

MEDIA POWERHOUSE LIMITED

GENERAL TERMS AND CONDITIONS

1. Interpretation

In this Agreement the following expressions shall have the following meanings:
"Agreement" this agreement and the schedules to it (and expressions defined in any schedule shall have the same meaning in this Agreement); "Default Rate" 4% per month calculated on a daily basis (as well after as before any judgement);
"Equipment" includes each item thereof and all replacements, renewals, parts, accessories and additions thereto;
"Facilities" includes each and all of the Equipment, Personnel and all other materials and/or services provided by Media Powerhouse to the Hirer at the request of the Hirer;
"Hire" Hire of the Facilities subject to the terms of this Agreement;
"Hire Charges" Media Powerhouse's hire charges shown on its current rate card for the time being or such other charges as may have been agreed between the parties.
"Hirer" the company, firm or person whose order is accepted by Media Powerhouse.
"Hire Period" the period specified in the Schedule;
"Media Powerhouse" Media Powerhouse Limited.

The Hire

2.1 Media Powerhouse agrees to let and Hirer to hire Facilities subject to provisions of this Agreement which contains the entire agreement between Media Powerhouse and the Hirer and shall apply to the exclusion of all other terms and conditions and shall not be varied except as confirmed in writing by Media Powerhouse.
2.2 Hire shall commence on the commencement date and continue for the Hire Period subject to the provisions for earlier termination below. Unless this Agreement otherwise provides, Equipment will be collected on the Commencement Date from and returned at end of Hire to Media Powerhouse's address.
2.3 Hire may not be cancelled by Hirer without consent of Media Powerhouse and only on terms that Hirer indemnifies Media Powerhouse in full against all loss (including loss of profit and reimbursement of all costs) incurred by Media Powerhouse prior to or as a result of cancellation.
2.4 Hirer acknowledges that Equipment was selected by Hirer as suitable for its purpose and Hirer has not been induced to enter into this Agreement by any prior representation (whether innocently or negligently made) except as specifically contained in this Agreement.
2.5 Unless otherwise expressly agreed in writing by Media Powerhouse, all Equipment supplied by Media Powerhouse is supplied on hire in accordance with these terms and no ownership interest in the Equipment shall pass to Hirer or any third party.
2.6 Media Powerhouse will use reasonable efforts to ensure Equipment is in good working order on delivery and of satisfactory quality and that any on-site technical services supplied by Media Powerhouse will be provided using reasonable care and skill by persons of appropriate competence and training and in accordance with this Agreement
2.7 Media Powerhouse reserves the right to make deliveries/and or services by installments and to render a separate invoice in respect of each such installment. Where delivery is to be made by installments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by the seller in respect of any one delivery shall not entitle the buyer to repudiate the contract or any installments remaining to be delivered thereunder.

3. Hire Charges and Other Payments

3.1 Hire Charges shall be paid by Hirer without previous demand to be received in cleared funds on or before due date(s) for payment. Time shall be of the essence in respect of all payments due under this Agreement and shall be treated as paid on the date Media Powerhouse obtains value, shall bear interest at the Default Rate from the date due, expended or incurred until payment and shall be paid without any deduction, setoff or counterclaim whatsoever. Any payment by post shall be the sole risk of Hirer. Any discounts quoted or agreed may be forfeited at Media Powerhouse's discretion if payment is received after the due date.
3.2 Hirer shall remain liable for Hire Charges at the same rate as provided in this Agreement until end of Hire Period or, if later, date of return of Equipment to Media Powerhouse PROVIDED THAT, if Equipment is lost, stolen, damaged or destroyed, Hire Charges shall continue until its repair or replacement.
3.3 Media Powerhouse reserves right to appropriate any payments made (notwithstanding express appropriation by Hirer) to any sums payable to Media Powerhouse under this or any other agreement between the parties.

