



# DRY HIRE TERMS AND CONDITIONS

## 1. Interpretations

These Terms and Conditions form part of the Hire Agreement (defined below). In these Terms and Conditions the following definitions shall apply:

- "ACS" shall mean Aerial Camera Systems Limited;
- "the Client" shall mean the person(s), firm or company hiring the Equipment;
- "the Equipment" shall mean the equipment specified on the Hire Agreement;
- "the Hire Agreement" means the Client's offer to hire Equipment and ACS' subsequent acceptance of that offer, or the Client's acceptance of a valid Quote from ACS;
- "the Hire Period" means the period from when the Equipment leaves ACS' premises until safe return of the Equipment to the premises, or such other location elected by ACS;
- "Intellectual Property Rights" means all patents and rights in inventions, copyright, trade marks, business and domain names, goodwill, designs, rights in software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered, and all similar or equivalent rights or protection;
- "the Operatives" shall mean the Client's personnel operating the equipment;
- "the Parties" means ACS and the Client, each a "Party"; and
- "the Quote" means the document issued by ACS setting out the details of the Equipment, the responsibilities for the delivery or collection of the Equipment, the estimated timetable for supplying the Equipment, and the cost of hire for the Equipment.

## 2. The contract

2.1 This Hire Agreement is made between the Parties, on the basis of these Terms and Conditions and the terms set out in ACS' offer acceptance, or the Quote. In the event that ACS' offer acceptance or Quote contradicts any provision of these Terms and Conditions, such offer acceptance or Quote shall prevail.

2.2 These Terms and Conditions prevail over any other terms or conditions referred to in the Client's order (or other offer by the Client to hire the Equipment from ACS), and supersedes all previous written or oral agreement or contracts in relation to the Equipment. No agreement for the provision of equipment by ACS shall be established otherwise than on the basis of these Terms and Conditions.

2.3 All oral communication between ACS and the Client relating to the Equipment or Hire Agreement shall be confirmed in writing within two working days by the Client. ACS shall not be liable for the consequences of any inaccuracies or misunderstandings caused by the Client failing to confirm his order in writing or the correspondence being lost in the post.

## 3. ACS's obligations

3.1 ACS shall use reasonable endeavours to ensure that the Equipment is delivered or made available, at the time and place mutually agreed between the Client and ACS. Time for doing so is not of the essence. ACS will endeavour to comply with any agreed performance schedules but will accept no liability for failing to do so in circumstances beyond its control.

3.2 When the Equipment is delivered to, or collected by the Client (or its agents or representative), the Client (or such other person) shall sign the acknowledgment presented by ACS to confirm that the Equipment has been accepted by the Client in good working order, and is as specified in the Hire Agreement. Risk in the Equipment shall pass upon the signing of such acknowledgment but ownership of the Equipment shall remain at all times with ACS.

3.3 ACS will endeavour to ensure the Equipment is in good working order and condition at the time of delivery to, or collection by the Client.

## 4. Client's obligations

4.1 It is the responsibility of the Client to ensure that the Equipment is suitable for the purpose for which it is required. In doing so, the Client is not entitled to rely on any advice or recommendations from ACS as ACS will not have a knowledge of all the relevant factors.

4.2 The Client shall co-operate with ACS in all matters relating to the Equipment. Without limitation to the foregoing, the Client shall, at its own cost:

- look after and keep safe the Equipment, making sure that it is properly and punctually maintained and repaired in accordance with ACS' instructions and the instructions or guidelines of the manufacturer of the Equipment;
- comply with all laws or regulations relating to the Equipment and its use, without limitation this includes complying with any restrictions on the territories of use, and obtaining all licences and approvals as are appropriate for the Equipment and its use;
- promptly inform ACS of any event which may affect the safety, integrity or value (for example, damage) of the Equipment, or the Client's ability to freely use the Equipment;
- ensure the Equipment is operated in a professional and safe manner and it is the responsibility of the Client to ensure the Equipment is stored and operated at all times in a secure & suitable location;
- ensure that all Operatives are properly trained and qualified to operate the Equipment in a safe and professional manner, to best industry standards;
- hold harmless and indemnify ACS against any liability, loss, damage, cost, expense or other claim resulting from a breach of the Client's obligations in the Hire Agreement;
- maintain adequate insurance policies in respect of all liabilities of the Client that may arise under the Hire Agreement.

