



Terms & Conditions of Hire 2024

1. Interpretation

1.1. In this Agreement unless the context otherwise requires: "**Agreement**" means collectively this agreement, any schedule(s) overleaf or attached and the Terms; "**Default Rate**" means 2% per month calculated on a daily basis (as well after as before any judgement); "**Equipment**" means the equipment and goods listed in this Agreement, all parts, accessories, additions and replacements (or any of them); "**Hire**" means hire of the Equipment subject to the terms of this Agreement; "**Hire Charges**" means No Drama's (ND) charges for the provision of Equipment and Services as agreed by ND in writing; "**Hire Period**" means the period during which Equipment or Services will be provided specified in the Schedule or such other period as agreed by ND in writing; "**Hirer**" means the person, firm or company identified as such in this Agreement; "**Party**" means ND or Hirer; "**ND**" means No Drama Ltd; "**Terms**" means the terms and conditions set out in and to which this Agreement is subject and any amendments expressly agreed in writing between ND and Hirer and signed by the Parties.

1.2. Headings are for convenience only and shall not affect interpretation.

1.3. Any typographical or clerical error or omission in documents issued by ND shall be subject to correction without liability on the part of ND.

2. Equipment Hire and services

2.1. ND agrees to supply Equipment subject to these Terms which shall govern the Agreement to the exclusion of any other terms and conditions contained in any document or implied by course of dealing and shall not be varied except in writing signed by ND and Hirer.

2.2. Unless otherwise agreed in writing by ND, all Equipment supplied by ND is supplied on hire in accordance with these Terms. As between the parties, ownership of Equipment shall remain at all times with ND. Hirer shall have no rights in Equipment other than as set out in this Agreement.

2.3. Hire shall commence on the first day and end on last day of Hire Period subject to the provisions of this Agreement for earlier termination. Unless ND otherwise agrees, Equipment will be collected from the offices of ND and returned to the same address by Hirer during normal working hours.

2.4. This Agreement may not be cancelled by Hirer, in whole or in part, without consent of ND and only on terms that Hirer indemnifies ND in full against all loss (including loss of profit and reimbursement of all costs) incurred by ND as a direct result of cancellation by the Hirer.

2.5. Hirer acknowledges that Equipment was selected by Hirer as suitable for its purpose and Hirer has not been induced to enter into this Agreement by any prior representation by ND except as specifically contained in this Agreement.

2.6. ND will use reasonable efforts to ensure Equipment is in good working order on delivery and of satisfactory quality and that any services supplied by No Drama will be provided using reasonable care and skill by persons of appropriate competence and training and in accordance with this Agreement.

2.7. ND will in a timely manner with due regard for production exigencies use reasonable endeavours to repair or replace any defective Equipment or will provide a pro rata refund of the Hire Charge provided that the defect or deficiency is caused exclusively by ND's negligence or breach of this Agreement. ND shall not be liable to provide on-site support unless contracted.

2.8. To the extent any of ND's personnel enter any of Hirer's sites (e.g., production office, locations, sets, etc.) ND shall ensure that such personnel comply fully with all of Hirer's applicable policies provided to ND in writing, including but not limited to Hirer's Covid-19 policies, procedures, and protocols, and any safety and social media policies.

3. Hire Charges and Other Payments

3.1. Hire Charges shall be paid in accordance with the Rental Agreement or as agreed in writing between ND and the Hirer. Hire Charges are subject to any applicable VAT, which shall be paid in addition and on the same date. Any discounts quoted or agreed may be forfeited at ND's discretion if payment is received after the due date.

3.2. Hirer shall remain liable for Hire Charges at the same rate as provided in this Agreement until end of Hire Period as may be extended for reason of force majeure as set forth in this Agreement or, if later, date of return of Equipment to ND and, if Equipment is lost, stolen, damaged or destroyed, until the Equipment has been replaced or repaired or ND has been compensated in full.

3.3. ND reserves right to appropriate any payments made (notwithstanding express appropriation by Hirer) to any sums payable to ND under this or any other agreement between the Parties.

