

## CVP (Oxford) Ltd. Terms and Conditions

### DEFINITIONS AND LAW

The contract is the document or documents that set out these conditions and all other details about your agreement with us.

CVP (Oxford) Ltd (here after referred to as CVP) mean the supplier of the hired items.

The Hirer means the person, firm, company, corporation, public authority or body to whom CVP supply items on hire.

These Conditions of Contract will apply except where CVP has agreed to any amendments or other conditions in writing.

The Contract will be governed by and interpreted in accordance with English Law

### 2. BASIS OF CHARGING

2.1 Hire charges are for the period stated in this Contract, and any additional periods of hire (subject to Condition 4 of these conditions) will be subject to CVP standard published daily rates.

2.2 If CVP agree to give credit, the Hirer will pay CVP in full within 30 days of the invoice date. If no credit is given by CVP, the Hirer will pay in full on receipt of the hired items.

2.3 The Hirer will pay the charges stated in the Contract. Hire charges will begin at the time stated in the contract and continue for the period of hire until CVP have accepted the return of the hired items. All time is chargeable.

2.4 All charges are payable on demand. If payment is not made when due, CVP will be entitled to interest on the amount that is overdue at four percent above the prevailing base rate of National Westminster Bank Plc. This will be without prejudice to any other rights or remedies CVP may have. The Hirer will also pay any reasonable charges CVP incur in the recovery of debts or hired items not returned.

### 3. DELIVERY, CARRIAGE, INSTALLATION AND OPERATION CHARGES

3.1 Hire charges exclude carriage. The Hire will pay agreed charges for delivering and/or collecting, installing and/or operating Equipment. Carriage charges are only for the time to load or unload at the address or place specified. Extra charges will occur for any further time or attendance including any attempt by CVP to carry out pre-arranged instructions for delivery or collection which is unsuccessful due to omissions or failure to inform us of all relevant particulars.

3.2 In the event of cancellation CVP will be entitled to recover from the Hirer any loss or expense incurred.

3.3 CVP reserve the right to supply equipment to a different specification without prior notice as long as the capabilities of the equipment remain substantially the same.

### 4. MAXIMUM PERIOD AGREEMENT (If not Incorporated)

If you are an individual or partnership, or an unincorporated body to persons, the contract will terminate not later than three months from the period of hire. In such circumstances you must restore the equipment to us before close of business on the day before the end of the three-month period. If you fail to do this we will be entitled to charge you for any financial loss this causes us.

### 5. WHEN THE CONTRACT COMES INTO BEING

The contract comes into being when the Hirer having placed an order giving specific details of requirements, agrees to be bound by these conditions and CVP have accepted the order

### 6. MAINTENANCE OF HIRED ITEMS, BREAKDOWN PROCEDURES AND INCIDENT REPORTING

6.1 The Hirer must ensure the hired items remain safe, serviceable and clean. Breakdown or any unsatisfactory working of equipment must be immediately notified to us. The Hirer must not repair or attempt to repair any items supplied by CVP. The equipment shall be returned for examination except when mutually agreed. The Hirer must notify CVP immediately if any of the hired items are involved in any incident resulting in damage to these items or to other property, or injury to any person.

6.2 If any of the hired items are defective, the Hirer must notify us immediately and if the defect has not been caused by anything the Hirer has done, or failed to do, CVP will (at our action):

6.2.1 Replace as soon as reasonably possible; or

6.2.2 Credit you for the hire charges of the defective equipment.

6.3 If the Hirer request CVP to attend and the equipment is not defective, a call-out charge will be payable.

### 7. RESPONSIBILITY OF THE HIRER

7.1 The Hirer responsibility begins when in receipt of the hired items. These include safekeeping and protection of the hired items against the elements, theft, vandalism and improper use. The Hirer is responsible for the return of the hired items to CVP at the end of the hire period. This responsibility ends only when the hired items are in possession of CVP. The Hirer must not sell or otherwise part with control of the equipment.

7.2 The Hirer will indemnify CVP against any expense, liability, financial loss, claim or proceedings (other than the equipment, which is governed by conditions 8 and 14) arising out of the delivery, use, non-use, repossession, collection or return of the hired items. The indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings of death or personal injury or damage to or loss of property is due our proven negligence.

### 8. INSURANCE AND THE HIRER'S RESPONSIBILITY FOR LOST, STOLEN OR DAMAGED HIRED ITEMS

8.1 If charges include a specific fee for insurance the Hirer must ensure to safeguard the hired items in the following ways:

i) Not left unattended or in an unsecured room

ii) Not left in an unattended vehicle.

CVP will insure against any loss, over and above the amount of the excess, arising from fire, accident, malicious damage or theft by a third party.

8.2 If CVP charges do not include a specific fee for insurance the Hirer must keep the hired items insured for its replacement cost against fire, accident, malicious damage or theft by a third party. The Hirer will pay CVP on demand all monies in settlement to any claim relating to the loss, theft or damage of any hired items. The Hirer must not compromise any claim without the express consent of CVP.

### 9. LOCATION OF HIRED ITEMS

Hired Items must not be removed without the agreement of CVP from any site originally specified by the Hirer or from any site subsequently authorised.

### 10. SAFETY AND INSTRUCTIONS

It is the responsibility of the Hirer to ensure that all person who use the equipment are instructed in its safe and correct use and that they are in possession of all instructions supplied by us. The Hirer must ensure that the Hired items are not misused and adequate supervision is available at all times.

### 11. ELECTRICAL HIRED ITEMS

Where any part to the hired items are electrical it should normally be used with plugs and/or sockets as fitted, but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It is the responsibility of the Hirer to arrange a suitable supply of electricity for use with the equipment. Under no circumstances should electrical equipment be used without it being correctly earthed.

The Hirer is responsible for complying with the statutory requirements of the Electricity at Work Regulations 1989 or subsequent legislation, or any amendments to them during the period of hire.

### 12. HIRED ITEMS SUITABILITY

The Hirer must ensure that the hired items are suitable for the purpose intended.

### 13. RIGHTS OF ACCESS

The Hirer shall authorise CVP to enter any land or premises where it is reasonably believed any hired items to be, at reasonable times, and after reasonable notice in order to make any necessary inspection of it, or to test, repair, service, replace or repossess it.

### 14. REPLACEMENT

14.1 The Hirer will pay us all costs CVP incur in rectifying any hired items returned damaged or unclean. Additionally for any financial loss until such rectification is complete.

14.2 Where hired items are lost, stolen or damaged beyond economic repair, the Hirer will be liable for all financial losses until the replacement cost is paid.

### 15. TERMINATION

CVP will be entitled to if you break this contract; become bankrupt; commence to be wound up; a receiver, administrative receiver or administrator is appointed; enter into any voluntary arrangement; to terminate this contract with immediate effect and to repossess any or all of the equipment. Such termination will not affect our right to recover from the Hirer any money due to us under this Contract.

### 16. LIMITS OF OUR LIABILITY

16.1 All times CVP state or quote for delivery or collections are approximate.

16.2 CVP will not be liable for any delays caused by any circumstances beyond our reasonable control.

16.3 CVP will not be liable for any indirect loss, loss to business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage to the hired items or any part of it.

16.4 If any film, tape, disc, software or other media of the Hirer is damaged or destroyed while using items hired and supplied by CVP, the liability will not exceed the value of the film, tape, disc, software or other media, unless notified in writing in advance of the hire to allow CVP to insure such loss or damage.

### 17. IDENTIFICATION MARKS

The Hirer must not remove, deface or cover up any indication of ownership of hired items.

### 18. RIGHTS RESERVED

Any failure by CVP to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any rights.

### 19. SEPARATE TERM VALIDITY AND HEADINGS

If any term in this contract is held invalid, this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions

## Conditions of Sale

### 1. DEFINITIONS AND LAW

The Contract is the document or documents that set out these Conditions and all other details about your agreement with CV Productions.

CV Productions (here after referred to as CVP) means the seller of the Goods.

The Buyer means the buyer of the Goods.

The 'Goods' means all goods to be sold to the Buyer by CVP.

The Buyer means the person, firm, company, corporation or public authority to whom the Goods are delivered.

These conditions exclude any terms and conditions except where CVP have agreed to any amendments or other conditions in writing.

The Contract will be governed by and interpreted in accordance with English Law.

### 2. WHEN THE CONTRACT COMES INTO BEING

The contract comes into being when the Hirer having placed an order giving details of requirements, agrees to be bound by these conditions and CVP have accepted to supply the order.

### 3. PAYMENT

Where CVP have granted monthly account facilities to the Buyer, all invoices must be paid 30 days after date of issue. Where no such facilities have been granted, payment will be with the order, or where previously agreed, on delivery. If payment is not paid when due, CVP will be entitled to interest on the amount which is overdue at four percent above the prevailing base rate of National Westminster Bank Plc.

### 4. RECEIPT

The Buyer or appointed representative shall receive the goods when delivered and should check them for quantity and condition in the presence of the carrier. If there is a shortage, or if any goods are in an unsatisfactory condition, the Buyer or appointed representative must so endorse the carriers delivery document and must give separate written notice to CVP within three days of delivery. If this Condition is not observed, no claim in respect to shortage or of unsatisfactory condition of the Goods can be accepted.

### 5. RISK AND TITLE TO GOODS

5.1 The risk in the goods will pass to the Buyer immediately on delivery of the goods.

5.2 The title ownership of the goods shall remain with CVP until the Buyer has paid in full for all goods supplied. Until such payment has been made in full the Buyer shall hold the goods on CVP behalf and is under obligation to return them on demand.

5.3 The Buyer or appointed representative shall permit CVP to enter any land or premises to recover goods where title ownership remains with CVP and payment has not been made in full.

### 6. LIMITS OF LIABILITY

6.1 All times that CVP state or quote for delivery or collections are approximate.

6.2 CVP will not be liable for any delays caused by any circumstances beyond our reasonable control.

6.3 CVP will not be liable for any indirect loss, loss to business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage to the goods or any part of them.

### 7. RIGHTS RESERVED

Any failure by us to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights.

### 8. SEPARATE TERM VALIDITY AND HEADINGS

If any term in this contract is held invalid, this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions