



FOCUS24 LTD TERMS & CONDITIONS OF HIRE

1. Glossary

- a) For the purposes of these terms the 'Company' will be interpreted as Focus24 Ltd
- b) These terms shall cover any subsidiaries of the Company including but not limited to Canning24
- c) The 'Customer' will be interpreted as an individual or external company contracting with The Company
- d) The 'Equipment' or 'Goods' will be interpreted as all items which are hired to the Customer by the Company

2. Trading Account

- a) All Customers without exception are required to open a trading account with The Company before any hires take place
- b) Prospective Customers who wish to open an account will complete an application form and return it to the Company before the release of any Equipment
- c) The Company will perform standard reference checks and due diligence when establishing the Customer account including its insurance arrangements. The Customer accepts that by opening an account with the Company that it may perform credit searches via professional online resources such as Experian
- d) The Customer verifies that submitted trading references are genuine and that there have been business transactions between the Customer and reference and that the references have given consent to act on behalf of the Customer in offering a trade reference
- e) The Company reserves the right to terminate the Customer account without notice where it finds the Customer to have submitted inaccurate information at any point in account application process
- f) For the avoidance of doubt where the Customer has acted fraudulently at any point in the application process or thereafter the Company will without exception refer the matter to the police and prosecute
- g) The Company reserves the right to disclose information provided by the Customer whether individual or company to the worldwide hire industries where an attempt to act fraudulently has been made

3. Acceptance of Hires

- a) The Company enters into all agreements with the Customer solely on the terms of these conditions alone and no representation warranty collateral or otherwise shall bind the Company. No statement made by a person representing the company shall alter or supersede these conditions unless otherwise stated in writing by a director of the Company
- b) The Customer and their insurers must read these Terms of Hire as exemption or modification of liability of the Company or indemnity from The Customer may apply
- c) The Company, the Customer and its representatives agree to act in good faith at all times
- d) All orders placed by The Customer shall only be deemed as accepted when acknowledged as being so by The Company

4. Quotations & Rates

- a) The Company will provisionally reserve or 'pencil' Goods for the Customer. At this time the Customer has first option on the penciled Goods
- b) The Customer acknowledges that a pencil does not constitute a guaranteed reservation of Goods but a 'first refusal' on the dates provided by the Customer
- c) The Customer acknowledges that a job 'confirmation' guarantees the availability and locked pricing of the Goods. The Company reserves the right to make reasonable adjustments to pricing where Equipment is no longer available
- d) Where the Customer is unable to offer a hire confirmation the Company reserves the right with reasonable notice to offer its Goods to other customers who can offer hire confirmation
- e) Without hire confirmation pricing of 'Estimates' are valid for 48 hours. Pricing of an Estimate is locked upon confirmation of the hire on a fixed hire period
- f) The Company charging policy on 'travel days' is 50% of the daily total prior to any discounts, promotions or account credits
- g) The Company does not charge for 'camera prep' days. However the Company reserves the right to recharge for any expenses incurred in order to facilitate a camera prep day.
- h) All prices advertised by the Company are subject to change without notice

5. Terms of Payment

- a) The Customer will be required to make payment in full prior to the release of Goods until such time the Company is satisfied to offer a credit facility at its discretion
- b) The Company reserves the right to withdraw or adjust the credit terms (including removal of any discounts) on the Customers account without notice in the event of non-payment or late-payment of invoice(s) by the Customer
- c) Unless otherwise stated by a Company representative all invoices applicable to credit account holders are to be paid in full to the Company within a period that does not exceed 30 days
- d) All Customers with Trading Accounts set up under the details of a Special Purpose Vehicle (SPV) will be required to make payment in advance of a hire before Goods are released to the Customer or a representative of the Customer by the Company. Any variation to this clause is entirely at the discretion of the Company
- e) The Customer acknowledges that upon confirming a hire they enter into a contract with the Company pertaining to the payment within the credit terms for Goods and/or services hired by the Company and that the Customer must ensure that the funds are available to them to make payment within the terms before confirming the hire
- f) Where payment is overdue the Company reserves the right to retrospectively cancel any agreed discount applied to Customer invoices
- g) In the event of late payment the Company reserves the right to retrospectively charge a late payment fee of 1% per day from the point of the invoice(s) falling overdue and to retrospectively waive the discount applied to the original invoice.
- h) Where it is believed that a Customer will not be faithful to paying an invoice in full beyond the



agreed period a debt collector or solicitor may be appointed. In addition to recovering the value of the invoice the Company will seek to recover all related expenses

