

## CAMBERWELL STUDIOS TERMS AND CONDITIONS OF HIRE

### **1. NOMENCLATURE**

In this Agreement the expression "Camberwell Studios" means Camberwell Studios Ltd. The "Hirer" means the person, firm or Company with whom Camberwell Studios Ltd contracts. The expression the "Equipment" means the goods and services described and the Conditions means these terms and conditions of hire.

### **2. GENERAL**

**2.01** This Agreement contains all the terms agreed between the Parties except such variation in writing as shall be agreed and signed by a Director of Camberwell Studios Ltd and by or on behalf of the Hirer. If any of the Conditions are inapplicable this shall not affect the validity of the remaining Conditions.

**2.02** The invalidity of any of the Conditions or any part of any Condition shall not affect the validity of the remainder.

**2.03** Any forbearance or indulgence on the part of Camberwell Studios its servants or agents to enforce fully or at all any of the conditions shall not constitute a waiver of Camberwell Studios rights and shall be entirely without prejudice to those rights.

**2.04** The hirer may not assign, transfer charge, let or sublet or otherwise deal with its rights and obligations under this agreement.

**2.05** This agreement shall be governed by and construed in accordance with the Laws of England; and Camberwell Studios and the hirer hereby submit to the jurisdiction of the English courts.

### **3. CREDIT AND PAYMENT**

**3.01** The hirer shall pay to Camberwell Studios the hire immediately on booking or if agreed to be at a later time immediately upon a written demand (email permitted). The hire shall be subject to VAT.

**3.02** Camberwell Studios does not provide credit facilities and in all cases the Full balance of hire shall be made on the first day of the Period when the facilities are to be used by the Hirer.

**3.03** If payment is not made on the due date the Hirer shall pay interest on the overdue amount at the annual rate of 8% above Bank of England base rate accruing daily.

### **4. TITLE**

**4.01** Title in the equipment shall not pass to the Hirer and the Hirer shall have no right or interest in the equipment otherwise than as a Hirer and the Hirer shall not do or permit to be done any act or thing which might prejudice or interfere with Camberwell Studios rights of ownership or any other interest or rights in the equipment.

**4.02** The Hirer shall keep the Equipment free from any distress, execution or other legal process and shall not let, lend, sell, assign, transfer, charge, encumber, dispose of, or otherwise deal with, or part with possession or control of the Equipment.

**4.03** The Hirer shall notify Camberwell Studios of any change in the Hirer's address and at Camberwell Studios request shall promptly inform Camberwell Studios of the whereabouts of the Equipment and provide the Company with all the information necessary to enable it to locate the Equipment.

**4.04** The Hirer shall permit and authorise Camberwell Studios and any person authorised by Camberwell Studios to enter upon the premises at which the Equipment is kept for the purpose of inspecting and examining the condition of the Equipment and for any other purpose authorised hereunder.

### **5. MAINTENANCE AND INSURANCE**

**5.01** The Hirer shall keep the Equipment in good repair and condition.

**5.02** The Hirer shall be liable for any loss theft destruction or damage to the Equipment or any part thereof of howsoever caused.

**5.03** Without prejudice to its liability under Clause 5.04 unless otherwise informed the Hirer shall forthwith insure the Equipment and keep the same insured for the full replacement value of the Equipment with such persons and under a form of policy covering all risks normally insured against by a prudent business person and which shall in particular cover loss by fire, flood, theft and accidental damage. The Hirer hereby irrevocably appoints Camberwell Studios as its agent for the purpose of negotiating with the insurers and receiving all Monies which may become payable under any policy or policies covering the equipment. The Hirer shall promptly pay all premiums payable under the said policy and produce the receipts for such payment to Camberwell Studios on demand and do

everything necessary to maintain the said policy in full force and effect and not to do anything whereby the said Policy will, or may, be vitiated.

**5.04** If the Equipment or any part thereof deteriorates or is lost stolen destroyed or damaged the Hirer shall immediately notify Camberwell Studios thereof by telephone and thereafter shall promptly confirm the same in writing and at Camberwell Studios request shall provide full particulars of the circumstances in which the Equipment deteriorated or was lost stolen destroyed or damaged.

**5.05** The loss theft deterioration or destruction of, or damage, to the Equipment shall not affect the continuance of this Agreement or the Hirer's liability for payment of the Hire rent.

## **6. WARRANTIES**

**6.01** It is hereby acknowledged and agreed by the Hirer that no warranty or stipulation of any kind has been made by Camberwell Studios or on its behalf in respect of the Equipment.

**6.02** The Hirer has inspected and tested the equipment prior to the signing hereof and has made all other relevant enquiries concerning the same and the Hirer has satisfied himself as to the condition, quality, description and all aspects of the equipment.

**6.03** All warranties conditions and stipulations expressed or implied statutory or otherwise relating to the condition of the equipment or its merchantable quality or suitability or fitness for the particular or any purpose for which it is or may be required or that the equipment's compliance with any description or sample are hereby excluded and the Hirer hereby accepts such exclusions as being reasonable.