4.3 The Customer recognises that ACS cannot guarantee the performance of, or outcome of the use of, the Equipment. As such the Customer's rights to reject the Equipment on the basis of non-satisfaction shall be restricted.

4.4 It shall be the responsibility of the Client to safely return the Equipment to ACS on the scheduled expiry of the Hire Period or upon termination of the Hire Agreement (whichever is sooner). If ACS agrees to collect the Equipment on such expiry or termination, the Client shall remain fully and wholly responsible for the safety, protection and condition of the Equipment until it is in the possession of ACS and ACS has confirmed such to the Client in writing.

4.5 The Client will not open the outer case or remove any circuit board, label, sign or serial number etc. of the Equipment.

## 5. Hire charges and payments

5.1 The Client shall pay ACS, the fees and other amounts as outlined and agreed in the Hire Agreement. Unless specified as being for a fixed price, the Hire Period will be charged for on a time and materials basis calculated on the basis of ACS' standard rates from time to time (details available upon request) in addition to the reasonable costs and expenses associated with the hire of the Equipment. Any hire period beyond the strict scope of the scheduled Hire Period will be charged on this time and materials basis.

5.2 ACS reserves the right to amend any quotation or fixed price should either a site survey or prevailing weather conditions or consent of any event location owners require additional equipment and/or time and/or crew to ensure the safe and professional operation of the Equipment.

5.3 ACS' pricing is based on hire and service charges calculated on 24 hour periods (1 day). All hire and other charges will be calculated on this daily basis.

5.4 Upon ACS being satisfied that the scheduled Hire Period has been completed (or in advance of this at ACS' option), ACS will issue an invoice, or invoices to the Client for the fees and charges then due. The Client will make payment for all sums due under an invoice in full, and in cleared funds, in the method set out on the invoice within 30 days from the date the invoice is raised.

5.5 Any amount due to ACS that is outstanding after the due date for payment will attract interest at the rate of 3% per month until the full amount has been paid. Such an interest charge will be compounded at the end of each month.

5.6 ACS may deduct the amount of deposit (if any has been paid) specified in the Hire Agreement from the final invoice(s) to the extent that such deposit remains unused.

5.7 If at any time the Client no longer wishes to continue the Hire Period (or any part of the Hire Period) ACS reserves the right to charge a cancellation fee not exceeding the total amount that would have been paid to ACS under the Hire Agreement had the Hire Period been completed for the full period.

5.8 The Client shall procure that upon request from ACS, the Client's director(s) enter into separate guarantees with ACS whereby they irrevocably and unconditionally guarantee to ACS the due and punctual performance of the Client's obligations under the Hire Agreement. In addition, if the Client defaults in payment of any sum or sums payable to ACS under the Hire Agreement for a period of more than 90 days from the invoice date the director(s) of the Client will upon written request from ACS pay such sum or sums as may be outstanding under the Hire Agreement. In the event of there being more than one signatory to this guarantee, the directors' liabilities shall be construed and have effect as joint and several obligations and liabilities.

5.9 The Client shall pay Value Added Tax (or any similar tax due) on the taxable invoice values. Unless provided otherwise, all sums set out in the Hire Agreement are exclusive of applicable tax and similar charges.

## 6. Proprietary rights and publicity

6.1 The Equipment, all Intellectual Property Rights in the Equipment, and all Intellectual Property Rights associated with the Equipment and associated systems or methods of use, shall ensure to, and remain at all times, the sole property of ACS. The Client shall have no right, title or interest in such proprietary rights, except those explicitly granted by ACS in this Hire Agreement.

6.2 Each Party may publicise the customer-supplier relationship between the Parties. In doing so, reasonable use may be made of the other Party's name and trade marks, provided that the goodwill in the associated Intellectual Property Rights is not prejudiced.

## 7. Limitation of Liability - PLEASE READ THIS CLAUSE

7.1 To the full extent permitted by law, ACS' total liability arising from, or related to, the Hire Agreement and Equipment (or use of), shall be limited to the lower of: the total price paid for the Hire Period at the time of the act or omission giving rise to a liability; or, £100,000.