- i) In the event of a defaulted payment the Company reserves the right to withhold Goods or services which are the subject of any contract with the Customer and/or cancel any subsequent contract with the Customer without notice
- j) The Company shall be entitled to end any contract without notice in the event of the bankruptcy insolvency or liquidation of the Customer at any time during the contract and to gain entry to premises on which Goods belonging to The Company are being held in order to recover the Goods

6. Period of Hire

- a) These Terms & Conditions are active from the point of collection and return of all Goods. This is extended to include all post hire checks by the Company to ensure that all Goods have been returned in a satisfactory order
- b) Risk in all hired Equipment will pass onto the Customer when leaving the possession and control of the Company authenticated through a physical or digital signature on a Hire Agreement. Risk in hired Equipment does not pass back to the Company until the Goods are returned and in the possession of the Company
- c) The Customer is required to sign a 'Returns Note' to indicate return of the Goods back to the possession of the Company but the Customer acknowledges that this does not end the contract and that these terms and conditions will remain in place until all post-hire checks, administrative tasks and accounting has been completed relating to the hire contract
- d) Upon signature Risk of the Goods will transfer to the Customer when any person or entity acts on behalf of the Customer including both Customer and Company co-ordinated couriers
- e) The Customer will notify the Company immediately if they require hiring any equipment beyond the contracted period. In this event the Company cannot guarantee any extensions on hired equipment and may demand the return as originally scheduled

7. The Company's & Customers Liabilities

- a) Any guidance made by Company representatives in relation to any hire contract is given on the strict understanding that the Company is not liable for any loss or damage to hired Goods
- b) The Company is not responsible for any form of consequential loss including production time related to article 49. Provisions for all downtime must fall within the Customers insurance policy
- c) It is the Customers responsibility to ensure all hired Goods are packed appropriately for travel and that traveling Goods fall in accordance with airline restrictions including the airlines battery policy
- d) It is the responsibility of the Customer to ensure all items are packed and returned in the same manner in which they were delivered to the Customer.
- e) It is the responsibility of the Customer to ensure that any location in which they were filming is empty of Goods hired from the Company at the point of a Goods Collection by a representative of the Company
- f) It is the sole responsibility of the Customer to ensure the full and safe return of any confiscated Goods however this occurs. Loss of Hire may be applied at the discretion of the Company and the Customers insurance policy must cover the period in which any Goods are confiscated and not in the care of either the Customer or the Company
- g) The Company does not accept responsibility for any incompatibilities between its Goods and/or third party equipment not supplied by the Company
- h) The Company strongly recommends the use of a Digital Imaging Technician (DIT) professional and is in no way responsible for consequential losses or corruption to data recorded onto solid state digital media. Provisions for all losses and downtime must fall within the scope of the Customers insurance policy
- i) The Company may assist the Customer in any data recovery that may be required but this is at the discretion of the Company and any costs relating to a recovery of data are the sole liability of the Customer
- j) If it is proved and agreed by the Company that any Goods hired by the Customer have broken down through the fault of the Company, the Company will not make charges for that equipment from the time it breaks down until the time it is replaced or repaired provided that in the event of the Goods being replaced the Customer returns the faulty Goods within 24 hours of that time otherwise a charge will be made commencing 24 hours from the time the replacement Goods are provided and ending once the faulty Goods have been returned to the Company. The responsibility for the delivery of any replacement Goods and the return of any faulty Goods lies solely with the Customer
- k) The Customer shall be required to insure its material and its work and operations against any loss damage or liability caused by or arising out of or in connection with Goods or services supplied by the Company. The Customer shall inform insurers of the Companys Terms & Conditions and shall ensure that its policy is endorsed to the effect that there shall be no recourse against The Company
- l) The Customer shall at all times keep the Company fully indemnified against all actions, proceedings, expenses, costs, charges, claims and demands whatsoever which may be brought against the Company by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with Goods or services provided by the Company or for breach of copyright or any other proprietary or other rights of third parties generally resulting from compliance with the Customers instructions even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of contract of the Company
- m) The Customer acknowledges that any preps, tests or de-rigs that occur on the premises of the Company will be at the discretion of the Company. During a prep, test or de-rig any representative of the Customer shall not remove any Goods from the Company's premises without agreement from a representative of the Company
- n) It is the responsibility of the Customer to ensure all Goods are handled correctly and safely by the representatives of the Customer and any losses or damages that occur while the Goods are in the care of the Customer and/or their representatives in the premises of the Company are the liability of the Customer. The Company reserves the right to invoice the Customer for any losses or damages that occur during the period of a prep, test, or de-rig in the premises of the Company while the Goods were in the care of a representative of the Customer
- o) The Customer acknowledges that any written or verbal communication between the Customer and a representative of the Company are confidential and will not be shared with any third party

8. Special Order Items

- a) Special Order items are Goods purchased or manufactured by the Company for hire to the Customer for a specific project. Circumstances that classify an item as Special Order include but is not limited to specifically purchased items, items that are unavailable to sub-hire, one-of-a-kind items, specially manufactured items, specifically imported items, specifically designed items, products not available in the wider market at the time.
- b) Where The Company must procure Special Order Goods it will notify the Customer in writing before the Goods are ordered by the Company.