4. Hirer's Obligations

4.1. Hirer undertakes that, at all times during the Hire Period and until return of Equipment to ND, Hirer shall:

4.1.1. use reasonable efforts to ensure the safe storage and security of the Equipment;

4.1.2. check Equipment on delivery and before taking into use and notify ND of any defect, loss or damage within a reasonable period following the discovery of such defect, loss, or damage;

4.1.3. ensure Equipment is only used in a safe manner by competent persons without risk to health; in accordance with good practice and any instructions of the manufacturer or ND and not contrary to any law or for any purpose for which Equipment is not designed or reasonably suitable;

4.1.4. unless authorised by ND, not attempt to modify or repair the Equipment, open the outer case (unless required in normal use) or remove any notices or serial numbers on the Equipment;

4.1.5. upon request inform ND of the location of Equipment and permit or procure access for ND or its agents to the Equipment for inspection, repair or otherwise as ND may require;

4.1.6. If transit of Equipment is arranged by the Hirer, obtain all necessary customs clearances, comply with all applicable import/export regulations and pay all charges, taxes and duties.

4.1.7. take all reasonable steps to safeguard the health, safety and welfare of ND's personnel while on-site and conduct and provide ND with copies of all relevant risk assessments and other health and safety documentation;

4.1.8. not sell, sub-rent or otherwise dispose of or part with possession of Equipment or any interest therein or do or permit to be done any act or thing which may jeopardise ND's rights therein but keep Equipment in Hirer's possession and control free from lien, charge or encumbrance so that Equipment shall at all times remain property of ND or its legal owner.

4.1.9. Hirer undertakes (notwithstanding termination of the Hire) to indemnify ND against all liabilities whatsoever arising out of the possession, operation or use of Equipment by or on behalf of Hirer provided that such indemnity shall not extend to liability for death or personal injury caused by ND's negligence.

5. Risk and Insurance

5.1. The Equipment shall be at the risk of the Hirer from the time of delivery to Hirer or its carrier, until its return to ND's premises or, if earlier, possession is taken by ND's carrier.

5.2. Hirer shall at its expense insure with a reputable insurance company against: all loss or damage to Equipment in an amount equal to its replacement cost new; any on-going Hire Charges under Clause 3.2; and third party liability.

5.3. Hirer will on request at any time produce to ND the insurance certificate for current premium. The policy wording or part thereof may be requested if relevant information isn't shown on the certificate pertaining to valuation cover or loss of hire information. If Hirer fails to provide evidence of sufficient insurance coverage, ND may (but shall not be obliged to) terminate this Agreement without liability to Hirer or agree to insure up to the value not covered by Hirer's insurance, in which case Hirer will pay ND's charges for provision of insurance and, in event of a claim, the applicable amount of the insurance policy excess or deductible.

- 5.4. Hirer shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
- 5.5. In event of loss of or damage to Equipment, Hirer shall immediately notify ND and either pay to ND the cost of replacement of the Equipment or make any appropriate insurance claim. Any insurance recovery shall be applicable against the replacement costs paid by Hirer.
- 5.6. ND accepts no responsibility for loss or damage to any equipment or materials of the Hirer or any third party, which ND may agree to store or transport, and any such equipment or materials shall at all times be at the Hirer's risk.
- 6. Exclusion and Limitation of Liability**
- 6.1. Nothing in these Terms shall limit or exclude the liability of either Party in respect of death or personal injury resulting from its negligence or for fraud
- 6.2. Hirer acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that consequences to Hirer of breach of this Agreement by ND may be disproportionate to ND's Hire Charges. Therefore, Hirer agrees that ND's entire liability to the Hirer in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of ND's employees, agents and sub-contractors) shall be limited as follows:
- 6.2.1. ND's total liability in respect of this Agreement shall not exceed the total Hire Charges payable by the Hirer except that in the case of recorded material, ND's liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property caused by ND's negligence, ND's liability shall be limited to the limits of ND's own insurance.
- 6.2.2. except as provided in these terms, all conditions, warranties and representations concerning the Equipment, their description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law;
- 6.3. Each Party shall give the other Party reasonable details in writing of any claim against it without delay and no later than 30 days from occurrence of the matter giving rise to the claim;
- 6.4. Except as this Agreement may otherwise expressly provide, neither Party will be liable, in contract, tort (including negligence) or for breach of statutory duty or pursuant to any indemnity or in any other way for any indirect or consequential losses or, whether arising directly or indirectly, for any loss of profits, loss of information, data or media content, loss of business, loss of goodwill or damage to reputation or anticipated savings.
- 7. Termination**
- 7.1. Each Party may (without prejudice to any other right or remedy) forthwith by notice terminate or suspend performance of this Agreement in whole or part without liability to the other Party if: the other Party makes any voluntary arrangement with its creditors; (being an individual or firm) becomes bankrupt; (being a company) has petition for administration or winding-up order presented against it, goes into liquidation (other than for purposes of amalgamation or reconstruction); or an encumbrancer takes possession or receiver is appointed of any property or assets of the Party; or the Party ceases or threatens to cease to carry on business or causes or permits to be done any act or thing whereby ND's rights in Equipment are prejudiced; or the Party reasonably apprehends that any of the above is about to occur (or anything analogous under laws of any relevant jurisdiction), or either party is in breach of this Agreement and (if capable of remedy) fails to remedy such breach within 14 days notice by the other party; or, in the case of ND, if Hirer fails to pay any sums payable hereunder in full on the due date and fails to remedy such breach within 14 days notice of ND.
- 7.2. Termination or cancellation of this Agreement, in whole or in part, shall not limit any other right or remedy of either Party against the other under these Terms or at law and shall be effective notwithstanding subsequent acceptance by ND of Hire Charges. Upon termination:
- 7.3. Hirer shall at Hirer's expense forthwith return equipment to ND in good working condition (fair wear and tear excepted) and in default ND may without notice repossess Equipment and for this purpose freely enter any premises where Equipment is believed to be located;
- 7.4. Hirer shall become immediately liable to pay to ND all and any unpaid balance and arrears of Hire expenses (including any reasonable and substantiated legal costs and expenses) incurred by ND in locating, repossessing or restoring Equipment and in collecting any sums due or otherwise in obtaining due performance of Hirer's obligations here under.
- 8. Force Majeure**
- 8.1. Each Party shall not be liable to the other Party for delay or failure due to any cause beyond each Party's reasonable control (including, without limitation, due to fire, flood, material adverse weather, epidemic, quarantine restriction, trade disputes or industrial actions, actual or threatened act of war, terrorism, civil disturbance, act or omission of government, restrictions, requirements, recommendations and/or health and safety precautions related to Covid-19 or any strain thereof) and in such circumstances each Party reserves right to suspend and extend and/or to terminate this Agreement... In such event, Hirer shall be liable for Hire Charges and other reasonable expenses, apportioned to date of such termination and shall have no further obligation to ND, financial or otherwise.
- 9. Remedies**
- 9.1. ND agrees that in the event of any default of any of the terms of this Agreement, ND's only remedy, except any right of termination set forth otherwise in this Agreement, will be an action at law for damages, if any actually suffered by ND and in no event shall ND be entitled receive injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of Hirer's production.
- 10. General**
- 10.1. If Hirer is more than one person, they shall be liable both individually and together.
- 10.2. Each Party shall treat as it does its own confidential information all information obtained from the other pursuant to this Agreement which is marked "confidential" or the equivalent or has the necessary quality of confidence about it.
- 10.3. Nothing in this Agreement will be deemed to grant any right or benefit to any person (other than ND and Hirer) or entitle any third party to enforce any provision of this Agreement.
- 10.4. Any waiver of a breach of this Agreement shall not operate as a waiver of a later breach of the same or any other provision.
- 10.5. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.
- 10.6. Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement. ND shall not sub-contract all or any of its obligations to a competent third party without Hirer's prior written approval.
- 10.7. Any notice under this Agreement shall be in writing and may be served by hand, pre-paid first class post, airmail or electronic mail to the electronic mail addresses below or such other address as is notified for the purpose. A confirming copy of any notice served by electronic mail shall be sent by post within 24 hours of transmission.
- 10.8. This Agreement shall be governed and construed in accordance with English law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts

AGREED AND ACCEPTED

HIRER

SIGN.....

PRINT.....

POSITION.....

DATE.....

EMAIL.....