



## **GENERAL TERMS AND CONDITIONS**

These general terms and conditions ("GT&C") describe the conditions for delivery of services by the EMG Company.

The company which provides the Services shall be Aerial Camera Systems Limited (company number 1449662) whose registered office is at Unit 3 The Merlin Centre, Lancaster Road, Cressex Business Park, High Wycombe, Buckinghamshire HP12 3QL ("the Service Provider") and the Service recipient shall be referred to as "the Client".

### **I- GENERAL PROVISIONS**

#### **1. Application:**

- 1.1. These GT&C apply in full to each and every Contract entered into by the Service Provider and each and every offer/ quotation submitted with a view to entering into a Contract, to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2. The application of any general terms and conditions used by the Client is hereby expressly rejected.
- 1.3. Any order for Services from the Client shall automatically entail the Client's unreserved consent to apply the present provisions, which shall prevail over any other Client document and in particular, over any general purchasing terms and conditions other than the GT&C, unless first expressly agreed otherwise by the Service Provider.
- 1.4. These GT&C together with any quotation, or order shall apply to any Services provided by the Service Provider to the Client and shall define the contractual obligations of both parties ("the Contract").

#### **2. Definitions of Services provided:**

- 2.1. The Service Provider shall provide specialist broadcast and film production technical facilities and personnel and associated services (the "Services").
- 2.2. For the purpose of reaching any agreement regarding the scope of services to be supplied by the Service Provider, the Client shall firstly detail in writing (i.e. by e-mail, mail or fax), all its demands and needs, and share its own specifications to the Service Provider, knowing that it shall not be required from the Service Provider to provide any advice in relation to the specifications. The Service Provider may have recourse to sub-contracting in order to provide the services.

#### **3. Quotations:**

- 3.1. All quotations issued by the Service Provider are firm proposals, unless the quotation includes a period of acceptance and such period has expired.
- 3.2. The Service Provider will not be bound by its offer or quotation if the Client could reasonably understand that the offer or quotation contained an apparent mistake or slip of the pen.
- 3.3. The Client warrants that all measurements, requirements, specifications and other data on which the Service Provider relied when preparing its quotation as provided by the Client are correct and complete.

#### **4. Prices and payment:**

- 4.1. Unless the Contract states otherwise, all prices quoted by the Service Provider are stated exclusive of value-added tax (VAT) and other government-imposed taxes, levies, duties and fines. Where any taxable supply for VAT purposes is made under the Contract, the Client shall, on receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.2. In the event of additional billing relating to the provision of one or more Services not included in the initial quotation, the Service Provider will either send the main invoice showing as a separate sum the additional amount which is payable in respect of such additional Services, or a separate invoice to which an additional invoice may be appended stating the additional amounts. Any disagreement concerning the additional invoice shall not delay payment of the main invoice.
- 4.3. The Service Provider may request any new Clients, or Clients from which it has had difficulty previously in recovering invoice payments or a Client to which it has provided a service incurring expenditure to make an advance payment, a deposit or any other form of security to guarantee compliance with its obligations.
- 4.4. The Client must pay all invoices of the Service Provider within thirty (30) days from the date of invoice, in full and in cleared funds to a bank account as detailed on the invoice from the Service Provider to the Client.

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4.5. The parties shall pay all sums due under the Contract without set-off, counterclaim, withholding or deduction. If the Client fails to pay any sum due under the Contract on the due date for payment for any reason howsoever arising, the Service Provider may charge the Client interest at a rate of 4% per annum above the base rate of the Bank of England (or at 4% per annum for any period when the base rate is below 0%), calculated daily from the due date for payment until the date on which the obligation of the Client to pay the sum is discharged (whether before or after any judgment) until payment of all overdue sums is made in full.

**5. Contracting:**

5.1. A Contract shall only be deemed to be concluded upon (i) written confirmation by the Service Provider or the Client of the oral agreement reached between them; (ii) written acceptance by the Client of the Service Provider quotation by any written means; or (iii) upon the start by the Service Provider of its performance under the Contract in a way that is discernible to the Client, unless the Client immediately objects in writing.

**6. Duration of the Contract:**

6.1. The duration of the Contract shall be for the duration of the event as specifically addressed in the quotation or in the signed Contract.

**7. Obligations of the Client:**

7.1. The Client shall:

- 7.1.1. timely provide the Service Provider with all information, needed by the Service Provider or which the Client reasonably should know are required for the performance of the Contract;
- 7.1.2. render its full cooperation, including to grant timely, free and unrestricted access to all necessary data, premises and areas and ensure that the Service Provider can make use of all data and workspace and related facilities reasonably required to perform the Contract;
- 7.1.3. ensure that all staff engaged to cooperate in performing the Contract have the requisite expertise, experience, qualifications and know-how; and
- 7.1.4. ensure that the terms of any order, and any information it provides in any agreed specification, are complete and accurate.

7.2. If the Client fails to comply with its obligations above or if the Client complies late or otherwise defaults on its obligations, the Service Provider is entitled to postpone performance of the Contract in full or in part to the extent of the delay caused by the Client and charge the Client for all costs and expenses incurred at its standard rates. The Service Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this clause 7.2. The period of time in which the Service Provider is required to deliver the Services does not start until the Client has complied with its obligations in clause 7.1 so as to enable the Service Provider to commence provision of the Services.

7.3. The Client shall fully indemnify and hold the Service Provider and all its employees and freelancers involved in the performance of the Contract, harmless from any and all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges whether arising under statute, contract or at common law ("Losses") arising from claims filed by third parties who suffer damage in connection with the performance of the Contract on grounds which are attributable to another than the Service Provider, its employees or freelancers.

7.4. By accepting the Contract, the Client confirms it is aware of the daily working hours for the technical personnel as detailed in the quote provided by the Service Provider and accepts that additional charges will be incurred for technical personnel working in excess of the daily working hours quoted.

**8. Obligations of the Service Provider:**

8.1. The Service Provider shall perform the Services set out in the Contract with reasonable care and skill and in conformity with the requirements of good industry practice, and, if applicable, materially in accordance with the procedures and any specification set out in the Contract. Any agreement on the Service level shall be valid only if agreed in writing in advance and signed on behalf of both parties.

8.2. The Service Provider shall fully comply with all obligations arising from all social security and tax legislation that applies to the technical staff provided by the Service Provider to the Client.



## 9. Time Period and Subcontracting:

- 9.1. All deadlines agreed by the Service Provider for performance of the Contract are determined by the Service Provider to the best of its knowledge on the basis of information known by the Service Provider when entering into the Contract. The parties acknowledge and agree that time shall not be of the essence in relation to the performance of the Services, but the Service Provider shall use reasonable endeavors to meet all agreed deadlines.
- 9.2. Mere expiry of a deadline shall not constitute a breach of the Contract by the Service Provider who shall only be in breach for any such expiry after having been served notice of breach by the Client, and only if it fails to perform the relevant obligations on or before a reasonable deadline specified in such notice.
- 9.3. The Service Provider shall be entitled to outsource performance of the Contract or part thereof to third parties or retain the services of a third party to assist in performing the Contract.

