

TERMS & CONDITIONS OF BUSINESS

- A. In these Conditions TRANSMISSION (TX) LTD is referred to as 'the Company' The company, person or firm hiring equipment or services is referred to as 'the Hirer'.
- B. The Hirer 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 indemnify from the Hirer in certain circumstances.

1. TERMS

The Company enters into all agreements with the Hirer 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 Hirer 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 Hirer's conditions and these Conditions, these Conditions shall prevail.

2. CONTRACT

In respect of any exclusion, limitation, modification of liability or indemnity hereinafter appearing, the Company contracts on behalf of itself, its directors, servants and agents. The same shall inure to the benefit not only of the Company but also for its directors, servants and agents.

3. HIRE RATES

All quotations are made by the Company without obligation. The Company reserves the right to vary the rates and specifications quoted in their rate card/brochure at any time without prior notice. All rates published are subject to the addition of VAT.

4. BOOKINGS/ORDERS

- a) The Company reserves the right to refuse the acceptance of any order without assigning the reason for such refusal.
- b) Orders may be placed verbally or in writing and there upon such orders become binding provided that all cancellations will only be effective if given in writing by the customer. Any order or instruction required to be given to the Company by the Hirer shall be given in writing or if given orally and confirmed in writing within three days.

5. PERIOD OF HIRE

- a) The hire charge for unit equipment commences from which ever is the earlier of the time the equipment is made available to the Hirer or leaves the Company's premises and is terminated at the end of the agreed hire period or when the equipment is returned, whichever is 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 thirteen weeks rental.
- c) Where equipment is delivered or collected by the Company, such delivery or collection is at the Hirer's risk and expense and the Hirer 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.
- d) For equipment, including vehicles, booked as a unit complete with an assistant/technician, the Company's ten hour day is based on eleven hours with a one hour break for lunch/meals, with all time booked from the Company's base.

6. PAYMENT

- a) Except where otherwise agreed in writing all invoices are for immediate cash settlement without deduction.
- b) Sums not paid when due may without prejudice to any other rights of the company carry interest from the due date of payment at the rate of 2% per month or part thereof.
- c) In the case of default by the Hirer in paying any sums due, the Company reserves the right to either withhold any equipment or facilities or tape stock (whether recorded on or not), which are the subject of any contract with the customer and/or cancel any subsequent contract with the Hirer without prior notice.
- d) The Company shall be entitled to immediately determine the contract upon the making of a receiving order in bankruptcy, the calling of a meeting of the Hirer's creditors or in the case of insolvency or liquidation of the Hirer (as the case may be), at any time during the contract.
- e) The Company reserves the right to make a charge in respect of any costs or expenses incurred by the Company on account of the Hirer, for any contracts which are subsequently cancelled, plus the sum equivalent to the hire charge for the period after determination until all equipment subject to those contracts are delivered to the Company.

7. THE COMPANY'S AND THE HIRER'S 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 Hirer with general advice and service, the Company shall not guarantee that the Hirer will achieve his intended result by the use of hired equipment and other facilities and that it is the Hirer's responsibility to ensure that the equipment is fully suitable in all respects (including type and condition) for the purpose for which it is hired.
- b) Notwithstanding the terms of any conditions contained, warranties or representations, whether express or implied, 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 Hirer or any third party resulting from any delay or late delivery, defect or deficiency of, or relating to any equipment or ancillaries, or any failure, error or mistake by technicians or other staff of any nature whatsoever.
- c) The Company shall not be liable for any delay or other breach resulting from wars, strikes, lock-outs, 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 Hirer 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 and materials and services supplied by the Company are entirely at the Hirer's risk. The Company shall not in any circumstances be liable for loss or damage of any kind, howsoever caused, even where such loss or damage shall have been caused or contributed to by the negligence of the Company except if it is proved to the satisfaction of the Company that magnetic tape supplied by the Company to the Hirer or entrusted to the Company by the Hirer has been damaged or lost due to the fault of the Company, its directors, servants or agents; the Company undertakes to replace such magnetic tape by a similar length of unused tape of similar quality without additional charge. The Company shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.
- f) The Hirer shall be required to insure its materials and its work, recordings, artistes and general 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.
- g) The Hirer shall be at all times keep the Company, its directors, employees, servants, agents and licensees fully indemnified against all actions, proceedings, expenses, 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 Hirer's 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 Hirer shall 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 excepted or for any breach by the Hirer of these Conditions.

8. THE COMPANY'S INSURANCE

The Company is prepared to effect equipment and or vehicle insurance on the Hirer's behalf. A charge will be made as part of the agreement or separately and the Hirer or his authorised representative/agent acknowledges in writing, his acceptance of the terms and conditions of the Company's policy. Full details of the cover provided, with terms, conditions and exceptions of the policy shall be made available by the Company at the Hirer's request. Acceptance of the Company's insurance places the Hirer under the same terms, conditions and exceptions as the Company, as though the Hirer were the insured, observing and fulfilling such terms and conditions and exceptions specified in the policy. The Hirer undertakes to make full disclosure of all material affecting such insurance (for example overseas or hazardous or abnormal use, or use which may expose the equipment to the elements, salt water, spray or dust, or use involving non-scheduled aviation) and undertakes not to do or omit to do anything which would have the affect of invalidating such insurance. Any such disclosure must be made or confirmed by letter, sent to the Company by recorded delivery or facsimile transmission to arrive in sufficient time for the underwriters to be consulted. It must be noted that the Hirer is required to pay the first £500 of any loss (£800 outside the UK) and that whilst the cover which the Company can effect represents the maximum cover available on a general basis under the present conditions, the Hirer will nevertheless remain liable for any additional hire charges and for all risks of loss or damage outside the terms of the Company's policy (including for example war risks) without limitation and in accordance with these Conditions. Consequential loss of any nature is specifically excluded and equipment is not insured in unlocked, non-alarmed or unattended vehicles.

9. THE HIRER'S INSURANCE

Without specific written instructions to the contrary, the Company will effect its own insurance on the equipment and charge the Customer accordingly. Where the Hirer effects insurance the Hirer 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. Particulars of replacement values will be supplied by the Company on request.

Any insurance arranged by the Hirer shall be in terms not less favourable than the terms of the Company's insurance, a summary of which appears above (clause 8).

10. USE OF EQUIPMENT

Without the previous consent of the Company, hired equipment must not be used on any abnormal or hazardous assignment nor be taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by an airline recognised by I.A.T.A. The Hirer 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 hired. The Hirer must protect hired equipment from the elements, salt water, dust and spray and take all reasonable precautions for its safety. Under no circumstances may Hirers alter, add to, modify, adopt or misuse equipment hired to them by the Company or affix to, install thereon or insert therein any accessory, equipment or device incompatible with its proper use, nor interfere in any way with the mechanism thereof or any nameplates, signs or serial numbers thereon.

11. FAILURE TO RETURN GOODS/DAMAGED GOODS

The Hirer shall pay to the Company the full replacement (as new) value of hire equipment not returned or the full cost of repairing any damage together with any additional hire charge calculated in accordance with Clause 5 of these Conditions, the Company undertakes to effect insurance in respect of equipment supplied, the Hirer's liability under this Clause will be reduced by the amount recoverable under such insurance.

12. LATE RETURNS

Equipment returned late will be charged at the single daily rate (as published in the Company's list of rates or as agreed in writing) for each 24 hours or part thereof, irrespective of any reduction or discount that may have been negotiated on the original booking.

13. CANCELLATION/CURTAILMENT

If notice of cancellation or curtailment 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 and 72 hours or less at 25% of the rate. For bookings extending over several days, the sum of the first three days will be used to calculate the total booking rate, excluding any travel or hotel reservations, special facilities or labour booked in advance on the Hirers behalf, all of which will be charged in full.

14. CONDITIONS OF GOODS

- a) All equipment and materials supplied without crew by the Company shall be examined and checked and subjected to appropriate tests by the Hirer before being taken into use and if found to be defective or deficient will be replaced or the defects/deficiencies remedied by the Company without additional charge. Under no circumstances shall the Company be liable for transportation charges for any loss or damage of whatever kind howsoever caused arising out of or in connection with the use or the inability to use equipment and materials supplied or agreed to be supplied.
- b) 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 Hirer returns any equipment needing attention to the Company's premises or notifies the Company's technician were an assistant has been supplied with the equipment. Carriage, insurance and handling charges, including charges for the return journey of repaired or replacement equipment to be paid by the Hirer. 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 not in any circumstances be liable to the Hirer 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.

