



TERMS AND CONDITIONS

The following conditions are applied to the hirer of equipment/goods supplied by Matthew Bohun Lighting Ltd

Matthew Bohun Lighting Ltd shall not be liable for any delay in, or failure to, perform any of its obligations here under if the delay or failure is caused by circumstances outside the reasonable control of the company.

Interpretation

In this contract the following words have the following meanings:

"The Hirer" means the person, customer, firm, company, representative of a firm or company, or other individual or organisation hiring equipment from Matthew Bohun Lighting Ltd.

"Hire Period" means the period commencing when the hirer holds the hired equipment on hire (including Saturdays, Sundays, Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of equipment by the hirer into Matthew Bohun Lighting Ltd possession; or (ii) the physical repossession or collection of hired equipment by Matthew Bohun Lighting Ltd.

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events.

"Hire Goods" means any Machine, Article, Tool, Equipment, Vehicles, Plant Inc Generators and/or device together with any accessories specified in a Contract which are hired to the Customer.

"Cross Hired" means the hiring of equipment by Matthew Bohun Lighting Ltd from other equipment rental providers/suppliers on behalf of the hirer.

The Hirer agrees to the following:

Basis of Contract

1. By placing an order, the Hirer shall be deemed to have accepted the terms and conditions of this agreement, which shall govern the provision of the services to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the hirer).
2. The equipment on hire belongs to Matthew Bohun Lighting Ltd, unless the invoice states the goods are purchased in which case they belong to Matthew Bohun Lighting Ltd until payment has been received by Matthew Bohun Lighting Ltd in full.

3. The hirer shall take good care of the equipment and ensure it is used in a proper manner by persons having the necessary experience, training and or qualifications. No attempt should be made to adjust, interfere with, or repair the equipment. A surcharge will be added to the hire in the event of such evidence found on the equipment upon its return and may also include a charge for the recalibration of the equipment or specialist cleaning required.
4. The hirer holds full responsibility for all equipment hired from Matthew Bohun Lighting Ltd as shown on quote up to and including lighting equipment, generators, and transport. No responsibility can be passed on to other persons or third parties.
5. The Hirer will be required to provide insurance to cover hired in goods up to and included for cost of replacement value as new of the hire.

Payment

1. The amount of any deposit, rental and/or charges for any services shall be as quoted to the hirer or otherwise as shown in Matthew Bohun Lighting Ltd current price list from time to time. Where a deposit is required for the hire goods it must be paid in advance of the hirer hiring the hire goods. Matthew Bohun Lighting Ltd may also require an initial payment on account of the rental in advance of the hirer hiring the hire goods.
2. The hirer is to pay the rental, charges for any services, monies for any products and/or any other sums payable under the contract to Matthew Bohun Lighting Ltd at the time period of 7 days unless agreed otherwise prior to engagement of hire. Matthew Bohun Lighting Ltd prices are, unless otherwise stated, exclusive of any applicable VAT for which the hirer will be additionally liable.
3. Payments by the hirer on time and in accordance with the contract are an essential condition of the contract. Payment will not be deemed complete until Matthew Bohun Lighting Ltd has received cleared funds in respect of the full amount outstanding.
4. If the hirer fails to make any payment in full on the due date Matthew Bohun Lighting Ltd may charge the hirer interest on the amount unpaid at the daily rate of 8% per annum, this shall be charged daily until payment is made in full. Additional admin charges maybe add Matthew Bohun Lighting Ltd discretion.
5. If the hirer fails to make payment in full on the due date without consulting Matthew Bohun Lighting Ltd, we reserve the right to remove any discount originally given at time of quote.

6. The hirer shall pay all sums due to Matthew Bohun Lighting Ltd under this contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
7. Matthew Bohun Lighting Ltd may set a reasonable credit limit for the hirer. Matthew Bohun Lighting Ltd reserves the right to terminate or suspend the contract for hire of the hire goods and/or the provision of services if allowing it to continue would result in the hirer exceeding its credit limit or the credit limit is already exceeded.
8. The hirer will pay Matthew Bohun Lighting Ltd an extra charge for each day the equipment is retained after the agreed date, which will not end until the equipment has been returned to Matthew Bohun Lighting Ltd.

Delivery, Collection and Services

1. The hirer will notify Matthew Bohun Lighting Ltd as soon as possible if the equipment needs to be kept for a longer period than originally agreed; in such circumstances the extended period of equipment hire cannot be guaranteed and is dependent on availability and approval by Matthew Bohun Lighting Ltd.
2. The hirer will notify Matthew Bohun Lighting Ltd immediately if any damage is caused to the equipment.
3. The hire period will not be terminated until the equipment is returned to Matthew Bohun Lighting Ltd premises, at the hirer's expense, unless a collection charge has been arranged by Matthew Bohun Lighting Ltd.
4. Fair wear and tear is accepted, provided that if the equipment is lost, damaged or destroyed the hirer will pay Matthew Bohun Lighting Ltd the loss of hire charge (thirteen weeks loss of hire cover), until the equipment is fully replaced, repaired or recovered (where appropriate) and delivered to Matthew Bohun Lighting Ltd premises by the hirer.
5. If any services are delayed, postponed and/or are cancelled due to the hirer failing to comply with its obligations, the hirer will be liable to pay Matthew Bohun Lighting Ltd additional standard charges from time to time for such delay, postponement and/or cancellation except where the hirer is acting as a consumer and the delay is due to a Force Majeure event.
6. The equipment is supplied to the hirer at the hirer's risk in all respects. This may include unforeseen events during delivery including transportation and delivery failure. If being delivered, in the event of equipment failing to arrive at an agreed

time to a hirer, Matthew Bohun Lighting Ltd will endeavour to re-arrange all of the hire period to an appropriate time and date.

