



Terms and conditions of Trading – Acorn Film & Video Ltd

1. Acceptance

All orders are accepted and goods supplied by Acorn Film and Video only on the terms of these conditions. In the case of any difference between these conditions and those of the Customer, these conditions shall in all respects prevail. No amendment, modification or waiver of these conditions shall be of any affect unless agreed to in writing by the Company.

2. Orders

All orders are accepted for execution at the price quoted in writing by the Company, or if none, at the price current at the date of dispatch and are subject to variation in order to cover increases in suppliers prices charged to the Company. Value Added Tax will be added at the current rate where applicable.

3. Delivery

Delivery dates are estimates only and the Company shall not be liable for failure to dispatch within the times quoted. The prices quoted do not include carriage, which will be charged in addition.

4. Damage in Transit

The Customer shall conduct a reasonable inspection of goods supplied upon receipt. If such inspection reveals that the goods are damaged or some have been lost, the Customer shall notify the Company and the Carrier in writing within 3 days of the date of delivery. If the Customer should fail to notify the Company and the Carrier in accordance with this condition, or to return the goods on demand for inspection, the Customer shall pay to the Company the full cost of repair or replacement of the goods.

5. Subsequent Damage and Risk

In the event of any loss or damage after delivery, the Customer shall, at the discretion of the Company, pay for its replacement or the cost of restoration to full working order and, until so replaced or restored, the Customer shall pay the on going hire charge. The risk of damage to or loss of the goods shall pass to the Customer at the time of delivery, or if the Customer wrongly fails to take delivery of the goods, at the time when delivery was tendered.



6. Insurance

The Customer shall keep the goods insured for the full replacement value with a reputable Insurance Company against loss or damage for all risks. Proof of cover will be required. The Company may, if requested in writing or at their sole discretion, insure the goods and the Customer shall pay such premium as may be due together with any excess and other sums not paid by the Insurance Company in the event of a claim. The Customer agrees to be bound by the terms of such insurance. Full details of the cover and the terms applicable are available on request. Where the Company is supplying goods together with the personnel required by the Customer to operate such goods, the Company shall keep the goods and such personnel insured with a reputable Insurance Company against such risks and for such amount as the Company, acting reasonably shall determine. Prior to delivery of the goods and personnel, the Customer shall notify the Company of the use to which the Customer intends to put such goods and personnel and of the nature and location of such use. On receiving such notification, the Company shall promptly advise the Customer if the Company believes that the proposed use is likely not to be covered by the insurance taken out by the Company. In which case the Customer will be obliged to affect such additional insurance as may be required to insure the goods and personnel in connection with the Customers proposed use of same against such risks and for such sums as may be agreed between the Customer and the Company. The Company shall be entitled to request sight of such additional insurance and confirmation that any premium has been paid before delivery of the goods and personnel.

The Customer should also note, that whilst hire equipment is contained in a vehicle;

- a. the doors, windows and other openings are fully closed and locked wherever the vehicle is left unattended and that any equipment is concealed from view wherever possible;
- b. between the hours of 9.00pm and 6.00am the vehicle is fully alarmed whilst unattended or kept in a locked garage or building or secure compound. This provision shall not apply whilst on location.

7. Licenses and Carnets

It shall be the Customer responsibility to ensure that all necessary licenses, consents, carnets and authorities are obtained and, at the request of the Company, shall produce evidence of the same.

8. Cancellations

Orders once accepted by the Company may only be cancelled or varied at the Company's discretion and shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.



9. Payment

All charges are strictly net and are due and payable upon acceptance or order (save where varied in writing by the Company). Charges run from the date of dispatch until return. Goods returned late will be subject to the Company's normal scale of charges. Goods sold to Customer remain the property of the Company until the Customer has paid in full the price of the goods and all other goods agreed to be sold by the Company to the Customer for which payment has fallen due. Overdue invoices will be subject to an interest charge at the rate of 2.5% per month.

10. Warranties

Notwithstanding anything in these Terms and Conditions in no circumstances shall the Company be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof;

- (1) For any increased costs or expenses,
- (2) For any loss of profit, business, contracts, revenues, or anticipated savings, or
- (3) For any special indirect or consequential damage of any nature whatsoever except to a limit of the total sum payable by the Customer under this agreement and save for claims in relation to personal injury or death. Customer must obtain suitable insurance cover for these excluded risks.

11. Usage and Safe Storage of Goods

During the period of any hire or of any agreement between the Company and the Customer for the use by the Customer of goods the Customer shall:- (1) Keep the equipment in its custody and control and shall not sell, loan, assign, pledge, encumber or part with possession of or suffer any lien to be created over the equipment or any part thereof, and (2) Ensure that the equipment is used in a skilful and proper manner and only by persons having the appropriate qualifications and experience and who are familiar with the equipment, and (3) Take proper care of the equipment and ensure that it is properly stored and protected from interference and damage from any source whatsoever.

12. Customer Indemnities

The Customer shall at all times keep the Company, its servants or agents indemnified against all claims, demands, losses, damage, proceedings, cost and expenses whatsoever which may be made or brought in relation to or in connection with the equipment or any services supplied to the Customer.

13. Termination

The Company shall have the right to terminate any agreement forthwith by giving notice in writing if the Customer:-

- (1) Fails to make payment of any sum due; or
- (2) Shall commit any other material breach of its obligation here under and shall not within seven days of notice of such breach remedy the same: or



(3) Shall enter into liquidation whether compulsory or voluntary otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of any application for an administration order or shall be subject to any proposal under Part 1 of the Insolvency Act 1986 for the appointment of a Receiver or Administrative Receiver or in the case of an individual shall be made bankrupt. Any termination of an agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party. The Customer shall forthwith return the equipment to the Company.

14. Specification

All descriptions and specifications are approximate only and are intended only to represent a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, the Company does not warrant that goods supplied will be compatible with goods not supplied by the Company or are suitable to be used in the manner for which they were not supplied by the Company.

15. Force Majeure

The Company 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.

16. Jurisdiction

These conditions and the contract to which these conditions relate shall in all respects be construed and operate in accordance with English Law in England and Wales and Scottish Law in Scotland

17. Definitions

In these conditions:-

- (a) 'The Company' shall mean Acorn Film and Video .
- (b) 'The Customer' means the hirer or purchaser of goods from the Company.
- (c) 'The goods' means the equipment described or any individual item thereof including vehicles. The headings in these conditions are for ease of reference only and shall not affect their interpretation.

Acorn Film and Video is fully insured for employer's liability and £2,000,000 public liability.