15. COMPANY VEHICLES

No person other than a person authorised or employed by the Company and holding a current licence may in any circumstances drive vehicles supplied by the Company. Where such vehicles are used by or on behalf of the Hirer, in circumstances not covered by the Company's insurances, the Hirer undertakes to effect the appropriate insurance.

16. 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 Hirer who shall for all purposes be deemed the Bailee of the said equipment.
- b) The Hirer must not sell, loan, assign, pledge, encumber, part with or suffer any lien to be created over hired equipment and the Company may terminate any hiring forthwith and without notice in the event of a Customer 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.
The same to apply if the Hirer becomes subject to any bankruptcy or liquidation proceedings or becomes insolvent or allows any judgement or well founded claim to remain unsatisfied or fails to pay any hire charges or other sum due to the Company or fails to comply with these Conditions.
- c) The Hirer 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. Where such equipment is on premises not occupied or under the control of the Hirer, the Hirer undertakes to secure for the Company, permission to enter for such purposes and the Hirer shall compensate the Company for any costs incurred in repossessing hire equipment.

17. HIRER'S PROPERTY

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

18. GENERAL

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

19. THE LAW

These Conditions shall be governed by and interpreted according to English Law

EQUIPMENT INSURANCE

Important Notes

The following details outline the general cover offered on our policy. The full policy document, which may vary from time to time, will be provided on request. The cover however will not be less than is outlined here for your general guidance.

Acceptance of cover, under the terms of the schedule, must be confirmed in writing and assumes knowledge of the following:

DEFINITIONS

Damage: Loss, destruction or damage.

Employee: (a) any person under a contract of service with the Insured
(b) any self employed person working on a labour only basis under the Insured's control or supervision.

Excess: Excess shall mean the first amount of each and every claim per incident for which the Insurer shall not be liable as specified in the Schedule.

Limit of Indemnity: Limit of indemnity shall mean the maximum liability of the Insurer in respect of any one accident or series of accidents arising out of any one occurrence as specified in the Schedule.

Principal Persons: Principal person(s) means any principal crew member such as director, producer, leading cameraman or recording person or any other person on whom the production substantially depends.

Production: Where the term production is used in this policy it shall mean any film, video, multimedia production.

Situation: As detailed below and identified in the schedule:

Area 1 - Premises
Any premises or risk address detailed in the policy schedule

Area 2 - UK and Eire
Anywhere in the United Kingdom, Isle of Man, Channel Islands or Republic of Ireland.

Area 3 - Europe
As (2) above, but extending to any country within the EU, Norway, Andorra, Switzerland, Monaco, Liechtenstein, Gibraltar, Malta, San Marino and Cyprus

Area 4 Worldwide
Worldwide

Schedule: Policy schedule or written agreement between the Company and the Hirer not excluding the interests of the Insurer detailed on the policy schedule.

The Period of Insurance: Includes any subsequent period for which the Insurer may accept payment in respect of this Policy.

The Sum Insured: Not normally less than £1,000,000.

THE COVER

Type of Cover - Indemnity against damage to property insured as described in the Schedule from any accidental cause whilst within the situation stated in the schedule.

Property Insured - Any Film, Video, Sound Recording, Lighting, Grip and ancillary equipment plant or other property used in connection with location recording, being the property or temporary property of Transmission (TX) Ltd.

Hire of Alternative Property - In the event of indemnifiable Damage this section includes the necessary and reasonable cost of hiring alternative Property to continue shooting. Provided that the liability of the Insurer shall commence from the date of the indemnifiable damage and end when such property has been repaired or replaced but shall not exceed £10,000 in respect of any one accident or series of accidents arising out of any one occurrence.

Vehicle Warranty - Whilst the Property is contained in a vehicle:-

- (i) all doors, windows and other openings must be fully closed and locked with the equipment situated in an enclosed luggage compartment capable of concealing the equipment from view (unless the vehicle is a van or where a cage is fitted to the vehicle) whenever the vehicle is left unattended
- (ii) between the hours of 9.00 pm and 6.00 am, the vehicle must be fully alarmed whilst unattended or kept in a locked garage or building or security compound.

