equipment is to be collected by you, on you collecting the Goods from the Company.

9.2 You shall maintain, at your own expense:

- (a) insurance of the Equipment, to a value the greater of either £5 million or the full replacement value of the Equipment, comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Company 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 the Company 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
- (c) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Company may from time to time consider reasonably necessary and advise to you.

9.3 All Equipment will be presumed to be undamaged and free from defects at the start of the hire period. You must examine the equipment carefully upon delivery or collection and notify the Company of any damage to it immediately. If you fail to do so any damage or defects that are apparent on return shall be deemed to have been caused by you.

9.4 If any Equipment is damaged or defective when returned to the Company (and you did not notify that damage as required by clause 9.3) you will be liable for the cost of repairs to that Equipment (or if the Company believes the Equipment is beyond repair, the cost of replacement) plus an amount equivalent to the hire charge for the period of the repair/period pending replacement.

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10 Late Return and Cancellation Charges

10.1 If you fail to return the Equipment on the return date, we reserve the right to charge as follows:

- (a) For Equipment returned within 21 calendar days of the return date, the full cost of hire of the Equipment for the extra period;
- (b) For Equipment not returned within 21 calendar days of the return date, the cost of replacing the Equipment.

10.2 If you cancel your order (or return the Equipment before the return date) you shall be liable for cancellation fees as follows:

- (a) Where the order is cancelled 5 calendar days or more before the commencement of the hire period: 50% of the full charge under the Contract.
- (b) Where the order is cancelled less than 5 calendar days before the commencement of the hire period: 100% of the full charge under the Contract (including delivery).
- (c) Where the hire has already commenced: 100% of the full charge under the Contract (including delivery).

11 Assistance

11.1 The Company may, at your request, provide Assistance to you in respect of the Contract. The cost of such Assistance shall be additional to the price due in respect of the hire of the Equipment.

11.2 The Company may use persons other than its employees to provide the Assistance.

11.3 Where the Assistance involves the secondment of the Company's designated personnel to you, they shall be subject to your direction, management, and control. You shall be responsible for all tasks performed by such personnel and the Company shall not be liable to you for any work which is performed negligently or otherwise unsatisfactorily by them. Nonetheless, if at any time during the Contract the performance or conduct of such personnel proves unsatisfactory, the Company shall take all reasonable steps to provide replacement personnel acceptable to you as soon as is reasonably practicable.

11.4 You shall ensure compliance with all applicable laws, regulations and regulatory requirements as regards business permits, licences or consents that may be required in relation to the Assistance. You shall provide such assistance as the Company considers reasonable in obtaining work visas and permits for the Company's staff.

11.5 You shall take all precautions to safeguard the health and safety of the Company's designated personnel whilst working at your premises, and shall ensure that all of your equipment shall at all times comply with all applicable laws, regulations, regulatory requirements and codes of practice.

11.6 Any equipment which belongs to you and which is used by the Company's designated personnel, whether at your premises or elsewhere, shall remain at your risk and the Company shall not assume any responsibility or liability for the safety or security of such equipment.

12 Intellectual Property

12.1 All intellectual property rights associated with the Equipment and in any illustrations, drawings and other documents supplied by the Company, remain vested in the Company.

12.2 All computer programs, software or firmware supplied by the Company are provided by means of a non-exclusive, revocable license to use on a specified machine, are to be kept confidential by you, and not to be further copied or divulged to any other party without the Company's prior written consent.

12.3 You shall not contact directly or indirectly any of the Company's suppliers and/or manufacturers in order to seek a licence of any trade names or trademarks or patents if any, relating to Equipment.

12.4 You will bring immediately to the Company's notice any third party infringement of the Company's intellectual property rights of which you become aware.

13 Limitation and Exclusion of Liability

13.1 The Company shall not be under any liability to you under the Contract or any collateral contract for any indirect loss and/or expenses, including loss of income, profits or contracts or for any incidental, indirect, special or consequential loss or damage of any kind whatsoever arising and whether caused by negligence, breach of contract or otherwise.

13.2 The Company's maximum aggregate liability to you or any third party, in respect of any contract, whether arising under any indemnity, for any breach of its obligations under this Contract, negligence or otherwise, shall be limited to the price payable by you pursuant to such contract.

13.3 Nothing in this agreement or in any contract shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

14 Indemnity

You indemnify the Company against all losses, costs, claims, expenses, damages, demands and/or any liabilities which the Company may suffer by reason of your use of the Equipment (or any third party authorised by you) including, for example any infringement of copyright, performing right or other similar right.

15 Termination

If you (i) fail to make any payment when due under this Contract or any contract with a Group Company; or (ii) become insolvent, have a receiver, administrative receiver, administrator or manager appointed over all or any part of your assets or business, make any composition or arrangement with your creditors, take or suffer any similar action in consequence of debt or an order for resolution is made for your dissolution or liquidation (other than for the purposes of solvent amalgamation or reconstruction); (iii) exceed the credit limit, if any, specified by the Company from time to time; the Company shall have the following rights at its option without incurring any liability, which rights shall be cumulative and shall not prevent the Company from also claiming damages and pursuing any other rights and remedies available to it:

- 15.1 to terminate this Contract;
- 15.2 to cancel any undelivered or uncompleted portion of the Contract and stop any Equipment in transit to you;
- 15.3 to cancel any other contract with you; and
- 15.4 to demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

16 Force Majeure

The Company shall not be responsible or liable for its failure to perform its obligations, if such failure is beyond the control of the Company, or beyond the control of the suppliers of the Company, whether caused by acts of God, unavailability or shortages of materials or energy necessary to produce and/or deliver the Equipment by usual modes of transportation, fire, flood, wars, embargo, strikes, labour disputes, explosions, riots, of laws, rules, regulations, restrictions or orders of any governmental authority, or any other cause, other than financial, beyond the control of the Company or its suppliers.

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17 Governing Law

This contract shall be governed by the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Contract.

18 Waiver

The failure of either party to enforce any term of or right arising pursuant to this agreement does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

19 Severance

- 19.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 19.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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