

DRG TELEVISION LIMITED
CONDITIONS OF HIRE

1. EQUIPMENT

All equipment on hire shall remain the absolute property of DRG Television Limited. The hirer must not remove or deface or cover any labels affixed by DRG Television Limited. In these conditions the expression "the Equipment" included the equipment originally hired and any substitute.

2. PERIOD OF HIRE

The period of hire commences at the beginning of the day from which the hirer has reserved the equipment or at the time the equipment passes from the possession of DRG Television Limited or its authorised representative whichever shall be earlier. The period of hire shall continue until the equipment is delivered into the actual custody of DRG Television Limited or an authorised representative or the expiry of the period for which the hirer has agreed to hire the equipment whichever is later but subject to termination in accordance with the terms of this agreement. Where delivery to the hirer is effected by a carrier independent of DRG Television Limited, the equipment shall be deemed for the purpose of this agreement to be in the possession of DRG Television Limited until actual delivery, provided that DRG Television Limited shall be under no liability in respect delay or misdelivery or non-delivery loss or damage in transit except to the extent that DRG Television Limited may be entitled to recover against such carrier in respect of the hirers losses. Throughout these conditions references to the condition of the equipment at the commencement of hire shall be construed as meaning the condition of the equipment at the time it leaves the actual custody of DRG Television Limited.

3. HIRE CHARGE

The daily hire charge shall be paid for every day or part of a day during the period hire. The hire charge shall be payable notwithstanding.

- a) any malfunction of failure of the equipment unless such malfunction is due solely to the condition of the equipment at the commencement of hire or
- b) the loss or damage to the equipment occurring during the period of hire.

Payment of hire charges shall be made by the hirer to DRG Television Limited within 30 days from the date of invoice. Payment of all other monies shall be made forthwith upon demand. All overdue money shall carry interest at 5% above the minimum lending rate of Nat West Bank plc from time to time in force before and after any judgement.

4. PURPOSE OF HIRE

The equipment may not be taken outside the United Kingdom unless special arrangements have been made with DRG Television Limited and confirmed in writing by DRG Television Limited. No alterations, adjustments or repairs other than such as are normally made by the operator are to be attempted or carried out by the hirer. DRG Television Limited warrants that the equipment hired is of merchantable quality (except as regards defects specifically drawn to the hirers attention and if the hirer has examined the equipment as regards defects which such examination ought to reveal and is fit for the purpose for which equipment of that description is commonly supplied). The hirer must satisfy itself whether the equipment is for any particular purpose whether or not such purpose has been disclosed expressly or by implication to the DRG Television Limited and all warranties as to fitness for particular purposes whether expressed or implied are hereby excluded.

5. TERMINATION

After the expiry of the period for which the hirer has agreed to hire the equipment DRG Television Limited shall be entitled to terminate this agreement of 24 hour notice. Such notice may be given by telephone, letter or electronic means to any person who DRG Television Limited believe to be under a duty to communicate such notice to the hirer provided that such notice shall be further confirmed by letter to the hirer at the address shown on the hire form. Any false statement or representation by the hirer or any person claiming to act on behalf of the hirer as to identity address or any other material particular of the dishonour of any cheque given by the hirer shall render this agreement void but instead of avoiding this agreement DRG Television Limited may at any time terminate the contract by notice as aforesaid or by requesting the police to recover the equipment.

6. HIRERS DUTY ON TERMINATION OR EXPIRY

On termination of expiry the hirer shall be under a duty to return the equipment to DRG Television Limited. Delivery shall take place either

- a) at the premises of DRG Television Limited during normal business hours or
- b) at the place at which DRG Television Limited delivered the equipment to the hirer at the commencement of hire or
- c) Some other place reasonably nominated by DRG Television Limited provided that delivery shall not be effected under b) or c) unless the equipment is delivered into actual custody of an authorised representative of DRG Television Limited. For every day after the termination of expiry of the hire and until the equipment shall be delivered into the actual custody of DRG Television Limited the hirer shall be liable to pay as agreed or liquidated damages a sum equivalent to the daily rate of hire under the agreement plus (in the event that DRG Television Limited has contracted to hire equipment of the same description to another hirer for the duration of such hire) 30% of the daily rate of hire.

7. LIMITATION OF LIABILITY

DRG Television Limited shall not be liable to the hirer for any loss (including consequential loss) sustained by the hirer as a result of any malfunction or failure of the equipment unless such malfunction or failure is due solely to the condition of the equipment at the commencement of the hire as defined above. In the event of malfunction or failure at any time it shall be the duty of the hirer to report the same to DRG Television Limited as soon as reasonably practical and in the event within 24 hours. DRG Television Limited undertakes that it will on receiving notification of a malfunction or failure of equipment use its best endeavours to procure as quickly as possible repair of the equipment or delivery of substitute equipment. DRG Television Limited shall not be liable for any loss (including consequential loss) arising out of the loss of use of the equipment during the period commencing which the malfunction or failure and ending the time in which DRG Television Limited could be using its best endeavours have procured repair or the deliver of substitute equipment to the hirer at the place where the equipment was delivered unless such malfunction or failure is solely due to the conditions of the equipment at the commencement of hire. If in the reasonable opinion of DRG Television Limited such malfunction or failure or any other damage to the equipment shall be due to the use or abuse of the equipment by an untrained personnel or any attempt at alteration or repair (other than such as are made by the operator) or as a result of negligence on the part of a hirer or any person on its behalf the hirer will pay the cost of repair or replacement of the whole or any part of the equipment according to the nature of degree of damage caused together with all expenses incurred by DRG Television Limited in connection with its recovery including customs dues, packing, freight and storage.

8. V.A.T.

The hire shall pay value added tax at the rate from time to time in force on all taxable supplies made by DRG Television Limited.

9. ARBITRATION

Any dispute between DRG Television Limited and the hirer concerning the terms of this agreement or their rights or liabilities of the parties hereunder shall be referred to a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment for the time being in force. The arbitrator shall be appointed by the president or failing him the vice president the time being of the Chartered Institute of Arbitrators.

10. INTERPRETATION

The paragraph headings are inserted for convenience only and do not form part of these conditions. Throughout this agreement the expression "DRG Television Limited" and "hirer" shall include these parties and their respective successors in title and any liability assumed by more than one person shall be a joint and several liability of those persons.