

Motion Control Cameras Ltd
Unit 6 Belvue Business Centre
Belvue Road , Northolt
Middlesex , UB5 5QQ

1. Motion Control Cameras Limited is a limited company registered in the United Kingdom hereinunder referred to as "the Company"
2. The Company's charges are not proportionate to the value of the equipment nor to the total sums of money involved in the Client's work and thus the company shall not be liable for any loss or damage of any kind, whether consequential or otherwise and whether caused by negligence or otherwise, resulting from any delay, detention, late delivery, non-delivery, defect or deficiency of, or relating to any equipment, film or other materials supplied (whether by hire, sale or otherwise), processed, handled, stored, transported or received by the Company or the services of technicians or services of any nature whatsoever provided by the Company, its directors, servants or agents.
3. The Client at all times keep the Company, its directors, servants or agents effectively indemnified against all actions, proceedings, costs, charges, claims and demands whatsoever which may be made against the Company, its directors, servants, or agents by any third party in relation to or in connection with equipment, film, materials, the services of technicians or any other services supplied to the Client by the Company.
4. The Client acknowledges that he has inspected and tested all the equipment set out in the Schedule of equipment quoted and listed at the time of rental and agrees that the Company has made no warranties or representations expressed, implied, oral, written or otherwise as to condition, performance, operation, fitness for use, usability or any other matter. The Client acknowledges that he has received all equipment in good workable order and operating condition, mechanically, electrically, optically, and in all other respects.
5. The Client shall not seek to recover damages for personal injury or damage to property caused by the operations or in the course of the operations of the Company or in any matter or thing in relation thereto against any director, servant, or agent of the Company and shall pay any sum recovered in breach of this condition to the Company, which shall hold such sum as trustee for and pay to the person from whom recovered.
6. The higher charge for equipment commences from the time the equipment leaves the Company's premises and is terminated at the end of the agreed higher period or when the equipment is returned or, or if damaged, repaired or, if lost or damaged beyond repair, replaced, which ever is the later, provided that the amount of any additional higher charge payable as a direct result of any accidental loss or damage to equipment shall not exceed 13 weeks rental. The Company reserves the right to alter at any time and without prior notice the prices and specification in its equipment higher catalogue generally schedule of equipment quoted and listed or for any particular class of equipment or service or client.

7. So long as the Client is not in default of these Conditions of Business the Company will at its own expense undertake the repair and maintenance of the equipment arising from normal usage by the Client provided that the Client returns the equipment to the Company's premises or to such other place as the Company may require at the Client's expense. The Company shall not be liable to the Client for any loss occasioned by delay in the Company carrying out such repairs or maintenance or arising from the breakdown of the equipment from any other cause whatsoever. If the equipment requires replacing, any replacement is subject to there being suitable equipment available.
8. The Client agrees to keep and maintain the rental equipment and supplies in good condition, reasonable wear and tear excepted, and assumes full responsibility for the value of such equipment and supplies until such rented items are returned in good order to the actual possession of the Company. If the equipment is returned soiled or in poor condition the Client shall bear the cost of the Company cleaning the equipment.
9. The Client shall compensate the company for any loss which the Company may suffer as the result of any cancellation or variation of any order for the supply, whether by hire, sale or otherwise, of equipment, material, film or other 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 and shall pay to the Company the full cost of replacing the equipment or repairing any damage together with any additional hire charge which shall become due as a result of the loss or damage and delay in the ability to use the equipment or any breach by the Client of these Conditions of Business.
10. The Client must make no attempt to repair the damaged equipment or to replace the lost equipment, but shall notify the Company promptly when the equipment is in need of repair, adjustment (except insofar as is necessary for its proper use) or replacement. And the Client shall not request or permit or authorise any person other than the Company to carry out any repairs replacements or adjustments. The Company undertakes to use its best endeavours to repair, adjust or replace faulty equipment.
11. Without the previous consent of the Company, the hired equipment must not be used on any abnormal or hazardous assignment, taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by a recognised airline. The Client must keep hired equipment in its custody and must ensure that it is used in a skilful and proper manner by persons having the appropriate qualifications and experience and who are familiar with the type of equipment. The Client must protect hired equipment from the elements and take all precautions for its safety.

12. The Client must not sell, loan, assign, pledge, encumber, part with possession or suffer any lien to be created over the equipment and the Company may terminate any hiring contract forthwith and without notice in the event of the Client making any attempt to do so or making any act or omission which, in the opinion of the Company, jeopardises the Company's rights to the equipment or in the event of the Client becoming the subject of any bankruptcy or liquidation proceedings or becoming insolvent or allowing any judgement of a well founded claim to remain unsatisfied or failing to comply with any of these Conditions.
13. It shall be permissible for a representative of the Company to enter any premises upon which hired equipment is kept or reasonably believed to be kept for the purposes of its any costs incurred in repossessing the hired equipment at the termination of the hiring period.
14. Any acceptance of the return of or repossession of equipment or the granting of any indulgence by the Company shall not constitute a waiver of any of its rights under the Conditions.
15. **(i)** The Client shall keep the equipment insured against the loss or damage at full current replacement value from the date of delivery or collection of the equipment until physical possession of it is retaken by the Company. Such insurance shall be effected by the Client with a reputable British insurance company and the company's interest shall be noted on the policy and details of such policy must be supplied in writing to the Company.
(ii) Where the Company is not notified by the Client on the Client taking possession of the equipment that such insurance has been affected by the client, the Company may effect insurance on the clients behalf. A charge will be made to the client for such insurance. Full details of the cover provided and the terms, exceptions and conditions of the policy will be made available by the Company to the Client on request.
(iii) The Client must ensure that any insurance is not invalidated or rendered violable. The Company must be informed in writing in sufficient time proper to the commencement of the hiring for underwriters to be consulted if special or extended cover is required.
(iv) It must be noted that any insurance effected by the Company on the Clients behalf requires the Client to pay the first Three Hundred Pounds Sterling (£300.00) of any loss and maybe invalidated if loss or damage is attributable to the negligence of the Client, his servants or agents or any other person to whom the Client permits access to the equipment or where loss or damage to the hired equipment results from theft or attempted theft of the hired equipment or where left unattended in motor vehicles or any other risk not covered by the policy.
(v) Notwithstanding any insurance, the Client remains ultimately liable at all times during the higher period for additional hire charges and for all risks of loss or damage (including for example war risk and consequential loss) without limitation in accordance with these conditions.

16. Where the hired equipment is lost, stolen, damaged or damaged by the negligence or wrongful act of a third party the client shall immediately notify the Company thereof. In addition, the Client shall not compromise any claim without the consent of the Company, and shall allow the Company to take over the conduct of any negotiations (except in relations to claims with the client for personal injuries, loss of the use of the goods or damage to the property of the Client unconnected with the hired equipment). Further, the Client shall, at its own expense take such proceedings (in the Clients sole name or jointly with the Company) as the Company shall direct, holding all sums recovered, together with any monies received by the Client under any policy of insurance taken out by the Client pursuant provisions of this agreement, on trust for the Company and paying or applying, as the Company directs, such part thereof as is necessary to discharge the Client's liability to the Company at the date of such payment and to compensate the Company for the loss, theft or destruction of or damage to hired equipment, any surplus being retainable by the Client of its own behalf.
17. The Client agrees not to remove or cover any tag or name plate on the equipment showing ownership by MOTION CONTROL CAMERAS LIMITED
18. Any term representation or warranty expressed or implied that has not be included herein or in any additional agreement with the Client shall not be binding on Motion Control Cameras Limited.
19. No representative or warrant collateral or otherwise shall bind the Company and no statement when ever made shall vary these conditions unless such representation or warranty or statement shall be made in writing and signed by a director of the Company and a Client and stated specifically to be made in pursuance of this paragraph 19 of the Conditions.
20. This agreement is conditional upon the equipment being available for hire at the date when the hire period is to commence.
21. All payments hereunder are due and payable within thirty days of the invoice date. If the same is unpaid, interest shall run on any balance outstanding at a rate of four percent above Barclays Bank base lending rate from time to time but this shall not prejudice the Company's right to withdraw the equipment for breach of the terms hereof. If payment due is not made within thirty days of the invoice date, the Company reserves the right to withdraw any discount facilities that may have been made available to the Client.
22. A discount facility may be offered to the Client at the complete discretion of the Company if the Company is replacing or repairing which is faulty.
23. This agreement shall be governed by and interpreted according to the laws of England and the United Kingdom.