## 10. Insurance Requirements:

### 10.1. Insurance of the Client

- 10.1.1. The Client undertakes to submit to the Service Provider the valid insurance certificates demonstrating compliance with its obligations under this clause 10 to take out and maintain insurances.
- 10.1.2. The Client undertakes to take out and maintain third party insurance cover with a reputable insurance company known to be solvent, covering any third-party risks for which it could be liable, in particular physical injury or material and consequential damage which it or its staff could cause to the Service Provider (its staff, assets and property) and any third party. The Client shall compensate the Service Provider (including sub-contractors) for Losses which arise as a result of or in connection with any act, omission or breach by or on behalf of the Client.
- 10.1.3. The Client undertakes to take out and maintain an insurance policy covering any damage (material and consequential) to property and/or equipment belonging, lent or rented to it or otherwise in its possession, including transportation of its assets and property by the Service Provider at the Client's request. The Client hereby acknowledges, and shall procure that its insurers acknowledge to the Service Provider, that the Service Provider shall be exempt from all liability and they the Client shall and shall procure that its insurers shall undertake to waive claims against the latter and its insurer in respect of material damage (in particular, breakage, deterioration, theft, disappearance) and consequential damage which could be caused to movable assets and property of any kind and equipment belonging to the Client, its subcontractors, staff, artists, the public or any person present because of the Client, whether in a professional or private capacity and irrespective of the cause. In the instances listed above, the Client shall indemnify the Service Provider against any Losses arising as a result of any proceedings, claims and/or actions which may be brought against it.
- 10.1.4. The Client hereby expressly recognizes that the prices and rates operated by the Service Provider are incommensurate with the value of the contents of videotapes, copies, videos, files or any other media to be entrusted to the Service Provider for Service provision purposes. Accordingly, it shall be for the Client to take out and maintain an insurance policy specifically covering the risk of accidental Service Provider default, damage and total or partial loss of the various items and documents entrusted to the Service Provider, as listed above. This policy shall contain a clause waiving any claim by the insurer against the Service Provider or its insurer and may be submitted to the Service Provider. The Client hereby recognizes that the Service Provider and its insurer shall not be liable in the above cases where the former has taken out insurance cover.
- 10.1.5. The Client shall undertake to take out all risk "production" insurance and all risk "media" insurance (films, assets and property belonging to the Client or other image and sound support media), cancellation of Service provision, the contracts being concluded under the Client's responsibility with insurers known to be solvent.
- 10.1.6. The above insurance policy shall contain a clause waiving insurer claims against the Service Provider and its insurer.

### 10.2. Insurance of "the Service Provider"

- 10.2.1. The Service Provider hereby declares that it holds an insurance policy in respect of its third-party liability in respect of the Service provision forming the subject of the Contract, excluding any possible damage to original elements of the work in accordance with all risks production mentioned above. The Service Provider also declares it holds insurance for its equipment.



## **11. Intellectual property:**

- 11.1. The Client warrants to the Service Provider that there are no intellectual property rights of third parties which might preclude performance of the Contract by the Service Provider and, further, that the Client has obtained full and unrestricted licenses to integrate proprietary parts of the program into its program materials and to have these parts recorded on audio, video or other information carriers by the Service Provider. The Client shall fully indemnify and hold the Service Provider and any of its affiliates harmless from any claims filed on the grounds of an alleged infringement of this clause.
- 11.2. Unless the Contract expressly provides otherwise, all intellectual and industrial property rights in items of property made or supplied by the Service Provider or any of its employees or freelancers pursuant to the contract shall vest exclusively in the Service Provider its licensors or suppliers. The Client shall only have the right to use said items of property to the extent permitted by law and these GT&C.

Any other or more far-reaching rights for the Client are hereby expressly excluded. Any licenses granted to the Client shall be non-exclusive and non-transferable.

## **12. Confidentiality:**

- 12.1. The Client and the Service Provider shall treat all written and oral information obtained from the other party in the context of the Contract as strictly confidential to the extent that they know or ought to know that the information concerned is confidential in nature, and further agree to not disclose any such information to third parties, except where:
- 12.1.1. The recipient has already obtained the information without being subject to a duty of confidentiality;
  - 12.1.2. The information already exists in the public domain other than by means of an infringement of this clause 12 or through any disclosure in respect of which the recipient knew or ought to have reasonably known at the time of disclosure that disclosure was wrongful;
  - 12.1.3. The information is provided by the recipient to its professional advisors on a need-to-know basis and subject to a duty of confidentiality;
  - 12.1.4. The information must be made known in any applicable jurisdiction under a court order or any rules or law, stock exchange rules or national, provincial, municipal or other public rules that are in force, provided that to the extent lawful the other party is consulted in due time as regards the need to disclose the information concerned and the time and extent of the disclosure.
- 12.2. Information marked as confidential by the Service Provider shall always be treated as confidential. The recipient of any confidential information shall only use the same for purposes for which the information was provided.

