

BPL HIRE CONTRACT ("Contract")

TERMS AND CONDITIONS ("T's and C's")

I. Definitions

In these T's and C's the following expressions have the following meanings:

"BPL" Broadley Productions Limited.

"the Customer" any person or firm or company dealing with BPL or any servant or employee of such a person firm or company.

"Equipment" shall include all fixtures and vehicles lighting and other materials provided by BPL or by its nominated sub-contractors set out in the equipment list in the BPL quote.

"Hire Fees" the total fee due from the Customer set out in the BPL quote.

"Hire Period" shall mean the time and dates as set out in the BPL quote.

"Services" shall include all studio space or stage location facilities and the services of drivers and assistants and other personnel of BPL or of any sub-contractor of BPL.

"Studio" the premises of BPL for the time being where the services and equipment are provided.

II. General

1. The Customer must maintain its own insurance cover against consequential loss of profit and other risks and must maintain its own cover against loss damage or theft of its own equipment brought onto the premises, equipment hired in by themselves and equipment owned by BPL or hired in by BPL from sub-contractors. All equipment must be covered by the insurance of the Customer for the entire period that it is at the premises of BPL, i.e., from the time it is delivered to the Studio until it is collected by, or delivered to, the sub-contractor or Customer. Under no circumstances will BPL entertain any claims arising out of any failure of the Customer to maintain its own insurance cover.

2. These T's and C's constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of BPL.

3. Full details of the Services and Equipment to be provided by BPL during the Hire Period together with the Hire Period fees are set out in the BPL quote.

4. Nothing in these T's and C's is intended to exclude restrict or modify liability on the part of BPL resulting from negligence or otherwise unless permitted by Statute.

5. The Customer must send to BPL by registered post or e-mail a copy of their production insurance certificate prior to the commencement of the booking.

III. Studio Hire

1. Any confirmed bookings cancelled less than 45 working days prior to the commencement will be billed at the full rate plus any costs incurred by BPL by way of expenses. The Customer will receive credit against such cancellation charges if the Studio is re-booked to another customer.
2. Bookings may only be extended with the prior consent of BPL.
3. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by BPL or by any statutory body or local authority.
4. The Studio is available for the exclusive use of the Customer named in the quote and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilise the Studio without the prior written consent of BPL.
5. The Customer is responsible for any loss or damage occasioned to the Equipment, (whether owned by BPL hired in by BPL from sub-contractors or hired in by the Customer) or the Studio caused by or arising from the Customer use thereof or by any employee, agent or sub-contractor of the Customer.
6. Any materials used in connection with sets constructed by the Customer shall be promptly removed from the Studio at the end of the Hire Period at the expense of the Customer.
7. No alterations decorations or additions to the Studio are permitted without the consent of BPL and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by BPL arising out of any breach of this Condition shall be paid by the Customer.
8. The Studio is supplied clean with a white painted cove if applicable at the start of the Hire Period and all the costs of painting repairing and maintaining this state are payable by the Customer. BPL must be notified by the Customer at the start of the Hire Period if any aspect of the condition or decoration of the Studio or the cove is unacceptable. If no such notification is given the Studio and cove and decoration will be determined to be of an acceptable standard for use by the Customer. Special painting requirements should be notified to the Studio manager at least 14 days in advance and the proposed requirement will be price quoted.

IV. Hire of Services and Equipment

1. All Equipment and Services to be provided as part of this Contract as set out in the BPL quote are supplied by BPL entirely at the risk of the Customer. BPL shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit.
2. All Equipment supplied to the Customer is in good condition. The Customer must notify BPL at the time of supply if the condition of the Equipment is not acceptable.
3. In no circumstances shall BPL be liable for any transport cost or for any loss or damage including

consequential loss or damage however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.

4. The Customer may not without the written consent of BPL (i) Remove the Equipment from the Studio premises; or (ii) modify or alter or tamper with the Equipment in any way; nor (iii) use the Equipment in a manner not recommended by the manufacturer; (iv) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; or (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

5. Where at the request of the Customer BPL supplies to the Customer the services of a driver, assistant, sub-contractor, freelancer or other person such person shall be deemed to be the employee of the Customer and the relevant services shall be deemed to be rendered by the Customer and BPL shall not be liable for loss or damage of any kind however caused.

6. BPL shall not be liable for any loss or damage arising out of any statement advice instruction or any other representation given or made by any employee or representative of BPL or any other person whose services are supplied to the Customer.

7. The Hire Period cannot be extended other than with the prior consent of BPL.

8. Equipment must be returned promptly at the end of the Hire Period in good condition (save for fair wear and tear). The Customer shall pay or compensate BPL for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time. Should any Equipment be damaged or destroyed during the Hire Period the Customer will notify the Studio manager immediately and the Customer shall pay compensate BPL for the damaged or destroyed Equipment.

9. Bookings and cancellations must be made in accordance with the Conditions 2 and 3 of Paragraph II above.

V. Payment and Fees

1. The Hire Period Fee will be paid in accordance with the BPL quote. The Customer must settle accounts within 14 days of the date of the BPL quote.

2. Overdue accounts will accrue interest at 4% per month or part thereof.

3. BPL reserves the right to make an additional hourly labour charge to cover any costs incurred by BPL pursuant to condition 9 paragraph III above.

4. Any additional Equipment, Services, staff or modifications to BPL booking form shall be billed to and paid by the Customer.

5. At the end of the Hire Period the Customer may be charged at the discretion of BPL an additional rental where the Studio or any item of Equipment is delivered to or returned to BPL in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.

VI. Exclusions of Liability

BPL shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

(a) any damage to loss of property by the Customer or the Customers employees, agents or any third party.

(b) any breakdown stoppage or failure of the Studio facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by BPL.

(c) any death or injury occasioned to any Customer or employee or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of BPL or the employee or agents of BPL.

(d) for any fines and/legal costs incurred by BPL or the Customer for any activity connected with the hire of the Studio or Equipment.

(e) any failure on the part of BPL to comply with its obligations to the Customer due to any circumstances beyond the control of BPL.

VII. Indemnity

The Customer shall at all times keep BPL indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against BPL its agents or representatives by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by BPL even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of BPL its directors agents or representatives save in respect of any death or personal injury caused by the negligence of BPL.

VIII. Termination

BPL may terminate this Contract with the Customer upon the happening of any of the following events:

(a) if the Customer shall fail to pay any of the monies due to BPL or dishonour any cheque paid to it; or

(b) if the Customer enters into liquidation or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or

(c) if the Customer shall be in breach of any of the terms of these T's and C's and any such termination shall be without prejudice to any rights accrued to BPL against the Customer prior to the date of termination.

IX. Applicable Law

This Contract shall be read and construed in accordance with the Laws of England.