## **7. DELIVERY**

**7.01** Any stated delivery date is an estimate only.

**7.02** The Company shall not be liable for any expense, loss or damage suffered howsoever arising whether directly or indirectly out of any failure to meet any delivery date.

## **8. OPERATION OF THE EQUIPMENT**

**8.01** The Hirer shall ensure that the Equipment is operated at all times in a skilful and proper manner and used for the purpose or purposes for which it was intended by persons who are competent to operate the same and shall not permit any additions or alterations to the Equipment other than adjustments to directly accessible controls intended to be adjusted during normal use of the Equipment.

**8.02** The Hirer shall keep the Equipment at all times in the possession of and under the control of the Hirer.

**8.03** The Hirer shall keep the Equipment and all parts thereof in the same order and condition as at the commencement of the hire period (fair wear and tear only excepted) and shall not repair attempt to repair or have repaired the Equipment in the event of any breakdown or malfunction but shall notify Camberwell Studios forthwith of such breakdown or malfunction and shall promptly conform the same in writing.

## **9. LIMITATION OF LIABILITY**

**9.01** Camberwell Studios shall be liable for injury and damage which directly arises from the hire to the extent that it is caused

(a) by any defect in or malfunctioning of the Equipment and

(b) by Camberwell Studios negligence

but otherwise Camberwell Studios shall not be liable for any costs claims loss damage or injury to persons of whatsoever nature and howsoever caused.

**9.02** Without prejudice to Clause 9.01 Camberwell Studios shall not in any event be liable for consequential or indirect loss or damage howsoever arising.

**9.03** The Hirer shall fully indemnify Camberwell Studios against all claims and demands made upon Camberwell Studios by reason of any such loss injury or damage for which Camberwell Studios is not liable hereunder.

**9.04** Camberwell Studios shall not be liable for any loss of any description whatsoever suffered by the Hirer as a result of the Equipment or a part thereof being unserviceable or out of order or unusable or functioning at less than its optimum level of performance.

## **10. TERMINATION**

**10.01** Camberwell Studios may forthwith by written notice to the hirer terminate the hire period of this agreement without prejudice to its other rights and remedies contained herein if:

(a) The hirer shall fail to observe and perform any of the conditions: or

(b) Shall give notice to its creditors or any of them that the hirer has suspended or is about to suspend its business or payment of its account or

(c) If the hirer shall be unable to pay his debts or have no reasonable prospect of being able to pay his debts or being a company shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(d) If an order shall be made or an effective resolution passed for the winding up of the hirer (otherwise than for the purpose of and followed by a reconstruction or amalgamation): or

(e) If an administrator or receiver or manager or administrative receiver shall be appointed.

**10.02** Upon the expiration or earlier termination of the hire period the Hirer shall no longer be in possession of the Equipment with Camberwell Studios consent and the Hirer shall unless otherwise required by Camberwell Studios at the Hirer's own risk and cost, deliver up the Equipment at the address of Camberwell Studios stated overleaf or at such other address as Camberwell Studios may specify or if not so required shall hold the Equipment available for collection by Camberwell Studios or its agents and Camberwell Studios or its agents may without notice enter the Hirers' premises for the purpose of retake possession of the Equipment and shall have the right to dismantle any machinery product item or equipment to which the Equipment or any of it has been incorporated. These Conditions shall remain in full force and effect until the delivery of the Equipment to Camberwell Studios or the collection of the Equipment by Camberwell Studios or its agents whichever shall apply.

## **11. CONFIRMATION, CANCELLATION AND CURTAILMENT**

**11.01** A booking is considered confirmed when we receive the agreed deposit payment.

**11.02** If a confirmed booking is cancelled or curtailed less than 14 days before the date of the booking a charge of 25% of the total booking value is due and will be deducted from any deposit payment.

**11.03** If a confirmed booking is cancelled or curtailed less than 7 days before the date of the booking a charge of 50% of the total booking value is liable due and will be deducted from any deposit payment or claimed where the charge exceeds such deposit.

**11.04** These conditions may only be varied by written permission of a director of Camberwell Studios

## **12. RELATIONSHIP OF THE PARTIES**

**12.01** Both Camberwell Studios and the Hirer are independent contractors and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any manner. Camberwell Studios shall not be responsible to third parties for any claim arising out of the activities of the Hirer and the Hirer shall indemnify Camberwell Studios against any such claim.

## **13. COSTS**

**13.01** The Hirer shall repay to Camberwell Studios forthwith on demand all expenses, cost or charges incurred as a result of, or in any way connected with, any breach of this Agreement by the Hirer.

**13.02** The customer will pay to the Company its hire charges in respect of any equipment which it fails to return to the Company or which is returned damaged until the date when the Company receives from the customer, its agents or insurers, the full replacement cost of the equipment or full cost of repairing such equipment or the date when such equipment is replaced or whichever date shall be the later.

## **14. DIVISIBILITY CLAUSE**

**14.01** This contract is divisible. The work performed in each period during the currency of the contract shall be invoiced separately. Each invoice for work performed in any period shall be payable by the customer in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any period.

I have read and agree to be bound by Camberwell Studios Ltd terms and conditions.