- c) The Company reserves the right to re-charge any re-stocking fees it incurs should the Customers project be cancelled.
- d) The Company reserves the right to apply a 10% administration charge to any restocking fees that are incurred by the Company from suppliers.

9. The Customers Insurance

- a) The Customer will be required to demonstrate valid and sufficient insurance cover before the release of any Goods from the Company to the Customer. All Equipment hired to the Customer must be insured against "All Risks" to full replacement value
- b) The Customers policy shall cover for all damage or loss whatsoever to the Equipment including but not limited to the full replacement value of the Equipment, the full cost of repairing any damage and the Loss of Hire charges also known as Continuing Hire charges detailed in clause 9e). Particulars of replacement values, repair costs and daily rates for continuing hire will be supplied by the Company on request as appropriate
- c) In the event of an insurance claim as a result of loss or damage to Company property including but not restricted to hired Goods the Customer shall offer their co-operation and full transparency to the Company at its request
- d) The Customer must inform the Company before utilising any hired Goods within a hazardous environment or taking any Goods outside the UK
- e) In the event of any loss or damage to Equipment belonging to the Company which results in the Customer making a claim on their own insurance policy the Customer agrees that they will continue to be the party liable for payment on invoices from the Company relating to the loss or damage of Equipment including but not limited to Loss of Hire, replacement charges or repair charges
- f) The Customer acknowledges that any charges from the Company relating to the loss or damage of equipment are not subject to an approval of the Customers claim by the Customers insurance company, insurance broker or loss adjuster and that the Hire Contracts and Terms and Conditions are entered into between the Company and the Customer notwithstanding involvement from third parties
- g) The Company reserves the right to communicate directly with the insurance broker, company or loss adjuster of the Customer where such a need arises

10. Damaged or Non-returned Goods

- a) The Customer will immediately notify the Company in writing of any theft of Goods whilst in their care and guarantee full transparency, disclosure and availability with the Company throughout any insurance claim made on the Customers policy
- b) Upon return of all hired Goods the Company will perform a 'Check-In' process that involves item specific assessments before restocking. Any instances of missing or damaged items/components will be reported to the Customer once the aforementioned process is complete
- c) The Customer will pay the full replacement new value of damaged or destroyed Goods which will include instances where models have been superseded with the next reasonable alternative that is equal to or greater in specification
- d) All externally sourced hire Goods or representatives are subject to all terms and conditions described in these Terms & Conditions
- e) The Customer will ensure the Goods are treated with the best of care and accept that they will be held accountable for anything deemed beyond reasonable wear and tear. In the event of missing, damaged or destroyed goods the Company may recover any "Loss of Hire" also known as Continuing Hire until the item(s) is replaced, restored or repaired by the Company and the invoices from the Company to the Customer relating to the replacement, repair, or restoration of any lost, damaged or destroyed Goods is paid in full by the Customer. The Loss of Hire charge will not exceed a continuous hire period of thirteen weeks OR a total accrual of £100,000 exclusive of VAT whichever occurs first
- f) Where loss or damage to Goods is found by the Company as part of the Check-In process the Customer will be contacted by the Company's 'Returns Department'. The Customer agrees to act in good faith in the prompt recovery of all missing and damaged Equipment
- g) The Company reserves the right to apply Loss of Hire charges in instances of Goods being made unavailable through damage or unreturned Goods and/or its components
- h) Returns invoices may be subject to administration, shipping, transportation and Loss of Hire charges at the discretion of the Company
- i) The Company reserves the right to charge for any branding including but not limited to stickers and labels removed by the Customer. The Company reserves the right to charge labour costs for removing any branding or barcoding applied by the Customer to the Goods
- j) Goods returned to the Company in a nonpermanent state of poor order will be subject to restoration or cleaning charges determined at the Company's discretion
- k) The Customer may be charged for any blown light bulbs not returned to the Company
- l) The Company at its discretion reserves the right to apply daily hire charges for recording media including but not limited to solid state memory cards which are unreturned on the agreed return date
- m) The Customer will replace and/or compensate the Company in full for repairs of permanent marks to lenses, filters and monitor screens incurred whilst on hire. Damage to lenses, filters and monitor screens is determined in accordance with the Company's Damage Grading system
- n) The Customer shall be invoiced for the hire contract upon the return of the hired Goods. Where damage or missing items pertain to the hire contract any costs shall be charged on a separate invoice unless agreed by the Company