7. The company director of Matthew Bohun Lighting Ltd holds the right for any company worker to enter upon any premises on which equipment is believed to be kept, for the purpose of recovery of equipment. At the end of the termination date, the hirer shall compensate Matthew Bohun Lighting Ltd for any cost of having to recover equipment in this way including lost revenue.
8. The conditions are taken as accepted, on collection from or delivery by Matthew Bohun Lighting Ltd.
9. Matthew Bohun Lighting Ltd is responsible for the repair and maintenance of their equipment and ensuring that all equipment is hired out in good working order and this is acknowledged without charge to the hirer provided that such maintenance has not occurred by misuse or damage whether accidental or otherwise.
10. Mileage will be charged by the mile from collection or leaving of business address until returned to business address. This will be charged at £1 per mile as outlined within the quote.
11. ULEZ Fees will be payable by Hirer where applicable if hirer is hiring the van as part of the contract with Matthew Bohun Lighting Ltd.
12. Congestion charge, Dart charge will be payable by hirer if driver deems it necessary to use these zones while working under the hirer's engagement.
13. Consumables will be charge for as laid out within the quote.
14. Cost for receiving and returning kit (i) Matthew Bohun Lighting Ltd OR freelance drivers' time will be charged at the drivers agreed overtime rate of the agreed daily rate to and from and location by driver unless agreed otherwise. This will be bookable by the driver themselves not as part of kit hire. OR (ii) A delivery and or collection charge is applicable if agreed prior to engagement by hirer and Matthew Bohun Lighting Ltd.
15. The production is liable for any driving charges, penalties, fines for all freelance drivers. For employees of Matthew Bohun Lighting Ltd the hirer are liable for and penalties or fines if received in the need /requirement of the job.

Liability and Insurance

1. The hirer will inform Matthew Bohun Lighting Ltd of any actions being taken against the company, the director or any employee/s (actions such as injury claims).
2. Any equipment left within Matthew Bohun Lighting Ltd offices, either on hold or for repairs not collected within three months will be disposed.

3. Matthew Bohun Lighting Ltd supplies equipment materials and special services in circumstances where it is customary for such essentials to be supplied at the hirer's risk and where the hirer is required to provide insurance cover.
4. By the hirer placing an order via phone or email the hirer constitutes a business transaction, thus creating an agreement into which both parties are freely entering.
5. Any advice issued instruction, guidance, or statement in connection with or relation to the use and application of any equipment/materials or services supplied by Matthew Bohun Lighting Ltd or direct staff, technical staff or customary agents, is given only on the condition that Matthew Bohun Lighting Ltd shall in no circumstances be liable for any loss or damage of any kind.
6. The agreement between Matthew Bohun Lighting Ltd and the hirer relies solely on the terms of these conditions and no representation or otherwise shall bind Matthew Bohun Lighting Ltd and no statement from any representative of Matthew Bohun Lighting Ltd shall vary these conditions unless a representative statement is made in writing and signed by the director of Matthew Bohun Lighting Ltd.
7. Matthew Bohun Lighting Ltd will endeavour to supply the hirer with replacement equipment if at any time during the hire period the equipment cannot be effectively repaired or maintained as a result of any mechanical or electrical fault. Matthew Bohun Lighting Ltd in this respect shall be subject to availability of replacement of such equipment.
8. Matthew Bohun Lighting Ltd shall not be liable for interruption or cancellation of work (filming/production or otherwise) if it fails to secure and supply replacement equipment of any sort. For replacement equipment due to the above reason a notification via email must be received, where possible, before the equipment can be released.
9. Equipment will be delivered to the original address at time of booking unless an alternative delivery arrangement is agreed between Matthew Bohun Lighting Ltd management and the hirer by phone or email within reasonable time given.
10. Insurance cover: The hirer undertakes responsibility for insuring all hired goods/equipment against "all risks" to full replacement value. Any loss or damage to the equipment is to be reimbursed to Matthew Bohun Lighting Ltd by the hirer to the full replacement value thereof. The hirer must have self-arranged insurance cover. A copy of valid insurance documentation must be provided and approved prior to release of any equipment and MUST show 'HIRED IN GOODS VALUE' in the document. No equipment will be released until valid insurance documentation has

been received and approved by Matthew Bohun Lighting Ltd. Insurance for sixteen weeks loss of hire, or up to and including the day of replacement equipment is received by Matthew Bohun Lighting Ltd for any damaged equipment in need of replacement, must also be secured.