EXCLUSIONS

General Exclusions

The Insurers shall not be liable for:

1. Policy Excess - The amount as stated in the schedule
(Not normally more than £800 for each and every loss)
2. War Risks - War invasion act or foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
3. Radio Active - Damage to any property whatsoever or any loss or expense whatsoever resulting contamination or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Sonic Bang - Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
5. Wear, tear and general operating plus certain expendable parts or consumables gradually developing defects, cracks, flaws or fractures
6. Scratching or scoring of lenses unless accompanied by, otherwise indemnifiable damage.
7. Losses from unattended unlocked vehicles (*subject to vehicle warranty*)
8. Acts of Terrorism. Damage or Consequential Loss elsewhere than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of:-
 - (i) civil commotion
 - (ii) terrorism

Damage to any property whilst outside the EU and caused by terrorism, riot, strike lock out or civil commotion. The maximum liability of the insurers in respect of any damage to any property caused by terrorism riot strike lock out civil commotion outside Great Britain but in any other EU country shall be £100,000 - any one loss.

Specific Exclusions

The Insurer shall not be liable for:-

Consequential Loss

1. Loss of use of Property or any other consequential loss unless more specifically insured

Excluded Parts

2. Damage to: -
 - (i) light sources and other expendable parts unless accompanied by other indemnifiable Damage;
 - (ii) film, video and sound recording tape which is lost or damaged at custom points as a result of exposure by surveillance machines
 - (iii) film, video and sound recording tape whilst contained within any camera, sound or video recording equipment.

Packing

3. Damage caused by insufficiency or unsuitability of packing or preparation of the Property for transportation

Maintenance

4. Damage recoverable under any guarantee or maintenance rental hire or Agreement lease agreement

Intentional Acts

5. Damage caused by:-

- (i) the intentional act or wilful neglect of the insured;
- (ii) experiments involving the imposition of any abnormal conditions on Property

Guarantee of

6. Penalties for delay or detention or in connection with guarantees of performance or efficiency.

Inventory Loss

7. Unaccountable losses discovered on the occasion of stock or inventory checks.

IMPORTANT GENERAL CONDITIONS - (Relating To Insurance Cover)

Non-Disclosure: The insurance by the Policy shall be voidable if there has been misrepresentation, misdescription or non-disclosure of any material particular.

Changes in Risk: This Policy shall cease to be in force if there is any alteration in the Production which increases the risk of Damage or the Insured's interest ceases other than by will or operation of the law.

Reasonable Precautions: The Insured must take all reasonable precautions to prevent or diminish liability, damage and exercise reasonable care in the selection of employees.

Claims Procedure:

(a) any occurrence which may result in a claim being made under this policy must be reported within 30 days (7 days in the case of Damage caused by theft, riot, civil commotion, strikes, lockout out workers or persons taking part in labour disturbances or malicious persons)

(b) the final assessment of any claim shall be made when shooting is completed or finally abandoned and the Insured shall within 30 days of completion or final abandonment of the production deliver in writing to the Insurers a statement of the claim and shall assist in such assessment by producing for inspection all books and policies and giving all the information and explanations which are reasonably necessary to enable the net loss to be determined

(c) in the event of malicious damage, theft or damage of any property immediate notice shall be give to the Police

(d) all practical steps must be taken to minimise the damage or recover missing property

(e) the Insured or any person claiming indemnity shall at his own expense give all information evidence and assistance as required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected with it.

Fraud:

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy or if any damage is occasioned by the wilful act or with the connivance of the Insured all benefit under this policy shall be forfeited.

Other Insurances: If at the time of any damage to any property insured there be any other insurance affected by or on behalf of the Insured covering any of the property damaged, the liability of the Insurer shall be limited to its rateable proportion of such damage.

Subrogation: The Insurer may at its discretion take over the defence and settlement of any claim and at any time in the name of the Insured or any other person entitled to indemnity and seek recoveries and indemnities from other parties

Arbitration: If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) the matter will be referred to an arbitrator appointed by the parties in accordance with the statutory provisions relating to arbitration then in force and the making of an award shall be a condition precedent to any right of action against the Insurer.

Warranties: Non-compliance with any warranty in so far as it increases the risk of Damage shall be a bar to any claim in respect of such Damage.