

**Ambanja Pictures Ltd T/A Ambanja Films**  
**Unit 3, Castle End Business Park**  
**RG10 9XQ**

### **Terms and Conditions of Business**

**A.** In these Conditions Ambanja Pictures Ltd T/A Ambanja Films is referred to as the Company and the company, person or firm dealing with the Company is referred to as the Customer.

**B.** The Customer acknowledges and agrees by placing orders with The Company that:

- (i) This is a business transaction into which both parties are freely entering.
- (ii) There are clauses contained in these Conditions which exclude limit or modify the liability of the Company its directors' servants and agents and provide a right to indemnity from the Customer in certain circumstances.

1. The Company enters into all agreements with the Customer solely on the terms of these Conditions and no representation or warranty collateral or otherwise shall bind the Company and no statement made by any representative by or on, behalf of the Company shall vary these conditions unless such representation warranty or statement shall be made in writing and signed by a director of the Company and shall be stated to be made specifically in pursuance of this clause 1 of these Conditions. The Company shall not be bound by any Conditions of business of the Customer unless such conditions are expressly accepted by the Company by a statement made in writing signed by a director and stated to be made specifically in pursuance of this clause 1 as aforesaid. Where there is any variance between the Customers conditions and these Conditions, these Conditions shall prevail.

2. In so far as any exclusion limitation or modification of liability or indemnity hereinafter appears, the Company contracts on behalf of itself its directors' servants and agents and the same shall inure to the benefit not only of the Company but also for its directors, servants and agents.

3. All quotations are made by the Company without obligation.

### **4. Bookings/Orders**

(a) The Company reserves the right to refuse the acceptance of any order without assigning any reason for such refusal.

(b) Orders may be placed verbally or in writing and thereupon such orders become binding provided that all cancellations will only be effective if given in writing by the customer.

### **5. Period of Hire**

(a) The hire charge for equipment commences from whichever is the earlier of the time the equipment is made available to the Customer or leaves the Company's premises and is terminated at the end of the agreed hire period or when the equipment is returned there whichever is the later.

(b) The hire period will be deemed to continue until such times as any damaged equipment is repaired, or any equipment that is lost, stolen, or damaged beyond repair is replaced; provided that the amount of any additional hire charge payable as a direct result of theft, accidental loss or damage to equipment shall not exceed 13 weeks rental.

(c) Where equipment is delivered or collected by the Company such delivery or collection is at the Customers risk and expense and the Customer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves the Company's premises until it is returned to the Company's premises whether or not the equipment is being delivered or collected by the Company or is in the custody of the Company its directors servants or agents.

### **6. Payment**

(a) Except where otherwise agreed in writing all invoices are for immediate cash settlement without deduction.

(b) Sums not paid when due shall without prejudice to any other rights of the Company carry interest from the due date of payment at the rate of 2% per month or part thereof

(c) In the case of default by the customer in paying any sums due, the Company reserves the right to either withhold any equipment or facilities which are the subject of any contract with the customer and/or cancel any subsequent contract with the customer, without prior notice.

(d) The Company shall be entitled to determine the contract without notice in the event of the bankruptcy insolvency or liquidation of the customer (as the case may be) at any time during the contract

(e) The Company reserves the right to make a charge in respect of any costs or expenses incurred by the Company on account of the customer for any contracts which are subsequently cancelled.

## **7. The Company's & Customers Liabilities**

Where in these Conditions the liability of the Company in respect of any loss or damage is excluded or modified in any way, the Company does not intend or seek to purport thereby to exclude restrict or modify its liability for the death or personal injury to any person resulting from negligence as defined in section 1 of the Unfair Contract Terms Act 1977 and these conditions shall have effect. Accordingly, nothing in these Conditions is intended to exclude restrict or modify liability on the part of the Company for any breach of the obligations arising from section 12 of the Sale of Goods Act 1893 or section 8 of the Supply of Goods Implied Terms Act 1973 and these conditions shall have effect accordingly.

(a) Whilst the company shall make every effort to assist the customer with technical know how and experience and shall provide general advice and service the Company shall not guarantee that the customer will achieve his intended result by the use of hired equipment and other facilities.

(b) Notwithstanding the terms of any condition contained warranties or representations, whether express or implied and whether statutory or otherwise, the Company shall not be liable in any way for loss, damage, loss of profits or of contracts or of any other consequential loss of any kind suffered by the customer or any third party or any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries there to or any delay in any equipment or ancillaries being available or any failure error or mistake by technicians or other staff of any failure error or mistake by any technicians or other staff of any nature provided by the Company.

(c) The Company shall not be liable for any delay or other breach resulting from wars strikes lock-out restrictions non -availability of goods materials or labour or owing to any other cause whatever beyond its control.

(d) Time is not of the essence of any contract with the Customer and the Company shall not be liable for any delays in the supply of equipment materials and services by it, or any losses whatsoever due to any such delays howsoever caused.

(e) All equipment and materials entrusted to the Company and all equipment and materials and services supplied by the Company are entirely at the Customers risk. The Company shall not in any circumstances be liable for loss or damage of any kind, howsoever caused, even where such loss or damage shall have been caused or contributed to by the negligence of the Company except if it is proved to the satisfaction of the Company that magnetic tape supplied by the Company to the Customer or entrusted to the Company by the Customer has been damaged or lost due to the fault of the Company its directors, servants or agents, the Company undertakes to replace such magnetic tape by a similar length or unused tape of similar quality without additional charge. The Company shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.

(f) The Customer shall be required to insure its materials and its work and operations against any loss, damage or liability caused by or arising out of or in connection with equipment materials or services supplied by the Company or any contract with the Company, the Customer shall inform insurers of these Conditions and shall ensure that its policy is endorsed to the effect that there shall be no recourse against the Company.

(g) The customer shall at all times keep the Company, its directors, employees servants, agents and licensees fully indemnified against all actions, proceedings, expenses, costs, charges, claims and demands whatsoever which may be made or brought against the Company its employees, servants, agents or licensees by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with equipment or services provided by the Company or for breach of copyright or any other proprietary or other rights of third parties generally resulting from compliance with the customers instructions, even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of the Company its directors servants or agents.

(h) The Customer shall further compensate the Company for any loss which the Company may suffer as a result of variation of any order for the supply of equipment materials or services or failure to return any hired equipment to the Company's premises at the termination of the agreed hire period in good condition fair wear and tear expected or for any breach by the Customer of these Conditions.

## **8. The Customers Insurance**

Without specific written agreement to the contrary prior to the commencement of the hire period, the customer shall affect its own insurance on the equipment. The customer shall ensure that the company's interest is noted by insurers and shall notify the company accordingly and give such other details of the policy or policies as the company may require. The customers policy shall be in terms no less favourable than those provided by the company (full details of which will be supplied on request) and in any event shall provide cover for all loss or damage whatsoever to the equipment including, but not limited to, the full replacement value of the equipment the full cost of repairing any damage and the continuing hire charges detailed in clause 5(b) above. Particulars of replacement values, repair costs and daily rates for continuing hire will be supplied by the company on request as appropriate.

## **9. The Company's Insurance**

Where in exceptional circumstances the Company is prepared to effect insurance on the customers behalf, the Customer must be in receipt of written confirmation from the Company prior to the commencement of hire validating this agreement. In the absence of such written confirmation, the Customer shall not assume that the Company is providing insurance on the Customers behalf and shall be fully liable for all and any loss or damage whatsoever to the equipment including but not limited to, the full replacement value of the equipment the full cost of repairing any damage and the continuing hire charges detailed in clause 5(b) above. It must be noted that the Customer is required to pay the first £500 of any loss and that while the cover which the Company can effect represents the maximum cover available on a general basis under present conditions, the Customer will nevertheless remain liable for additional hire charges and for all risks of loss or damage (including for example war risks) without limitation in accordance with these Conditions.

A charge will be made by the Company to the Customer in respect of such insurance. The Customer undertakes to make full disclosure of all material circumstances affecting such insurance (for example overseas or hazardous or abnormal use or use which may expose equipment to the elements of use involving non-scheduled aviation) and undertakes not to do or omit to do anything which would have the effect of invalidating such insurance. Any such disclosure must be made or confirmed by letter sent to the Company by recorded delivery to reach it in sufficient time for underwriters to be consulted. Consequential loss of any nature is specifically excluded, and equipment is not insured in unattended vehicles. Full details of the cover provided with terms, exceptions and conditions of the policy shall be made available by the Company at the Customers request.

## **10. Failure to return goods/Damaged goods**

The Customer shall pay to the Company the full replacement value of hired equipment not returned or the full cost of repairing any damage together with any additional hire charge calculated in accordance with Clause 5 of these Conditions due to loss or damage. Where in accordance with the provisions of Clause 9 of these Conditions, the Company undertakes to effect insurance in respect of equipment supplied, the Customers liability under this Clause will be reduced by the amount recoverable under such insurance.

## **11. Late Returns**

Equipment returned late will be charged at the single agreed daily rate for each 24 hours or part thereof, irrespective of any reduction or discount that may have been negotiated on the original booking. Any equipment that is not returned within 3 days of the agreed date will be considered theft and the Company has the right to take legal action and inform the police, unless a prior arrangement has been made.

## **12. Cancellation/Curtailment**

If notice of cancellation or curtailment of a confirmed booking is received by the Company the booking will be charged at full rate, 100%.

### **13. Use of Equipment**

Without the previous consent of the Company hired equipment must not be used on any abnormal or hazardous assignment nor taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by an airline recognised by IATA. Customers must keep hired equipment in their custody and must ensure that it is used in a skilful manner by persons having the appropriate qualifications and experience and who are familiar with the type of equipment. Customers must protect hired equipment from the elements and take all reasonable precautions for its safety. Under no circumstances may Customers alter, add to, modify adapt or misuse equipment hired to them by the Company or affix to install thereon or insert therein any accessory equipment or device incompatible with its proper use.

### **14. Condition of Goods**

(a) All equipment and materials supplied by the Company shall be examined and checked and subjected to appropriate tests by the Customer before being taken into use and if found to be defective or deficient will be replaced or defects and deficiencies remedied by the Company without additional charge, but in no circumstances shall the Company be liable for transportation charges or for any loss or damage of whatever kind howsoever caused arising out of or in connection with the use or the inability to use equipment and materials supplied or agreed to be supplied.

(b) The Company shall at its own expense at all times during the hire period make any repair or supply such replacement of equipment as may be necessitated by ordinary wear and tear provided that the Customer returns any equipment needing attention to the Company's premises, carriage insurance and handling charges including charges for the return journey of repaired or replacement equipment to be paid by the Customer. The Company will suspend the payment of hire charge during the period in which the equipment is out of service or until it is replaced as the case may be, but the Company shall in no circumstances be liable to the Customer for any loss or damage or expense incurred or sustained in connection with or resulting from the return or repair or replacement of such equipment

**15. Company Vehicles** No person other than a person authorised by the Company may in any circumstances drive any vehicles supplied by the Company. Where such vehicles are used by or on behalf of the Customer in circumstances not covered by the Company's insurances, the Customer undertakes to effect the appropriate insurance.

### **16. Title**

(a) All equipment on hire shall at all times remain the absolute property of the Company and no proprietary or other interest in the said equipment shall vest in or pass to the customer who shall for all purposes be deemed the Bailee of the said equipment

(b) Customers must not sell loan assign pledge encumber part with possession or suffer any lien to be created over hired equipment and the Company may terminate any hiring forthwith and without notice in the event of a Customer making any attempt to do so or doing any act or omitting to do any act which in the opinion of the Company jeopardises the Company's rights in the equipment or becoming the subject of any bankruptcy or liquidation proceedings or becoming insolvent or allowing any judgement or well founded claim to remain unsatisfied or failing to pay any hire charge or other sum due to the Company or failing to comply with these Conditions.

(c) The Customer agrees that a representative of the Company may enter upon any premises upon which hired equipment may be kept or reasonably believed to be kept for the purpose of its recovery-at the termination of any hiring period, and where such equipment is on premises not occupied or under the control of the Customer, the Customer undertakes to secure for the Company permission to enter for such purposes and the Customer shall compensate the Company for any costs incurred in repossessing hired equipment

### **17. Customers Property**

The Company shall have a general lien upon all materials now or at any time in its possession belonging to the Customer for any sum for the time being due to the Company.

## **18. General**

No acceptance of the return or repossession of the equipment nor the granting of any indulgence by the Company shall constitute a waiver by the Company of any of its rights under these Conditions.

**19.** Any advice, instruction, guidance, representation or statement in connection with or in relation to the nature and use and application of any equipment materials or services supplied by the Company given or made by any director or any servant or agent of the Company or by any technician whose services are supplied to the Customer is given or made only on the condition that the Company shall in no circumstances be liable therefore or for loss or damage of any kind resulting therefrom howsoever caused. No recommendation or nomination by the Company of any person whose services the Customer engages shall in any circumstances render the Company its directors' servants or agents liable for any loss or damage of any kind resulting therefrom or connected therewith however caused.

**20.** These Conditions shall be governed by and interpreted according to English Law.

**Ambanja Pictures Ltd t/a Ambanja Films**  
**VAT No: 117725220**