7.2 To the full extent permitted by law, ACS shall not in any circumstances be liable to the Client or any third party for any claims in respect of loss of profits, special damages or any consequential loss whatsoever, or be under any liability for loss or damage to any persons or property whatsoever caused whether arising directly or indirectly from the rental or use of the Equipment by the Client.

7.3 To the full extent permitted by law, ACS shall not be liable or responsible for the loss or damage of any material (for example, video footage or production samples) that the Client decides to use, or allows to be used, in connection with the Equipment. Furthermore, it remains the Client's responsibility to ensure that, if possible, appropriate back-up copies of such materials are safely maintained.

## 8. Sub-contracting

ACS reserves the right to subcontract all or any part of the Hire Agreement and to assign or otherwise deal with in any way whatsoever the interest of ACS in the Equipment and under the Hire Agreement.

## 9. Protecting the Equipment

9.1 All repairs, maintenance, and servicing of the Equipment shall only be carried out by ACS, or as authorised by ACS. In the event that such repairs, maintenance or servicing are appropriate, the Client will inform ACS and deliver the relevant Equipment to ACS at the location requested by ACS. ACS will then undertake the relevant work and then make the Equipment available for collection by the Client. The cost of such work by ACS, and the costs for hire for the period of the work, shall be borne by the Client unless ACS (in its absolute discretion) accepts that the work is part of the routine maintenance required for the Equipment. ACS shall not be liable for any costs, claims or other liabilities that may result from any periods of non-use or unavailability of the Equipment that results from ACS carrying out such repairs, maintenance, or servicing.

9.2 Unless stated otherwise, insurance for the Equipment is included in the charge for the Hire Period provided that the Equipment is to be shipped by ACS's using its nominated shipping company.

9.3 If the Client has chosen to use its own designated shipping agents (or otherwise agrees to provide its own insurance), then the Client is wholly responsible for ensuring adequate insurance cover, for the Hire Period, totalling no less than £500,000 and any further sum so as to ensure cover for the total cost of replacing the Equipment (on a new for old basis) in its entirety (at the Client's own cost). Documented proof of this insurance being in place will be required before Equipment is dispatched. ACS reserves the right to suspend and/or terminate the Hire Agreement & not dispatch the Equipment at any time (with no charge or penalty) if the required insurance documentation is not acceptable to ACS.

9.4 The Client is wholly liable to ACS for any repair and/or replacement (on a new for old basis) costs arising from loss, theft, damage, and/or similar events affecting the Equipment, during the Hire Period. This liability remains irrespective of the existence, or payment out from, any insurance policies. Any monies owed to ACS under this Clause will be invoiced to the Client and payable within 30 days of the invoice date.

9.5 In addition, if any of the Equipment is:

- lost, stolen, damaged, or deemed otherwise unusable or unrecoverable by ACS and such events arise during the Hire Period; or,
  - not returned to ACS on or before the scheduled expiry of the Hire Period for any other reason;
- then the Client will be liable to pay to ACS (in addition to the full agreed Service price) a sum calculated on the basis of ACS' standard daily hire rates for the relevant Equipment, for the full period that such affected Equipment is not replaced and/or remains unusable by ACS in the normal course of ACS' business. Furthermore, if as a result of any of the preceding events, ACS is unable to fulfil its obligations to another client, the Client will indemnify ACS for, and pay to ACS a sum equal to, all losses or liabilities incurred by ACS resulting from ACS' inability to fulfil the hire agreement between ACS and that other client.

9.6 References in this Clause 9 to the costs of replacing Equipment on a "new for old basis" shall mean the full original costs of purchasing the Equipment, and any further amount so as to cover any increase in the costs of purchasing the latest equivalent versions of the Equipment. When determining the current costs of purchasing the latest equivalent versions of the Equipment, if the Equipment is not at the time for replacement part of the current production range of the manufacturer, the costs of replacement shall be determined by reference to the cost of the Equipment's then nearest commercial alternative (as selected by ACS).

## 10. Termination

10.1 This Hire Agreement shall expire upon the latter of the Services being completed or the end of the Hire Period, and ACS giving notice to the Client of such.

10.2 ACS may terminate the Hire Agreement on written notice to the Client, in the following circumstances:

- the Client fails to pay any sums due under an invoice within 30 days from the invoice's date;
- the Client fails to observe, or is in breach of, any of the terms of the Hire Agreement;
- the Client becomes bankrupt, insolvent, unable to pay its debts as they fall due, has a receiver appointed over some or all of its assets, or suffers an analogous event.

