

GENERAL TERMS AND CONDITIONS

1.1 In these conditions, save where the context requires otherwise;

The company means Oztex Services Ltd:

“The Contract means the contract between the client and the company for the hiring of the Equipment constituted by the schedule and these conditions;

“The Hirer ‘ means the person whose details are set out in the schedule;

The schedule means the schedule set out overleaf;

1.2 Headings are for ease of reference only and shall not affect construction; and

1.3 Words importing one gender shall be treated as importing any gender, words. Importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing whole shall be treated as including a reference to any part thereof.

2. PERIOD OF TIME

2.1 The period of hire shall commence from whichever is the earlier of the time the Equipment is made available to the client or leaves the Company's premises, or on the date of signature of the schedule the authorised representative of the Company.

2.2 The period of hire shall continue until the Equipment is returned to the company and the company issues to the Hirer an acknowledgement of receipt in respect of the Equipment, signed by the authorised representative of the Company.

3. EQUIPMENT

3.1 The Hirer warrants to the Company that it has selected the Equipment, has inspected the same and is completely satisfied that the equipment is in good working order, is undamaged and is fit and suitable for the purpose intended by the Hirer. The Company shall not be responsible for any defects or deficiencies in the Equipment unless an appropriate specific note is made on the schedule and such note is countersigned by the authorised representative of the Company.

3.2 In view of the warranty given in condition 3.1. The company does not give any warranty or condition of any kind whatsoever in relation to the equipment and all warranties and conditions, expressed or implied by statute, common law or otherwise are hereby excluded.

4. HIRE CHARGE

4.1 The Hirer shall pay the Company during the period of hire relation to each item of the Equipment the hire charge specified in the Company's rate card for the time being in force, or as otherwise agreed by the Company in writing, together with value added tax thereon at the rate applicable at the time of payment.

4.2 Hire charges are payable within 30 days of the date of the Company's invoice. For non-account customers, hire charges together with any deposit required are payable in advance.

4.3 If the Hirer cancels an order within 24 hours of the date when the period of hire was due to commence the Hirer shall pay the Company a cancellation charged not exceeding the total agreed anticipated hire charge for the cancelled hiring.

4.4 Payments shall be made to the Company without deduction, claim or set off in such manner and at such place as the Company may from time to time require. The Company reserves the right to

appropriate any payments (not withstanding express appropriation by the Hirer) to any sums payable to the Company under this or any other agreement between the parties.

4.5 Time of payment of all sums due to the Company under this Agreement shall be of the essence.

4.6 The Company at its discretion may charge interest at 2 per cent per month on any sum not paid on the due date. Such interest shall run from day to day and accrue after as well as before any judgement and shall from time to time be compounded monthly on the amount overdue until payment thereof.

5. HIRER'S OBLIGATIONS

The Hirer shall during the period of hire:

5.1 Keep the Equipment in good and serviceable repair and condition and shall ensure that the Equipment is safe and without risk to health and that it is used in a skilful and proper manner and used by persons which are competent to operate the same and that all information and advise relating to its use is strictly observed;

5.2 Not use the equipment or permit the equipment to be used for any abnormal or hazardous assignments without the prior consent of the Company.

5.3 Promptly attend to any and pay for a; maintenance of and repairs and other work to the equipment.

5.4 The Hirer agrees not to disclose any details of the equipment in video photo or written articles supplied to any media outlet or other third party without prior written consent of the Company.

5.5 Not remove the Equipment from the UK without prior written consent from the Company.

5.6 Notify the Company of any loss or damage to the Equipment within 48 hours of such loss or damage.

5.7 The Hirer shall be liable for any loss theft destruction or damage to the Equipment suffered how so ever caused.

5.8 The Hirer shall 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 in particular covers loss by fire, flood, theft and accidental damage. The Hirer must do everything necessary to maintain the said policy in full force and effect and not do anything whereby the said policy will or may be vitiated.

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