4. Hirer's Obligations

4.1 Hirer undertakes during the continuance of Hire and until return of Equipment to Media Powerhouse:
4.1.1 to take all reasonable care of Equipment to ensure its safety and security and, in event of its loss or damage, to indemnify Media Powerhouse in accordance with Clause 6 below;
4.1.2 to check Equipment before taking into use, to notify Media Powerhouse forthwith of any repair or maintenance required to Equipment and not to permit such repair or maintenance other than by Media Powerhouse or with its authority;
4.1.3 to ensure Equipment is only used in a proper manner without risk to health and safety and not contrary to any law or for any purpose for which Equipment is

not designed or reasonably suitable; and not to make any modification to Equipment, open the outer case (unless required in normal use) or remove any notices or serial numbers on the Equipment;
4.1.4 to permit or procure for Media Powerhouse or its agents access to inspect or remove Equipment;
4.1.5 to notify Media Powerhouse in writing of any change in Hirer's details in this Agreement and upon request to inform Media Powerhouse of the location of Equipment;
4.1.6 if transit of Equipment is arranged by Hirer, to arrange any necessary customs clearances, comply with all applicable import/export regulations and pay all related duties;
4.1.7 to take all reasonable steps to safeguard the health, safety and welfare of Media Powerhouse's personnel while on-site and to conduct and provide Media Powerhouse with copies of all relevant risk assessments and other health and safety documentation;
4.1.8 not to sell, sub-let or otherwise dispose of or part with Equipment or any interest therein or do or permit to be done any act or thing which may jeopardise Media Powerhouse's rights therein but to keep Equipment in its possession and control free from lien, charge or encumbrance so that Equipment shall at all times remain property of Media Powerhouse or its legal owner.
4.2 Hirer undertakes (notwithstanding termination of the Hire) to indemnify Media Powerhouse against all liabilities whatsoever arising out of the possession or operation of Equipment by or on behalf of Hirer provided that such indemnity shall not extend to liability for death or personal injury caused by Media Powerhouse's negligence.

5. Equipment Support

Except where Hirer is in default under this Agreement or maintenance or repair is necessitated by willful abuse, negligence or accident, Media Powerhouse shall maintain Equipment free of charge to Hirer; shall as soon as practicable on request provide replacement Equipment if Media Powerhouse is unable to repair the same (any replacement being for all purposes subject to this Agreement) provided that (unless expressly agreed) Media Powerhouse's liability hereunder shall not extend to the provision of onsite support.

6. Risk and Insurance

6.1 The Equipment shall be at the risk of the Hirer from the time of delivery to the Hirer or its carrier, until its return to Media Powerhouse's premises or, if earlier, possession is taken by Media Powerhouse's carrier.
6.2 Hirer shall at its own expense insure Equipment with an insurance company of repute against all loss or damage in an amount equal to its new replacement cost; against third party liability; and against liability for any on-going Hire Charges under Clause 3.2; in each case until Equipment is returned to Media Powerhouse in good working order and condition (fair wear and tear excepted) or is at Hirer's cost either repaired or (if not capable of economic repair) insurance proceeds and amount of any excess are received by Media Powerhouse, whichever is the earlier.
6.3 Hirer will on request at any time produce to Media Powerhouse the insurance policy and receipt for current premium. If Hirer fails to insure and keep Equipment insured to Media Powerhouse's satisfaction Media Powerhouse may (but shall not be obliged to) terminate this Agreement without liability to Hirer or itself.
6.4 Hirer hereby irrevocably authorises Media Powerhouse in name and on behalf of Hirer to make any claims under the insurance in respect of loss of or damage to Equipment; to settle or compromise such claims; and to receive and give good discharge to insurers for any moneys payable.
6.5 Hirer shall not do or allow to be done any act or thing whereby insurance of Equipment may be invalidated.
6.6 In event of loss of or damage to Equipment, Hirer shall notify Media Powerhouse forthwith, assist in making appropriate claims under such insurance and not without Media Powerhouse's consent settle or compromise any claim.
6.7 Media Powerhouse accepts no responsibility for loss or damage to any equipment or materials of the Hirer or any third party, which Media Powerhouse may agree to store or transport, and any such equipment or materials shall at all times be at the Hirer's risk.
6.8 This clause will only apply if agreed in writing by Media Powerhouse before the commencement of any Hire Period. Clause 6.1 shall not apply to this Agreement in the event that it is agreed by Media Powerhouse in accordance with the foregoing that this clause 6.8 shall apply. It is agreed that whilst the Hirer will not be party to our Insurance Policy and will not have direct rights of action against our Insurers, subject to the following provisions of this clause our Insurers will not exercise any rights of subrogation against you in the event of loss or damage to the equipment. Notwithstanding the foregoing our Policy is subject to certain Terms and Conditions, copies of which are available on request. Please note that any costs, losses or damages which are not paid recovered from our Insurers due to the imposition of the Terms and Conditions of our Insurance Policy will render the Hirer fully responsible for any such costs, losses or damages and the Hirer hereby fully and effectually indemnifies Media Powerhouse in respect thereof. Some of the main Conditions and Exclusions are shown below:
(a) Cover only applies within the UK and EU/EFTA Countries.
(b) A limit of £250,000 applies in respect of Transit by sea or air.
(c) The Hirer must take all reasonable precautions to protect the equipment at all times.
(d) An excess of £500 applies on all claims which shall be the sole responsibility of the Hirer.
(e) The policy excludes losses from unattended vehicles.