10.3 The termination or expiry of the Hire Agreement for any reason whatsoever shall not affect the pre-acquired rights of the Parties, including the right of ACS to recover any sums due from the Client under the Hire Agreement. Additionally, such termination or expiry shall not affect the continuation in full force and effect any Clause of the Hire Agreement that expressly or impliedly endures expiry or termination, including Clauses 4, 5, 6, 7, 9, 10 and 12.

## 11. Interruption or delay

ACS shall have no liability to the Client if it is prevented or delayed in performing the Services or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (including force majeure events and labour disputes). Following cessation of such a delay, ACS will promptly recommence performance of the Services.

## 12. General

12.1 Any changes made to the Hire Agreement must be agreed in writing to have effect. Such changes shall not affect the rights of ACS under these Terms and Conditions unless explicitly stated otherwise.

12.2 All invoices, notices, demands or any communication from ACS to the Client shall be regarded as having been properly delivered to the Client if posted by first class post or emailed or faxed or left at the address of the Client stated on this Agreement and shall be deemed to have been delivered the day after despatch.

12.3 If any provision (or part of a provision) of the Hire Agreement is found by any court or body of competent jurisdiction to be invalid, unenforceable or illegal, the remainder of the provisions will remain in force. In such circumstances the Parties will substitute for any such provision a valid, enforceable and legal provision which achieves so far as possible the same effect as would have been achieved by the invalid or unenforceable provision.

12.4 Each of the Parties acknowledges and agrees that in entering into the Hire Agreement it does not rely on any statement or representation relating to the subject matter of the Hire Agreement, other than as expressly set out in the Hire Agreement or a document expressly referred to therein.

12.5 The Client shall not and ACS may, assign, or deal in any similar manner with, all or any of its rights or obligations under the Hire Agreement.

12.6 The Hire Agreement is for the benefit of the Parties (and where applicable their successors and permitted assignees) and is not intended to benefit, or be enforceable by, anyone else, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.7 The Hire Agreement and any dispute or claim arising out of or in connection with it, shall be governed by the law of England and Wales. Further, the Parties agree that the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim that arises out of or in connection with the Hire Agreement.

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# WET HIRE TERMS AND CONDITIONS

## 1. Interpretations

These Terms and Conditions form part of the Hire Agreement (defined below). In these Terms and Conditions the following definitions shall apply:

- "ACS" shall mean Aerial Camera Systems Limited;
- "the Client" shall mean the person(s), firm or company hiring the Equipment and/or the Operatives to perform the Services;
- "the Equipment" shall mean the equipment specified on the Hire Agreement;
- "the Hire Agreement" means the Client's offer to receive Services and ACS' subsequent acceptance of that offer, or the Client's acceptance of a valid Quote from ACS;
- "the Hire Period" means the period from when the Equipment leaves ACS premises until safe return of the Equipment to the premises, or such other location elected by ACS;
- "Intellectual Property Rights" means all patents and rights in inventions, copyright, trade marks, business and domain names, goodwill, designs, rights in software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered, and all similar or equivalent rights or protection;
- "the Operatives" shall mean the ACS personnel operating the equipment;
- "the Parties" means ACS and the Client, each a "Party";
- "the Quote" means the document issued by ACS setting out the details of the Services, the responsibilities for the provision of the Services, the estimated timetable for the Services, and the cost of the Services;
- "the Services" shall mean the services to be provided by ACS to the Client, as specified in the Hire Agreement.

## 2. The contract

2.1 This Hire Agreement is made between the Parties, on the basis of these Terms and Conditions and the terms set out in ACS' offer acceptance, or the Quote. In the event that ACS' offer acceptance or Quote contradicts any provision of these Terms and Conditions, such offer acceptance or Quote shall prevail.

2.2 These Terms and Conditions prevail over any other terms or conditions referred to in the Client's order (or other offer by the Client to purchase the Services from ACS), and supersede all previous written or oral agreement or contracts in relation to the Services. No agreement for the provision of services by ACS shall be established otherwise than on the basis of these Terms and Conditions.

