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**DRY HIRE AGREEMENT**  
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**EXTREME LOCATIONS RIGGING LTD**

Shed 11  
007 Drive  
Pinewood Film Studios  
Pinewood Road  
Iver Heath  
SL0 0NH

**CONDITIONS OF HIRE**

These Conditions: means the conditions of hire herein contained for the agreed

Period: Hire charges are calculated from the date of collection / delivery to the date of return to the Company. Permission for extending hire arrangements may be agreed upon request.

The company means: **Extreme Locations Rigging Ltd**

The Hirer means: 'you' who have agreed to hire the equipment from the Company.

The Agreement means the agreement whether Verbal/on PO or quote of hire between the Company and the Hirer for the DRY hire of the equipment. The Dry Hire : means the state of hire. A dry hire is where the equipment is hired without a rigger or wireman or any consultancy. The hirer is responsible for transporting, setting up, maintaining, the keeping safe of and use of the equipment within the manufacturer guidelines.

1. The Agreement is subject to these Conditions which supersede all previous communications representations and agreements whether written or oral and no additions or alterations to these Conditions shall be binding on the Company unless agreed to in writing and signed by a duly authorized person acting on behalf of the Company. Any terms and conditions proposed by the Hirer shall only apply if the same have been agreed by or on behalf of the Company in accordance with the provisions of this paragraph and in the case of any conflict between such terms and conditions and these Conditions the latter shall prevail.

2. The Company endeavors to ensure that the Equipment is sound and in good order and condition at the time of delivery or collection by the Hirer but it shall be the responsibility of the Hirer to ensure that the Equipment is fully suitable in all respects (including type and condition Ref: 1) for the purpose for which it is hired. Upon delivery or collection the equipment shall be examined

and checked by the Hirer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment. The Hirer shall use or cause to be used the Equipment in a skillful and proper manner and shall at their own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer will not open the outer case (if any) of the Equipment of any item or part thereof nor interfere in any way with the Equipment or the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects. Unless the same shall be caused by the willful default or willful misconduct of the Technicians any loss of or damage to the Equipment including loss of damage caused by non familiarization or misuse of the same is the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment as the case may be.

The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment. The Company reserves the right where the Equipment is in its absolute discretion of a high technology specification to require that the Hirer uses the services of a Technician at the cost of the Hirer and in such cases only the Technician may use such Equipment.

3. Any order of instruction required to be given to the Company by the Hirer shall be given by him to the Company by a duly authorized agent in writing. If orally, it shall be confirmed in writing within 3 days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer not received by the Company in writing or so confirmed.

The Hirer shall be solely responsible for any statement representation order instruction guidance or advice made or given by the Hirer to any Technician.

4. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Hirer. If delivered to the Hirer the signature of any person purporting to be and any employee of the Hirer shall be sufficient evidence of delivery. The Company shall use its best endeavors to comply with any time schedules but will accept no liability for non-delivery of Equipment or non-arrival of Technicians by a specific time of date or within a specified time from receipt of order. The Company shall not be liable for delays due to unforeseen circumstances or due to causes beyond its control including but not limited to acts of nature, acts of Government labour disputes or delays in transport.

5. Unless otherwise agreed in writing between the Company and the Hirer it shall be the responsibility of the Hirer to return the Equipment to the Company on termination hire. If the Company agrees to collect the Equipment on termination of the hire the Hirer shall remain fully responsible for the safety protection repair and condition (subject to the aforesaid) of the Equipment until it is in the possession of the Company.

6. During the continuance of the Agreement the Hirer shall pay to the

Company by way of rent for the hire of the Equipment and the Technicians of the Company's hire charges shown in the Quote as agreed by the Company and the Hirer. For the avoidance of any doubt the Hirers shall be liable for payment of hire charges as from the time for which the Equipment is ordered (which shall be the commencement of the hire period) until either the time of its return to the Company or if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair and the Company undertakes to replace or repair the same as soon as reasonably possible. A 24 hour period or part constitutes one days hire. The terms of agreement are based on a week hire.

A day or part over a 7 day period constitutes a new week hire.

7. In addition to the charges referred to herein the Company at its sole discretion may require that the Hirer shall pay to the Company charges in respect of insuring the Equipment upon the terms and conditions and subject to the exclusions of the liability contained in the insurance cover which is already in existence against all risks for the full replacement value of the Equipment and given full details thereof to the Company then the Company may waive this requirement.

8. Without the previous consent of the Company, Equipment must not be used on any abnormal or hazardous assignment or taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by any airline recognized by the IATA unless agreed by the company prior to the commencement of hire. The Hirer shall be solely responsible for obtaining all customs clearances Licenses and permits as shall be necessary to take the Equipment out of the UK. If any Equipment taken out of the UK is lost or damaged or breaks down and the Company agrees to replace the same the Company's liability shall only extend to delivery of any replacement at an address within the UK.

9. In addition to the hire charges for the Equipment the Hirer shall pay all delivery charges.

10. The Hirer shall pay VAT at the rate current from time to time on and in addition to all charges due to be paid by the Hirer to the Company and under the terms and conditions of the Agreement.

11. Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order by the Hirer the Company reserves the right to make a cancellation charge as follows: -Less than 48 hours – 75%

12. All hire and other charges are net and unless otherwise agreed between the Company and the Hirer and are agreed to be paid within 30 days of receipt of invoice sent on return delivery by the Hirer to the Company or by collection by the Company.

13. The Equipment remains at all times the property of the Company and the Hirer shall have no right title or interest therein save that of a hirer thereof under these conditions. The Hirer shall not sell or offer for sale assign mortgage pledge under let lend or otherwise deal with the Equipment or any parts or parts thereof or deal with the Hirer's interest under these Conditions which interest is personal to the Hirer and the Hirer will keep the Equipment in his own possession for his own use and will not allow an alien or other encumbrance to be created in respect of the same.

14. The Agreement may be terminated by the Company forth with by written notice given by the Company to the Hirer to that effect on the happening of

any of the following events namely if the Hirers fails to pay any charges here under within seven days of the same having become due (whether demanded or not) or fails to observe or perform any other of these Conditions or if the Hirer commits any act of bankruptcy or being a company goes into liquidation or has a Receiver appointed in respect of the whole or any part of it's undertaking or assets or is subject to a Receiving Order or makes any arrangement or assignment for the benefit of the Hirers creditors or if distress is levied or threatened on any of the Hirers property or if the Hirer abandons the Equipment.

15. The termination of the Agreement and the hire thereby created for any reason whatsoever shall not affect any other right or remedy of the Company against the Hirer and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Hirer any hire charges and other monies due to the Company at any date of such determination and shall not affect the Company's right to recover damages from the Hirer in respect of any breach of these Conditions.

16. Any time or other indulgence granted by the Company to the Hirer shall not affect the rights of the Company under the Agreement.

17. The company shall not in any circumstances be liable to the Hirer or any Third party for any claims in respect of loss or profits special damage or any consequential loss whatsoever or be under any liability to or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Equipment by the Hirer.

18. The Company reserves the right to subcontract all or any part of the Hirer's order and to assign or otherwise deal in anyway whatsoever with the Company's interest in the Equipment and in the Agreement.

19. The Hirer is advised not to use any original materials on in or in connection with the use of the Equipment and the Company cannot accept any responsibility in connection with any loss or damage to or in respect of the same.

20. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the Jurisdiction of the English Courts. If electronically sent – this agreement is deemed as read and accepted by the hirer unless notification is made to Extreme Locations Rigging Ltd within 24 hours of commencement of hire by the Hirer.