11. Late Returns

- a) The Equipment must be returned to the Company before 10:00am on the first business day following the period of hire unless otherwise agreed with the Company. Late returns may incur penalty fees calculated from the published daily rate
- b) The Company reserve the right to enter any premises where Equipment is believed to be held beyond the agreed hire period. The Company may consequently seek to recover any Loss of Hire throughout this period

12. Cancellation / Curtailment

- a) Where Goods have been assigned to a confirmed booking the Company reserve the right to at its discretion charge up to 100% of the order value if the Customer provides 24 hours notice or less of cancellation
- b) Where Goods have been assigned to a confirmed booking and the Customer provides between 24 and 48 hours notice the Company reserves the right to charge the Customer up to 50% of the order value
- c) In instances of cancelled pencil bookings the Company at its discretion reserves the right to apply charges where one or more of its representatives have committed substantial time in assisting the Customer through cost estimation or technical consultation
- d) For long form contracts an early curtailment must be given in writing and be agreed by The Company. All curtailments will be subject to a two week notice period or a two week charge in lieu of notice at the agreed weekly hire rate inclusive of discounts applied



- e) In the event a production is required to go on 'hiatus' unexpectedly the two week notice period will still apply. The Customer shall keep hold of hired Equipment during this period unless agreed otherwise by the Company. The Customer shall ensure all Goods remain insured by the Customers policy during any periods of hiatus
- f) The Customer acknowledges that any discounts applied are at the Company's discretion and based on the agreed hire length at the time of applying discount. The Customer agrees that in the event of a curtailment the Company reserves the right to retrospectively waive or reduce the discount previously applied

13. Use of Equipment

- a) The Customer will ensure all Equipment is operated by experienced and qualified personnel only
- b) The Customer will disclose user unfamiliarity or general inexperience with any hired Goods before release to them or before any representative attends a prep, test or derig on the Company's premises
- c) The Customer will never leave any hired Goods from The Company unattended in a vehicle, public place or unsecured building
- d) The Customer must protect hired equipment from the elements and take all reasonable precautions for its safety.
- e) Under no circumstances may the Customer alter, add to, modify, adapt or misuse Equipment hired to them by the Company or affix to, install thereon or insert therein any accessory equipment or device incompatible with its proper use.

14. Deliveries & Collections

- a) Equipment deliveries and returns before 8.00am or after 6.00pm must be agreed with the Company in advance and may be subject to the Company 'out of hours' pricing policy
- b) The Company reserves the right to decline a Customer collection from its premises where the vehicle is deemed insufficient for any reasons
- c) Where there are no reasonable loading and/or unloading provisions the Company reserves the right to charge on parking penalties, waiting time and/or loading time incurred whilst performing deliveries or collections on behalf of The Customer
- d) For scheduled collections or deliveries of Goods the Company at its discretion may apply charges in accordance with its waiting policy
- e) The Company reserve the right at its discretion to apply surcharges for transportation of Goods outside office hours
- f) Where Equipment is delivered and/or collected by the Company such delivery or collection is at the Customers risk and expense

15. Company Vehicles

- a) No person other than a person authorised by the Company may drive any vehicles supplied by the Company to the Customer. Where such vehicles are used by or on behalf of the Customer in circumstances not covered by the Company's insurance policy the Customer must hold and effect the appropriate insurance

16. Condition of Goods

- a) The Company will endeavor to maintain all Equipment to the highest possible standard. However there is an expectation of the Customer to ensure all Equipment is in proper functional order and that all ordered Goods are present and correct upon inspection
- b) In the event of equipment malfunction the Customer must contact the company immediately. The Customer will not attempt to repair or modify hired Goods from the Company without written authorisation from the Technical Department
- c) The Customer agrees to notify the Company immediately in instances where Goods have developed a fault so that the Company can attempt to support, troubleshoot or replace the Goods within a reasonable timeframe

17. Title

- a) All Goods hired throughout any contract are and remain the property of 'The Company'
- b) Title in all Goods hired remains at all times with the Company. The Customer has no interest in the Goods other than being hired to the Customer for proper use. The Customer will not assume ownership or act in selling, loaning, securing, mortgaging or pledging any hired equipment belonging to the Company

18. Customers Property

- a) The Company is not responsible for any Customer property which is left on the Company premises beyond a period of four weeks, where reasonable efforts will be made to arrange return. Any property left on site beyond this period will be disposed of accordingly