## **13. Liability**

- 13.1. The Service Provider's total liability on any basis for any loss or damage shall be limited to compensate the direct loss or damage incurred by the Client, subject to a maximum amount equal to the price (exclusive VAT) which has been agreed for the part of the performance of the Contract directly related to the breach. In no event shall the total amount of compensation for any such direct loss or damage exceed £100,000 (one hundred thousand pounds). Direct loss or damage shall exclusively comprise:
- 13.1.1. Reasonable costs incurred by the Client to have the Service Provider's defective performance remedied so as to conform to the Contract;
  - 13.1.2. Reasonable costs incurred by the Client to prevent or mitigate any direct loss or damage as referred to in this Contract; and
  - 13.1.3. Reasonable costs incurred by the Client to identify the cause and extent of any direct loss or damage as referred to in this Contract.
- 13.2. The Service Provider will not be liable to the Client or to any third party whether in contract, tort (including negligence), breach of statutory duty or otherwise for:
- 13.2.1. Any incidental, special, indirect or consequential loss or damage, including, but not limited to:
    - 13.2.1.1. loss or corruption of audio or video and/or information carriers and the sound and/or video material recorded thereon;
    - 13.2.1.2. loss or damage arising in connection with the use of items belonging to the Client or third parties and supplied by the Client to the Service Provider for (compulsory) use by the Service Provider;
    - 13.2.1.3. loss or damage arising in connection with the Service Provider retaining the services of third parties on the Client instructions;



- 13.2.1.4. Loss or damage caused by any breakdown or improper functioning of connections, or by the inferior quality of connections, regardless of whether these have been installed by the Service Provider or any third parties, or by the inferior quality of any branch connections installed by the Service Provider for the Client or any third parties at the request of the Client, and;
- 13.2.1.5. any loss or damage other than set out above in clause 13.1; or
- 13.2.2. for any direct or indirect losses: harm to the Client's reputation, loss of business, loss of turnover or profit, lost savings, damage caused by business interruptions, loss of goodwill, or any theft, destruction or damage to items of property belonging to the Client or any of its employees, subcontractors or authorised visitors.
- 13.3. Nothing in the Contract shall restrict or exclude the liability of the Service Provider for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any loss or damage resulting from any intentional act of the Service Provider; or (iv) to the extent that such limitation or exclusion is not permitted by law.
- 13.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.5. The Client shall be liable to the Service Provider, its employees and or third parties hired or allowed access by the Service Provider for any Losses in the event of death or physical or mental injury caused to the Service Provider or any third parties hired by the Client and for any theft, destruction or damage to items of property belonging to the Service Provider its employees and/or third parties hired or allowed access by the Service Provider.
- 13.6. The provisions of this clause also cover all individuals and legal entities engaged by the Service Provider in the performance of the Contract.

#### **14. Force Majeure:**

- 14.1. Neither party will be liable for any loss, damage, failure to perform, or delay in performance due to an event of force majeure/Act of God. An event of force majeure/Act of God means any event that occurs outside the reasonable control of the party affected, including without limitation: a prolonged power outage, road accident of OB truck, transportation delays, fires, explosions, earthquakes, drought, floods, embargo, war, invasion, revolution, civil war, riot, strikes, lock outs or disorder, acts or threats of terrorism, etc.
- 14.2. The party prevented from carrying out its obligations hereunder shall give notice to the other party of an event of force majeure upon it being foreseen by, or becoming known to, the affected party.
- 14.3. If any breach of Contract cannot be attributed to either party but due to the occurrence of an event of force majeure, the mutual obligations of the parties (other than any obligation to make payments) shall be suspended until such time as compliance with said obligations can be reasonably required again.
- 14.4. If any such suspension as a result of force majeure exceeds a period of one month, either party may terminate the Contract immediately without prior notice of default or court order, and, subject to clause 14.4, without being in any way liable to pay the other party any form of compensation.
- 14.5. Insofar as the Service Provider at the time of occurrence of the event of force majeure has already performed part of its obligations under the Contract, the Service Provider will be entitled to invoice this already performed part separately, together with its actual cost incurred even if the Service was not provided. The Client will be obliged to pay this invoice.

#### **15. Cancellation – Termination:**

- 15.1. The provision of services stipulated under a Contract can only be cancelled, and the Contract terminated, by the Client by means of a written notice to that effect addressed to the Service Provider prior to the beginning of the performance of the work under the Contract by the Service Provider.
- 15.2. In the event of cancellation/termination before the beginning of the Contract, the Client shall always be held liable to compensate the Service Provider for the preparation costs incurred.
- 15.3. In any case, when the cancellation/termination is notified by the Client to the Service Provider less than 48 hours before the scheduled commencement of the work, the Client shall be liable for the full fixed price under the Contract.
- 15.4. In any case, when the cancellation/termination is notified by the Client to the Service Provider more than 48 hours but less than 96 hours before the scheduled commencement of the work, the Client shall be liable for half of the fixed price under the Contract.
- 15.5. The Service Provider may cancel the Contract, or any part thereof, by giving written notice if any change in circumstances occurs that will render it unreasonable to demand compliance from the Service Provider, or if compliance with the Contract triggers the risk of criminal prosecution or any other legal risk. The Client shall not be entitled to any form of compensation in any such event.
- 15.6. Either party may terminate the Contract only if the other party has defaulted on a material obligation under the Contract and, having been served written notice of default containing a full and detailed description of the event of default and also providing for a reasonable grace period, fails to remedy said default.



- 15.7. Either party may terminate the Contract, or any part thereof, with immediate effect by giving written notice if the other party: (i) starts negotiations with any of its creditors or takes similar action with a view to rearrange its debts or any part thereof; or (ii) enters into a debt settlement agreement with its creditors; or (iii) applies for a suspension of payments; or (iv) applies for a winding-up order or is the subject of a winding up, receivership or administration proceedings; or (v) goes into liquidation whether voluntary or compulsory; or (vi) suffers any distress or execution to be levied on all or any substantial part of its property; or (vii) ceases or threatens to cease carrying on business or becomes unable to pay its debts as they fall due; or (viii) suffers any analogous event or circumstances in any jurisdiction. A party which terminates the Contract on this basis shall in no circumstance be obliged to reimburse any funds already received or to pay any form of compensation.
- 15.8. The Client may only terminate a Contract for the provision of Services on the occurrence of any of the events expressly stipulated in these GT&C.
- 15.9. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 15.10. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**16. Non-Solicitation:**

- 16.1. The Client agrees for the term of the Contract and for one year after the date of its termination to refrain from soliciting, hiring or otherwise directly or indirectly retaining any services, in the broadest sense of the word, of persons employed by the Service Provider or any of its affiliates who were involved in the performance of the Contract, unless it has obtained the Service Provider's prior written consent. The Service Provider shall not withhold its consent if the Client has offered appropriate compensation to the Service Provider.

**17. Compliance with Relevant Requirements**

- 17.1. Each party shall:
- 17.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - 17.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 17.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
  - 17.1.4. promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by that part in connection with the Contract; and
  - 17.1.5. immediately notify the other party in writing if a foreign public official is or becomes an officer or employee of that party.
- 17.2. Breach of this clause 17 shall constitute a breach of a material obligation pursuant to clause 15.6, and such breach shall be deemed incapable of remedy.
- 17.3. For the purposes of this clause 17, the meaning of adequate procedures and foreign public official shall be determined in accordance with the Bribery Act 2010.

**18. Data Protection**

- 18.1 The Client and the Service Provider recognise to be the data controller and data processor of the data processing that they carry out and commit to comply with the applicable data protection regulations, including the General Data Protection Regulation.
- 18.2 It is understood that in the context of the delivery of services by the Service Provider, the terms "data controller" and "data processor" can apply to both the Client and the Service Provider, as appropriate.
- 18.3 As data processor the Party undertakes and commits:
- 18.3.1 to apply the appropriate technical and organisational measures in such a way that the processing meets the legal and regulatory requirements regarding data protection and ensures the protection of the rights of data subjects;
  - 18.3.2 to collaborate and assist the data controller throughout the processing of personal data, and alert the latter on any use that may involve risks thereon;
  - 18.3.3 to notify the data controller of any data breach without undue delay after becoming aware of the breach in order to enable the data controller to fulfil its obligations to notify its data protection authority, and, if necessary, the data subjects;
  - 18.3.4 to assist the data controller in responding within the time limits provided by law to requests from the data subjects by giving access to all the necessary information to answer them and by notifying the other party of the requests of the data subjects as soon as possible;



- 18.3.5 not to transfer personal data in a territory located outside the European Union except if such offers an adequate level of personal data protection certified by the European Commission or to a company that has adhered to the Privacy Shield, unless the transfer is covered by standard contractual clauses adopted by the European Commission;
- 18.3.6 not to subcontract the data processing without prior consent of the data controller
- 18.3.7 to restrict its personnel from processing the personal data of the data controller without the latter's authorisation and impose appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.
- 18.3.8 to hand over to the data controller or – subject to prior consent – destroy all documents, processing and data sets related to the Contract that have come into its possession, in a data protection compliant manner and confirm this destruction upon simple request.
- 18.3.9 to allow the data controller to carry out the verifications it deems necessary to ensure compliance with the legal and regulatory requirements on data protection.

#### **19. Miscellaneous:**

- 19.1. If any of the provisions hereof prove to be invalid or unenforceable at any time, the remaining provisions shall continue to be in force and effect to the fullest extent possible. The Service Provider and the Client shall do their utmost to reach agreement about a new provision which approximates the invalid or unenforceable provision as closely as possible in terms of both meaning and purpose.
- 19.2. A waiver of any rights or remedy under the Contract or at law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.3. The Client may not assign, transfer or otherwise deal with any of its rights and obligations under the Contract without the prior written consent of the Service Provider. The request for approval shall be sent to the Service Provider by the Client at least 15 days prior to the proposed transfer, assignment or other dealing.
- 19.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.5. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, and the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 19.6. Notices and other communications required in relation to the Contract must be given or made in writing and be delivered in person or sent by fax, courier registered mail to the addresses or fax numbers stated in the Contract or to any such other address as the addressee may report for that purpose in conformity with the provisions of this clause.
- 19.7. Parties will go to court only after they have used reasonable efforts to settle the dispute by mutual consultations.
- 19.8. The Contract constitutes the entire agreement between the parties in relation to its subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

#### **20. Applicable Law and Jurisdiction:**

- 20.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 20.2. Subject to clause 19.7, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

### **II- PARTICULAR PROVISIONS / PROVISION OF EQUIPMENT/FACILITIES – DRY HIRE**

#### **21. Provision of equipment/facilities**

- 21.1. The provisions of this shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the provision of equipment only.
- 21.2. Equipment is placed at the disposal of the Client for full days during the period specified in the Contract. This period may be renewed or extended only with the prior written consent of the Service Provider.

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- 21.3. Unless the Contract provides otherwise, the Client shall take receipt of the equipment at the business premises (dispatch) of the Service Provider during office hours (from 9 am to 6 pm) as from the first of the aforementioned period. If no starting date is laid down in the Contract, the provision period starts on the date on which the Service Provider makes the equipment available to the Client. If the Client fails to take receipt of the equipment on the starting date, the Client shall nonetheless be bound by the Contract and be liable to pay the agreed price.
- 21.4. The Client or its authorized representative must present a copy of his or her passport and/or driving licence to the Service Provider before receiving the equipment.
- 21.5. The Service Provider shall ensure that the equipment is properly packed. The Client shall be responsible for transporting the equipment as-packed in a suitable vehicle and in suitable conditions.
- 21.6. Unless the Contract provides otherwise, no later than on the expiry date of the hire period set out in the Contract, the equipment must be returned in its original condition and packaging at the dispatch of the Service Provider during office hours. The Client shall also return all non-durable materials, including the spare parts issued by the Service Provider, as well as any (broken) parts replaced with the spare parts, failing which the Client shall be liable to pay the full replacement value of those items.
- 21.7. If the equipment is not returned to the Service Provider on the expiry date of the fixed period, the Client shall be in default by operation of law without prior notice being required. For each day that the Client is late in returning the equipment, it shall be liable to pay the agreed price, without prejudice to the right of the Service Provider to claim additional damages.
- 21.8. The Service Provider shall be entitled (without limiting any rights or remedies available to it) to inspect the equipment when returned in order to check whether it is complete and without visible damage. A functional inspection may be carried out at a later point in time.
- 21.9. If the Client breaches any of its obligations under the Contract, the Client shall compensate the Service Provider on the basis of the full replacement value for any and all damage caused by the rented equipment being lost, damaged or stolen.

## **22. Insurance Requirements**

- 22.1. The Client is responsible for the equipment and/or facilities provided and shall return it the same state provided by the Service Provider.
- 22.2. The Client is responsible for insuring against any damage to equipment in the Client's custody which are made available by the Service Provider. Insurance shall also cover transportation and shall be valid worldwide.
- 22.3. The Client shall, upon request, produce an insurance certificate, which shall mention the risks underwritten; amounts insured and insurance validity periods.
- 22.4. For any reason, any deductible or excess remaining shall not be borne by the Service Provider and should be compensated in full by the Client.
- 22.5. In case of damage to the Service Provider's equipment, the scheduled compensation shall be based on the replacement value new of the equipment as at the day of the claim, on the understanding that the Client acknowledges being fully liable of the value of the equipment placed at its disposal and in its custody.
- 22.6. The insurance covering the Client's liability regarding damages made to studios shall be covering an amount of at least £1,000,000 (one million pounds).
- 22.7. The Client can alternatively (subject to the prior written agreement of both parties) benefit from the Service Provider's damage insurance, in order to guarantee the Equipment made available to the Client.
- 22.8. In that case, the Service Provider shall insure the equipment and the insurance cost shall be re-invoiced to the Client, and such invoice shall be payable by the Client within [thirty (30)] days of the date of invoice. The damage excess amount shall continue to be for the Client's account and the Service Provider and its insurers shall waive any claims against the Client and its insurers beyond the excess amount provided above "insurance cover proposed by the Service Provider.
- 22.9. The insurance shall cover damage to the equipment due exclusively to fire, explosion, water damage, equipment breakage and theft. The insurance cover shall apply worldwide. Use of the Service Provider's equipment not complying with normal usage and the regulations in force shall result immediately in the suspension of all insurance policy cover. The invoicing of insurance costs shall include coverage of transport risks.
- 22.10. Any deductible remaining shall not be borne by the Service Provider and should be compensated in full by the Client.
- 22.11. All claims shall require the Client to submit a detailed declaration on headed paper within forty-eight (48) hours.
- 22.12. In the event of theft or disappearance, the Client shall undertake to file a complaint with the competent police department. The original of the receipt for the complaint thus filed shall be sent to the Service Provider.
- 22.13. The Service Provider shall be compensated for operating losses arising from damage which is caused to the Equipment during the provision period and which requires repair. The loss shall depend on the number of idle days and shall be calculated on the basis of 50% of the daily price applying as at the date of return. The compensation period shall be calculated after 5 idle days (as from the return of the equipment) and shall run up to the day on which the Equipment is again available for their provision. This compensation shall also be payable in the event of permanent disappearance of the Equipment for whatever reason (theft, loss, etc.) from the date 5 days after the scheduled date of its return and until its value has been fully reimbursed.