2.3 All oral communication between ACS and the Client relating to the Services or Hire Agreement shall be confirmed in writing within two working days by the Client. ACS shall not be liable for the consequences of any inaccuracies or misunderstandings caused by the Client failing to confirm his order in writing or the correspondence being lost in the post.

## 3. ACS' obligations

- ACS shall use reasonable endeavours to manage and complete the Services in accordance in all material respects with the scope of the Services.
- ACS shall use reasonable endeavours to ensure that the Equipment and Operatives shall arrive at a time and place mutually agreed between the Client and ACS. ACS will endeavour to comply with any agreed performance schedules but will accept no liability for failing to do so in circumstances beyond its control.
- ACS shall use reasonable endeavours to ensure the Equipment is operated by the Operatives in a professional and safe manner.

ACS and the Operatives will follow any reasonable instructions issued by the Client when carrying out the Services. Such instructions may result in extra charges to the Client if they result in the work, equipment, or time required being in excess of the strict scope of the Services.

## 4. Client's obligations

- It is the responsibility of the Client to ensure that the Services are suitable for the purpose for which ACS is engaged. In doing so the Client is not entitled to rely on any advice or recommendations from ACS as ACS will not have knowledge of all the relevant factors.
- The Client shall cooperate with ACS in all matters relating to the Services. Without limitation to the foregoing, the Client shall, at its own cost:
  - provide instructions in good time and upon request;
  - keep safe the Equipment whilst in the Client's control;
  - inform ACS of all unusual and/or non-English laws or regulations to which ACS (including the Equipment and Operatives) should abide by in the performance of any part of the Service; and
  - hold harmless and indemnify ACS against any liability, loss, damage, cost, expense or other claim resulting from the provision of the Services; and
  - keep and maintain safe the Operatives, and do so in a manner no less advantageous than the Client keeps and maintains its own personnel;
  - supply ACS and the Operatives with all facilities and tools (other than the Equipment) which conform to relevant UK standards, to allow the proper and safe performance of the Services;
  - provide the Operatives with accommodation, medical facilities, travel services, and such other facilities as are reasonable, and/or agreed by the Parties;
  - keep and maintain adequate insurances to ensure that the Client can indemnify ACS (and cover itself) in respect of all risks to which the Operatives may be exposed during the period in which the Services are provided (copies of such insurance policies to be provided to ACS on request);
  - ensure that all licences, permissions, and accesses, required to perform the Services are obtained in good time in advance of the time for performance of the relevant part of the Services; and
  - maintain adequate insurance policies in respect of all liabilities of the Client that may arise under the Hire Agreement.

4.3 The Customer recognises that as aspects of the Services are creative services, they may be open to creative interpretation, and that ACS cannot guarantee the outcome of the Services or the performance of the Equipment. As such the Customer's rights to reject the Services or Equipment on the basis of non-satisfaction shall be restricted.

4.4 It shall be the responsibility of the Client to safely return the Equipment to ACS on the scheduled expiry of the Hire Period or upon termination of the Hire Agreement (whichever is sooner). If ACS agrees to collect the Equipment on such expiry or termination, the Client shall remain fully and wholly responsible for the safety, protection and condition of the Equipment until it is in the possession of ACS and ACS has confirmed such to the Client in writing.

4.5 The Client will not open the outer case or remove any circuit board, label, sign or serial number etc. of the Equipment.

## 5. Service charges and payments

- The Client shall pay ACS, the fees and other amounts as outlined and agreed in the Hire Agreement. Unless specified as being for a fixed price, the Services will be charged for on a time and materials basis (calculated on the basis of ACS' standard rates from time to time (details available upon request) in addition to the reasonable costs and expenses associated with the Services (for example, travel costs). Any work carried out beyond the strict scope of the Services will be charged on this time and materials basis.
- ACS reserves the right to amend any quotation or fixed price should either a site survey or prevailing weather conditions or consent of any event location owners, require additional equipment and/or time and/or Operatives to ensure the safe and professional operation of the Services.
- ACS' pricing is based on hire and service charges calculated on 24 hour periods (1 day). All hire, service, and other charges will be calculated on this daily basis unless previously agreed in writing.
- Upon ACS being satisfied that the Services have been completed (or in advance of this at ACS' option), ACS will issue an invoice, or invoices, to the Client for the fees and charges then due. The Client will make payment for all sums due under an invoice in full, and in cleared funds, in the method set out on the invoice, within 30 days from the date the relevant invoice is raised.
- Any amount due to ACS that is outstanding after the due date for payment will attract interest at the rate of 3% per month until the full amount has been paid. Such interest charges will be compounded at the end of each month.
- ACS may deduct the amount of deposit (if any has been paid to ACS) specified in the Hire Agreement from the final invoice(s) to the extent that such deposit remains unused.
- If at any time the Client no longer wishes to receive the Services (or any part of the Services) ACS reserves the right to charge a cancellation fee not exceeding the total amount that would have been paid to ACS under the Hire Agreement had the Services been completed.
- The Client shall procure that upon request from ACS, the Client's director(s) enter into separate guarantees with ACS whereby they irrevocably and unconditionally guarantee to ACS the due and punctual performance of the Client's obligations under the Hire Agreement. In addition, if the Client defaults in payment of any sum or sums payable to ACS under the Hire Agreement for a period of more than 90 days from the invoice date, the director(s) of the Client will upon written request from ACS pay such sum or sums as may be outstanding under the Hire Agreement. In the event of there being more than one signatory to this guarantee, the directors' liabilities shall be construed and have effect as joint and several liabilities.
- The Client shall pay Value Added Tax (or any similar tax due) on the taxable invoice values. Unless provided otherwise, all sums set out in the Hire Agreement are exclusive of applicable tax and similar charges.

## 6. Proprietary Rights and Publicity

6.1 The Equipment, all Intellectual Property Rights in the Equipment, and all Intellectual Property Rights associated with the Services shall ensure to, and remain at all times, the sole property of ACS. The Client shall have no right, title or interest in such proprietary rights except those explicitly granted by ACS in this Hire Agreement.

6.2 Each Party may publicise the customer-supplier relationship between the Parties. In doing so, reasonable use may be made of the other Party's name and trade marks, provided that the goodwill in the associated Intellectual Property Rights is not jeopardised.

## 7. Limitation of Liability – PLEASE READ THIS CLAUSE

- To the full extent permitted by law, ACS' total liability arising from, or related to, the Hire Agreement and Services, shall be limited to the lower of: the total price paid for the Services at the time of the act or omission giving rise to a liability, or, £100,000.
- To the full extent permitted by law, ACS shall not be liable in any circumstances to be liable to the Client or any third party for any claims in respect of loss of profits, special damages or any consequential loss whatsoever, or be under any liability for loss or damage to any persons or property however caused whether arising directly or indirectly from the Services or rental or use of the Equipment by the Client.
- To the full extent permitted by law, ACS shall not be liable or responsible for the loss or damage of any material (for example, video footage or production samples) that the Client decides to use, or allows to be used, in connection with the Services. Furthermore, it remains the Client's responsibility to ensure that, if possible, appropriate back-up copies of such materials are safely maintained.

## 8. Sub-contracting

ACS reserves the right to subcontract all or any part of the Services and to assign or otherwise deal with in any way whatsoever the interest of ACS in the Equipment and the Operatives under the Hire Agreement.

## 9. Protecting the Equipment

- All repairs, maintenance, and servicing of the Equipment shall only be carried out by ACS, or as authorised by ACS. In the event that such repairs, maintenance or servicing are appropriate, the Client will inform ACS and deliver the relevant Equipment to ACS at the location requested by ACS. ACS will then undertake the relevant work and then make the Equipment available for collection by the Client. The cost of such work by ACS, and the costs for hire for the period of the work, shall be borne by the Client unless ACS (in its absolute discretion) accepts that the work is part of the routine maintenance required for the Equipment. ACS shall not be liable for any costs, claims or other liabilities that may result from any periods of non-use or unavailability of the Equipment that result from ACS carrying out such repairs, maintenance, or servicing.
- Unless stated otherwise, insurance for the Equipment is included in the charge for the Services provided that the Equipment is to be shipped by ACS using its nominated shipping company.
- If the Client has chosen to use its own designated shipping agents (or otherwise agrees to provide its own insurance), then the Client is wholly responsible for ensuring adequate insurance cover, for the Hire Period, totalling no less than £500,000 and any further sum so as to ensure cover for the total cost of replacing the Equipment (on a new for old basis) in its entirety (at the Client's own cost). Documented proof of this insurance being in place will be required before Equipment is dispatched. ACS reserves the right to suspend and/or terminate the Hire Agreement & not dispatch the Equipment at any time (with no charge or penalty) if the required insurance documentation is not accessible to ACS.
- The Client is wholly liable to ACS for any repair and/or replacement (on a new for old basis) costs arising from loss, theft, damage, and/or similar events affecting the Equipment, during the Hire Period. This liability remains irrespective of the existence, or payment out from, any insurance policies. Any monies owed to ACS under this Clause will be invoiced to the Client and payable within 30 days of the invoice date.
- In addition, liability of the Equipment is:
  - lost, stolen, damaged, or otherwise deemed unusable or unrecoverable by ACS, and such events arise from the Client's acts or omissions, or those of its agents or representatives (which shall be deemed to include any circumstances where such harm to the Equipment arises from the Equipment being used in connection with non-ACS equipment); or
  - not returned to ACS on or before the scheduled expiry of the Hire Period for any other reason;then the Client will be liable to pay to ACS (in addition to the full agreed Service price) a sum calculated on the basis of ACS' standard daily hire rates for the relevant Equipment, for the full period that such affected Equipment is not replaced and/or remains unusable by ACS in the normal course of ACS' business. Furthermore, if as a result of any of the preceding events, ACS is unable to fulfil its obligations to another client, the Client will indemnify ACS for, and pay to ACS a sum equal to, all losses or liabilities of ACS resulting from ACS' inability to fulfil the Hire Agreement between ACS and that other client.
- References in this Clause 9 to the costs of replacing Equipment on a "new for old basis" shall mean the full original costs of purchasing the Equipment, and any further amount so as to cover any increase in the costs of purchasing the latest equivalent versions of the Equipment. When determining the current costs of purchasing the latest equivalent versions of the Equipment, if the Equipment is not at the time for replacement part of the current product range of the manufacturer, the costs of replacement shall be determined by reference to the costs of the Equipment's then nearest commercial alternative (as selected by ACS).

## 10. Termination

- This Hire Agreement shall expire upon the latter of the Services being completed or the end of the Hire Period, and ACS giving notice to the Client of such.
- ACS may terminate the Hire Agreement on written notice to the Client, in the following circumstances:
  - the Client fails to pay any sums due under an invoice within 30 days from the invoice's date;
  - the Client fails to observe, or is in breach of, any of the terms of the Hire Agreement;
  - the Client becomes bankrupt, insolvent, unable to pay its debts as they fall due, has a receiver appointed over some or all of its assets, or suffers an analogous event.
- The termination or expiry of the Hire Agreement for any reason whatsoever shall not affect the pre-accrued rights of the Parties, including the right of ACS to recover any sums due from the Client under the Hire Agreement. Additionally, such termination or expiry shall not affect the continuation in full force and effect any Clause of the Hire Agreement that expressly or impliedly endures expiry or termination, including Clauses 4, 5, 6, 7, 9, 10, and 12.

## 11. Interruption or delay

ACS shall have no liability to the Client if it is prevented or delayed in performing the Services or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control (including force majeure events and labour disputes). Following cessation of such a delay, ACS will promptly recommence performance of the Services.

## 12. General

- All changes made to the Hire Agreement must be agreed in writing to have effect. Such changes shall not affect the rights of ACS under these Terms and Conditions unless explicitly stated otherwise.
- All invoices, notices, demands or any communication from ACS to the Client shall be regarded as having been properly delivered to the Client if posted by first class post or emailed or faxed or left at the address of the Client stated on this Agreement and shall be deemed to have been delivered the day after despatch.
- If any provision (or part of a provision) of the Hire Agreement is found by any court or body of competent jurisdiction to be invalid, unenforceable or illegal, the remainder of the provisions will remain in force. In such circumstances the Parties will substitute for any such provision a valid, enforceable and legal provision which achieves so far as possible the same effect as would have been achieved by the invalid or unenforceable provision.
- Each of the Parties acknowledges and agrees that in entering into the Hire Agreement it does not rely on any statement or representation relating to the subject matter of the Hire Agreement, other than as expressly set out in the Hire Agreement or a document expressly referred to therein.
- The Client shall not and ACS may, assign, or deal in any similar manner with, all or any of its rights or obligations under the Hire Agreement.
- The Hire Agreement is for the benefit of the Parties (and where applicable their successors and permitted assigns) and is not intended to benefit, or be enforceable by, anyone else, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- The Hire Agreement and any dispute or claim arising out of or in connection with it, shall be governed by the law of England and Wales. Further, the Parties agree that the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim that arises out of or in connection with the Hire Agreement.



# HELICOPTER TERMS AND CONDITIONS

These terms and conditions are in addition to Aerial Camera Systems standard terms and conditions.

## 1. FLIGHT RULES

Helicopter charter is subject to the rules and regulations imposed by UK Air Law and the Civil Aviation Authority. Specific regulations regarding landing area rules, aircraft loading, low flying, night flying and pilot duty hours apply to all flights undertaken. In the interests of flight safety, and on behalf of Aerial Camera Systems Ltd, the pilot is the sole judge as to which rules and regulations are applicable.

## 2.1 WEATHER

In the event of cancellation or early termination of flights due to weather, Aerial Camera Systems will endeavour to re-assign bookings to a day/s of suitable weather, subject to helicopter and crew availability. Whilst Aerial Camera Systems will endeavour to advise of the likelihood of unsuitable weather, Aerial Camera Systems accepts no responsibility whether consequential or otherwise for delays or cancellations due to weather. When a booking is agreed between Aerial Camera Systems and the customer, Aerial Camera Systems reserves the right to charge for (i) availability of the helicopter and (ii) costs already incurred on behalf of the customer. This right, unless other written agreement is reached at the time of booking, is regardless of whether weather conditions permit the proposed operation. The pilot alone shall decide on the suitability of the weather for safe flight for any operation.

## 2.2 LAST LANDING

The Civil Aviation Authority (CAA) has placed restrictions on flying helicopters with camera systems attached. One of these is that in certain situations the helicopter may only be flown using Visual Flight Rules (VFR). This means that the helicopter can only flown from 30 mins before sunrise until 30 mins after sunset. This will restrict filming at night. If you wish to fly at night then we must be advised at time of booking so we can establish whether night flying will be allowed. The pilots decision in this respect will be final. Should a booking be cancelled due to a customers failure to warn us of the possibility of night flying then the cancellation policy will still apply.

## 3. CHARTER BY FLYING TIME (HOURLY RATE)

If an hourly rate of charge is quoted, it will either be calculated by the elapsed time in the air and is charged pro rata to the higher first decimal place of an hour (10th of hour) between each take off and landing or by the elapsed time the aircraft rotor blades have been turning. All disbursements are charged. These are for example, airport/heliport landing charges, accommodation and field fuel facilities. A minimum flying hour charge may be quoted where extensive availability of the helicopter is required with little actual flying time involved.

## 4. CHARTER BY FIXED PRICE

The quotation provides an all-inclusive price for a specific service of helicopter availability, flying time and ancillary costs. Any additional availability, flight or costs incurred due to the customer changing the requirements from that quoted will be subject to additional charge. Reduced requirements will not necessarily be subject to reduced charge, which will in any case be solely at the discretion of Aerial Camera Systems.

## 5. VAT

VAT will be charged at the prevailing rate as quoted.

## 6. CANCELLATION BY THE CUSTOMER

Confirmed bookings cancelled either wholly or in part, will be subject to cancellation fees at the following scale of charges:

| Cancellation Notice         | Proportion of Hire Charge |
|-----------------------------|---------------------------|
| More than 7 days            | 10%                       |
| Between 7 days and 48 hours | 25%                       |
| Less than 48 hours          | 50%                       |
| No show                     | 90%                       |

## 7. PASSENGERS

The helicopter will carry the Pilot, 1 x Cameraman and 1 x Director or Producer (if required). An engineer may also be required for longer filming assignments. Other passengers are not allowed under any circumstances. In certain situations the pilot may restrict the crew to himself and the cameraman. This will be for safety and endurance reasons and his decision in this respect will be final.

## 8. PAYMENT

Non-account customers are required to make payment in full at confirmation of booking. Until such payment is received, bookings will not have CONFIRMED status. Bookings made 3 months or more before flight will be subject to a 50% deposit. Full payment will then be required 1 month prior to flight.