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- (f) Any possible claim must be notified to the Media Powerhouse within 12 hours and written confirmation must be received within 48 hours.
- (g) The Hirer will be responsible if the loss is not immediately reported to the Police and confirmation of the Police Address and Crime Reference Number allocated is provided to Media Powerhouse.
- (h) The Hirer will assist Media Powerhouse and their Insurers in dealing with any loss or claim and should provide any documents or proof as needed.
- (i) The Policy provides for normal Exclusions in respect of war, radioactivity, sonic bangs, terrorism and other force majeure events.

7. Exclusion and Limitation of Liability

- 7.1 Hirer acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that consequences to Hirer of breach of this Agreement by Media Powerhouse may be disproportionate to Media Powerhouse's Hire Charges. Therefore, Hirer agrees that Media Powerhouse's entire liability to the Hirer in respect of this Agreement and any breach or negligent act or omission (including liability for acts or omissions of Media Powerhouse's employees, agents and sub-contractors) shall be limited as follows:
- 7.1.1 except as provided in these terms, all conditions, warranties and representations concerning the Equipment, their state, quality, description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law;
- 7.1.2 Media Powerhouse's liability in respect of each event or series of connected events shall not exceed the total Hire Charges received by Media Powerhouse except that in the case of recorded material, Media Powerhouse's liability shall be limited to the cost of replacing blank media only;
- 7.1.3 Media Powerhouse will not be liable for any loss, damage or expense caused by any interruption or loss of use of Equipment, increased cost of working, delay, loss of profit or goodwill, special, consequential or indirect damage however caused, even if reasonably foreseeable or Media Powerhouse was advised of the risk of its occurrence;
- 7.1.4 Media Powerhouse shall have no liability arising out of Hirer's inability to operate the Equipment in accordance with manufacturer's instructions and for its proposed use;
- 7.1.5 Hirer shall give Media Powerhouse reasonable details of any claim in writing without delay and no later than 30 days of occurrence of the matter giving rise to the claim;
- 7.1.6 all Equipment agreed to be sold by Media Powerhouse is sold "as is" and no warranty is given as to performance, functionality, fitness for purpose or that it is of satisfactory quality, unless otherwise agreed by Media Powerhouse in writing.
- 7.1.7 nothing in these terms shall limit or exclude Media Powerhouse's liability in respect of death or personal injury resulting from Media Powerhouse's negligence or for fraud.
- 7.2 If so requested by Hirer, Media Powerhouse may consider accepting higher limits of liability subject to payment by Hirer of an additional charge.

8. Termination

- 8.1 Hire shall forthwith terminate without notice if Hirer shall (being an individual) die or be subject to an interim order (within meaning of Insolvency Act 1986) or the presentation of a bankruptcy petition; or enter into any arrangement or composition with creditors; or (being a limited company) enter into compulsory or voluntary liquidation (not being for the purpose of reconstruction or amalgamation on terms previously approved by Media Powerhouse in writing); or have a receiver appointed or a petition presented for an administration order; or have any distress, execution or other legal process made in respect of Hirer's property; cease or threaten to cease to carry on business; or if anything analogous to the foregoing under the laws of any jurisdiction shall occur in relation to the Hirer.
- 8.2 Media Powerhouse may serve notice on Hirer terminating Hire forthwith if Hirer: fails to pay any sums payable hereunder in full on the due date; commits a breach of any other provision hereof and (if capable of being remedied) fails to remedy such breach within 7 days after notice from Media Powerhouse requiring the same; or shall cause or permit to be done any act or thing whereby Media Powerhouse's rights in Equipment are prejudiced.
- 8.3 Upon termination, which shall be effective notwithstanding subsequent acceptance by Media Powerhouse of Hire Charges, Hirer shall no longer be in possession of Equipment with Media Powerhouse's consent and (without prejudice to Hirer's obligations under Clauses 3, 4 and 6 and any other rights and remedies of Media Powerhouse under this Agreement) Hirer shall:
- 8.3.1 at Hirer's expense return Equipment to Media Powerhouse in good working condition (fair wear and tear excepted) and in default Media Powerhouse may forthwith without notice repossess Equipment and for this purpose freely enter any premises occupied by or under control of Hirer;
- 8.3.2 become immediately liable to pay to Media Powerhouse: all costs and expenses (including without limitation, any legal costs and expenses) incurred by Media Powerhouse in locating, repossessing or restoring Equipment, collecting any sums due or otherwise in obtaining due performance of Hirer's obligations hereunder; all arrears of Hire Charges and other sums payable with interest thereon at Default Rate; and the unpaid balance of the Hire Charges.
- 8.4 Media Powerhouse may terminate Hire without liability to Hirer if performance by Media Powerhouse is prevented by circumstances beyond Media Powerhouse's reasonable control (including, without limitation, fire, flood, trade dispute or industrial action, war, riot, civil disturbance or terrorist act, legal or

governmental restriction or embargo). In such event, Hirer shall be liable for Hire Charges, apportioned as appropriate, to date of such termination.

9. General

- 9.1 If Hirer is more than one person, they shall be liable both individually and together.
- 9.2 Each party shall treat as it does its own confidential information all information obtained from the other pursuant to this Agreement which is marked "confidential" or the equivalent or has the necessary quality of confidence about it.
- 9.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than Media Powerhouse and Hirer shall have any rights under or to enforce these terms.
- 9.4 Delay shall not prevent Media Powerhouse enforcing any provision of this Agreement. Any waiver of a breach of this Agreement shall not be operate as a waiver of a later breach of the same or any other provision.
- 9.5 If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected.
- 9.6 Neither party shall assign or otherwise transfer any of its rights or obligations under this Agreement except that Media Powerhouse may sub-contract all or any of its obligations to a competent third party.
- 9.7 Headings in this Agreement are for convenience only and shall not affect interpretation.
- 9.8 Any notice under this Agreement shall be in writing and may be served by hand, pre-paid first class post or airmail, electronic mail or facsimile to its address or facsimile number set out in this Agreement or such other address as is notified for the purpose. A confirming copy of any notice served by electronic mail or facsimile shall be sent by post within 24 hours of transmission.
- 9.9 This Agreement shall be governed and construed in accordance with English law. The parties agree to submit to the non-exclusive jurisdiction of the English Courts.

10. Data Protection Act 1998

1. Media Powerhouse may transfer information about you to our financiers, who:
- (a) may use, analyse and assess information about you, including the nature of your transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us;
- (b) from time to time, may make searches of your record at credit reference agencies where your record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;
- (c) may give information about you and your indebtedness to the following:
- (i) our or their insurers for underwriting and claims purposes;
- (ii) any guarantor or indemnifier of your or our obligations to enable them assess such obligations;
- (iii) their bankers or any advisers acting on their behalf;
- (iv) any business to whom your indebtedness or our arrangements with our financiers may be transferred – to facilitate such transfer;
- (d) may monitor and/or record any phone calls you may have with them, for training and/or security purposes;
- (e) in the event that they transfer all or any of their rights and obligations under their agreement with us to a third party, may transfer information about you to enable the third party to enforce their rights or comply with the obligations.
2. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.