11. Insurance must apply for the entire hire period including prep, shoot, wrap and transit.
12. Where reasonably possible, Matthew Bohun Lighting Ltd shall be noted as loss payee or additional insured.
13. Cost for damage to any vehicles will be at the hirer's liability, if an accident is involving a second or more vehicles and requires going through Matthew Bohun Lighting Ltd insurers the hirer will be liable for the excess as laid out within Matthew Bohun Lighting Ltd Insurance Policy. (i) This is applicable when vehicles are driven by freelancers. (ii) This is applicable if a Matthew Bohun Lighting Ltd driver is driving at the request or need of production in any unsafe or restricted area.
14. It is the responsibility of the hirer to qualify and ensure all freelancers drivers are over 25, have held a full UK Licence for a minimum of 2 years and must not exceed more than 6 points on their licence. This needs to be given to Matthew Bohun Lighting Ltd before the date of hire.
15. It is the Hirers responsibility to ensure that only drivers that have been given permission by Matthew Bohun Lighting Ltd shall oversee the movement any Vehicles while under hire.
16. For any lost or stolen goods/equipment is being claimed for against hirer should be clearly documented to producer/production with all available relevant information within 7 days of end of engagement of hire. Once this has been done hirer or insurers have 30 days to settle claim.
17. The hirer understands that insurance arranged by them to cover equipment hired from Matthew Bohun Lighting Ltd will be liable for the periods of delivery and return of any equipment. This includes equipment delivered and returned by staff of Matthew Bohun Lighting Ltd by any means of transport. The hirer's insurance will always be liable as soon as the equipment has left Matthew Bohun Lighting Ltd premises, until the hire kit is fully returned to Matthew Bohun Lighting Ltd premises.
18. Insurance must explicitly include cover for theft from unattended vehicles.
19. It is important that all hirer's and their insurers read Matthew Bohun Lighting Ltd terms and conditions, available upon request, as awareness of liabilities of the company or indemnity for the hirer may apply.

20. Matthew Bohun Lighting Ltd total liability to the hirer under and/or arising in relation to any contract shall not exceed five times the amount of the rental and charges for services (if any) under that contract or the sum of £1,000 whichever is the higher. To the extent that any liability of Matthew Bohun Lighting Ltd to the hirer would be met by any insurance covering Matthew Bohun Lighting Ltd, then the liability of Matthew Bohun Lighting Ltd shall be extended only to the extent that such liability is met by such insurance.
21. No liability is accepted, consequential or otherwise, by act or omission Matthew Bohun Lighting Ltd whether by negligence, delay, detention, late delivery, non-delivery, or deficiency in the equipment or order.
22. Insurance must cover loss or damage regardless of fault, including negligence of crew, except in cases of wilful misconduct.
23. Hirers should check the terms and conditions of their insurance policy as they might be liable for the excess in the policy if cover for this event is not in place.

General

1. Should a technical failure of equipment supplied by Matthew Bohun Lighting Ltd occur, causing the abandonment of the shoot or any form of production, Matthew Bohun Lighting Ltd will not accept liability for any failure to complete or re-shoot. Insurance for such an eventuality is the responsibility of the client.
2. The agreed quote for hired in equipment does not include consumables goods and broken, damaged bulbs or spare bulbs.
3. A cancellation charge of fifty percent of the hire period value shall be payable to Matthew Bohun Lighting Ltd between one week and three days' notice of cancellation, seventy-five percent if between three days and one day notice of cancellation, or if less than one day's notice one hundred percent of the hire period invoice will be payable.
4. The hirer should be aware the value of equipment hired in/cross hired from other companies/supplier's changes from hire to hire and should never assume the value remains the same from any previous hire.
5. Provisional bookings are taken on the understanding that they do not guarantee the availability of the equipment.
6. Missing, damaged/non-returned: If any of the equipment supplied by Matthew Bohun Lighting Ltd is returned damaged or with missing items, the hirer will be notified in person, email or by phone wherever possible. Up to seven days after

contact is made or correspondence is sent, Matthew Bohun Lighting Ltd will invoice the hirer for replacements of good and or loss of hire were deemed necessary.

Matthew Bohun Lighting Ltd shall have no liability to the hirer for any:-

- (i) Consequential losses (including loss of profits and/or damage to goodwill);
- (ii) Economic and/or other similar losses;
- (iii) Special damages and indirect losses; and/or
- (iiii) Business interruption, loss of business, contracts and/or opportunity.

Nothing in this contract shall exclude or limit the liability of Matthew Bohun Lighting Ltd for death or personal injury due to negligence of Matthew Bohun Lighting Ltd staff, nor exclude or limit any other type of liability which it is not permitted to exclude or limit as a matter of law.

Matthew Bohun Lighting Ltd advises the seeking of legal advice prior to initiating our terms and conditions.

TO BE COMPLETED BY HIRER:

Production Company:

Last Name:

First Name:

Contact Email Address:

Contact Phone Number:

Signature:

Date: