

## GENERAL TERMS AND CONDITIONS

### INTERPRETATION

The following headings are for convenience and shall not effect interpretation.

- 1 'The Company' or 'Joy's' shall hereinafter mean Joy's Production Services or Joy's Technical Services Limited.
- 2 'Hirer' shall hereinafter mean the other party, be it a company, firm or person, corporation or public authority, availing itself of the Company's hire services, and whose representative's name and signature shall be on the Hire Agreement.
- 3 'Client' shall hereinafter mean the other party, be it a company, firm or person, corporation or public authority, availing itself of the Company's Services in general, whose representative's name and signature shall be on any correspondence from said party.
- 4 'Hire Agreement' shall hereinafter mean the written agreement between the Company and the Hirer for the provision of equipment on hire, or supply of services, or sale of equipment.
- 5 'Equipment' shall hereinafter mean all equipment and each item and part thereof used by the Company in the provision of hire services to the Hirer, or sale of equipment.
- 6 'Services' shall hereinafter mean any Services provided by Joys for the benefit of a Client or Hirer, and may be taken to include hire services.

### ORDERS AND PROVISION OF SERVICES

- 7 A Hire Agreement. An agreement to supply services or an order shall only be said to be in force once Joy's is in possession of written confirmation of Hire /Services / order, either by fax or post and, if required by an officer of the Company, payment of 50% of total expected value, from the Hirer / Client. Any changes and amendments to any agreement shall only be deemed to have been made if supported by written confirmations received by the Company. Any confirmation of supply of services by Joy's will be in the form of either a letter / fax / email of acknowledgement or invoice for payment as per clauses 25 to 28 herein.

- 8 Cancellation of hire or other Services within the following time periods will incur cancellation charges, (expressed as a percentage of total expected invoice value) as detailed below:

Cancellation Notice	Percentage Charge
6 weeks or less	50%
4 weeks or less	80%
2 weeks or less	100%

- 9 The Hirer acknowledges that it does not rely on any advice or recommendations made by Joy's or on behalf of the Company concerning services or Equipment, their quality, performance, fitness for purpose, functionality or use unless confirmed by Joy's in writing.
- 10 Equipment and services to be provided by Joys shall be as described or referred to in the Company's quotation, order acknowledgement or correspondence and the Hirer shall be responsible for ensuring the accuracy and adequacy thereof. However, services are subject to change without notice to comply with safety or statute.

## EQUIPMENT

- 11 All equipment, including spare components, bulbs, leads and any other consumables or accessories remain the property of the company at all times. The Hirer shall not re-hire (except by prior consent of an officer of the Company), sell, mortgage, charge, pledge, create any lien over or part with any Equipment. In addition, any markings or plates affixed by the company shall not be obliterated, defaced or covered up.
- 12 All Equipment hired from the Company must be listed on a Hire Agreement which must be signed by the Hirer.
- 13 All Equipment, including spare components, bulbs, leads and any other accessories, must not be used for any purpose other than for which they are intended for, nor at any location other than that stated on the Hire Agreement. In addition, no panel of Equipment casing may be opened or removed without the express consent of an officer of Joy's.
- 14 Equipment hired out is to be transported directly between Joy's and the Hirer and at a specified carriage charge unless otherwise confirmed by Joy's in writing.
- 15 All equipment hired is to be used only at the Premises / Venue detailed in the Hire Agreement unless confirmed by Joy's in writing.
- 16 The Company reserves the right to inspect hired Equipment at any time during the hire period and subsequent overdue periods and therefore the Hirer shall grant the Company right of entry upon any premises where the Equipment may be, in order to carry out such examination or repossession, repair or service to said Equipment.
- 17 The Company reserves the right to refuse to supply any Equipment to any Hirer for whatever reason.

## DAMAGE

- 18 Joy's will accept no liability whatsoever for personal injury or damage to any property howsoever caused. Therefore, it is the Hirer's responsibility to obtain all necessary insurances to cover loss, damage, fire, theft, and liability for third party.
- 19 The Hirer assumes complete responsibility for any equipment hired to them and will indemnify the company against any damage to, or loss of Equipment, or failure of any components thereto (including bulbs, fuses, etc.) howsoever caused and will reimburse the Company for the full replacement values in line with clause 22 herein.
- 20 Should loss, damage, or failure of components, integral or otherwise, be caused for whatever reason (except under normal working conditions) the Hirer shall be liable for the following charges:-
- i) 100% of repair or replacement charges, plus any labour or freight charges thus incurred.
  - ii) 100% compensation for loss, variation or cancellation of any subsequent Hire Agreement, contract or supply of services between the company and any third party which is as a result of the loss, damage or failure in question.

## RETURN OF EQUIPMENT FOLLOWING HIRE

- 21 The hire period is as agreed by both the Company and the Hirer on signing the Hire Agreement and is stated thereon.
- 22 All equipment on hire must be returned on the due date and time. If this is not the case the hirer will be liable for the following charges:-
- i) The daily hire charge, as specified in the current price list, for each twenty-four hour period overdue.
  - ii) 100% compensation for any loss, variation, or cancellation of any Hire Agreement, supply of services or sale of equipment between the company and any third party which is as a result of the late return of equipment in question.

## PAYMENT

- 23 The Hirer is responsible for the payment of all charges.
- 24 The Hirer must provide the company with proof of identification before a Hire Agreement will be entered into.
- 25 A deposit may be required, if so this will be payable to the Company at the beginning of any said hire period and will be repaid to the Hirer on the safe return of said Equipment on the proviso that none of the clauses herein are violated.

- 26 Payment for any Hire Agreement is due upon commencement of said Hire Agreement, unless an account has been approved and opened, in which case shall be received by the Company no more than 14 (fourteen) days following date of invoice, reminders may not necessarily be sent. Joy's reserve the right to charge interest at 5% per month on any overdue accounts.

#### LIABILITY

- 27 Joy's cannot be held responsible for equipment breakdown or software malfunction. Joys accept no responsibility, or client's costs incurred following such an event.
- 28 Joy's shall undertake every reasonable endeavour to provide Equipment on hire or any other services in all material respects in accordance with the terms and conditions herein (but subject thereto in such manner as Joy's sees fit) exercising all reasonable care and skill.
- 29 Joy's shall not be held liable in the event that the company is unable to fulfil its obligations due to unavoidable circumstances, such as strike, foul weather, transport cancellations or delays, explosion, riot or civil commotion, malicious damage, theft, flood or burst pipes, aircraft impact, impact by road vehicles (Joy's or otherwise) or with buildings (Joy's or otherwise).

#### GENERAL

- 30 If the Hirer is more than one person, their obligation is joint and several.
- 31 Insolvency of Hirer: If the Hirer makes any voluntary arrangement with its creditors or has a petition for an administration order presented or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or if an encumber takes possession or a receiver is appointed of any property or assets of Hirer, or Hirer ceases or threatens to cease to carry on business; or Joys reasonably apprehends that any of the aforesaid is about to occur in relation to Hirer, then (without prejudice to any other right or remedy) Joy's may by notice cancel or suspend provision of services without any liability to Hirer, and if any services have been provided but are unpaid the price shall become immediately due and payable.
- 32 Any correspondence, notice or invoice shall be sent to the address as stated on the Hire Agreement, failing that to the principal place of business of the party concerned.
- 33 All designs, concepts, sketches, models, blueprints, photographs and videotapes prepared and supplied by Joy's or its officers remain the property of the Company who retain the sole copyright on such items, and their contents may not be disclosed to a third party or used or re-used in any way without the express consent of an officer of Joy's, and subsequently in some cases, further payment.
- 34 If any provision herein or hereof is invalid or unenforceable in any respect, validity and enforceability of remaining provisions shall be unaffected.
- 35 Any failure by the Company to enforce any or all of these clauses herein shall not be construed as a waiver of any breach of the Company's rights hereunder.
- 35 English law and Joy's govern the Hire Agreement and the Hirer shall submit to the jurisdiction of the English Courts.