



Terms and conditions

1. DEFINITIONS

1.1. In these Conditions:

1.1.1. "Contract" means a contract for the hire of Equipment concluded by the acceptance by Metis Productions of an order pursuant to Condition 2.

1.1.2. "Equipment" means the equipment described or any individual item thereof.

1.1.3. "Hire Charge" means the weekly charge payable by the Hirer to Metis Productions for the hire of Equipment.

1.1.4. "Hire Period" means a period starting on the date that Equipment is dispatched to or collected by the Hirer and ending on the date on which the Equipment is returned to Metis Productions.

1.1.5. "Hirer" means the hirer of Equipment from Metis Production.

1.1.6. "Metis Productions" means Metis Productions Ltd or any subsidiary company.

1.1.7. "The Site" means the premises or site specified by the Hirer where the Equipment is to be used.

1.2. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

2. GENERAL

2.1. These Terms and Conditions shall apply to all contracts for the hire of the Equipment by Metis Productions to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by Metis Productions in writing.

2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Metis Productions.

2.3. By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

2.4. Any advice or recommendations given by Metis Productions or its employees or agents to the Hirer or its employees or agents as to the storage, application, installation or use of the Equipment which is not confirmed in writing by Metis Productions is followed or acted upon entirely at the Hirer's own risk and, accordingly, Metis Productions shall not be liable for any such advice or recommendations which are not so confirmed or the actions of any third party in the storage, application, installation or use of the Equipment unless the Hirer has separately contracted for such services with Metis Productions directly.

3. ORDERS

Metis Productions shall only accept an order for hire of Equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the Hirer's order by an authorised employee of Metis Productions shall constitute the Contract, which shall be subject to these Conditions. Any terms or conditions in the Hirer's order or other documentation of whatsoever kind which are inconsistent with these Conditions, shall have no effect.

4. HIRE OF EQUIPMENT

4.1. Metis Productions hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.

4.2. Metis Productions reserves the right to supply equipment of a similar design to the Equipment.

4.3. All descriptions and specifications, drawings and particulars of weights and dimensions issued by Metis Productions are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, Metis Productions reserves the right to change specifications without notice.

5. HIRE CHARGE

5.1. The Hirer shall pay to Metis Productions either in advance or on a weekly basis a sum calculated by multiplying the appropriate Hire Charge for the Equipment by the Hire Period for such items of Equipment. All hire charges are strictly net and are due and payable on invoice submitted within 14 days. Charges run from day of dispatch until day of return and are based on a period of one week or part thereof irrespective of whether the goods are in use or not. A period of two days grace is normally given on collection and deliveries (i.e. collection Friday: return Monday).

5.2. The Hirer shall pay to Metis Productions any packing and delivery charges where appropriate.

5.3. All sums due from the Hirer to Metis Productions hereunder shall be increased to include VAT at the current rate.

5.4. The Hirer shall pay Metis Productions invoices hereunder within 14 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.

5.5. Metis Productions reserves the right to charge the Hirer interest at the rate of 3% per annum above the mean base rate for the time being of the London Clearing Banks on all invoices which are not paid in accordance with Condition 5.4, such interest being calculated from a date 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof.

6. DELIVERY & COLLECTION

6.1. Any dates and times quoted for delivery of the Equipment are approximate only and Metis Productions shall not be liable for any delay in delivery of the Equipment howsoever caused.

6.2. Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to Metis Productions and for all costs incurred in connection therewith, and any driver or operator supplied by Metis Productions shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

6.3. The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged, or that some of the Equipment has been lost, the Hirer shall notify Metis Productions and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to Metis Productions on demand. If the Hirer fails to notify Metis Productions and the carrier in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to Metis Productions the full cost of repair or replacement of the Equipment or full hire rate until returned.

6.4. Metis Productions reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.

7. USE OF EQUIPMENT

7.1. The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

7.2. The Hirer shall at its expense keep the Equipment in good repair, condition and working order, fair wear and tear excepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular basis and certainly every week.

7.2.1. Inspect, test and clean the Equipment.

7.2.2. Check and maintain wiring to and fixing and rigging of the equipment.

7.3. The Hirer shall not without the prior written consent of Metis Productions make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.

7.4. The Hirer shall return all faulty lamps to Metis Production. The replacement cost of the lamps will be charged to the Hirer if they are not returned.

8. BREAKDOWN AND REPAIRS

8.1. Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the Hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.

8.2. Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by Metis Productions arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.

9. OWNERSHIP

The Equipment shall at all times remain the property of Metis Productions and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of Metis Productions in respect of the Equipment are or may be prejudicially affected.

10. LOSS, DAMAGE AND INSURANCE

10.1. In the event of any loss or damage to the Equipment the Hirer shall pay for its replacement, or the cost of restoring it to good working order, or allow Metis Productions or its agent to carry out such work at the Hirer's expense.

11. HIRER'S INDEMNITIES

11.1. The Hirer shall be solely responsible for and hold Metis Productions fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Metis Productions as a result of any accident involving the Equipment.

11.2. The Hirer shall be solely responsible for and hold Metis Productions fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by Metis Productions as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any Contract.

12. LIMITATIONS OF LIABILITY

12.1. Metis Productions liability for direct physical damage to tangible property of the Hirer caused by the negligence of Metis Production, its employees, agents or sub-contractors, or by breach of any Contract, shall not exceed £500,000 subject to the exclusions set out in Condition 12.2.

12.2. Metis Productions shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of Metis Production:

12.2.1. loss of profits, business, revenue, goodwill or anticipated savings whether sustained by The Hirer or any other person; or

12.2.2. special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person; or

12.2.3. any loss arising from any claim made against Metis Productions by any other person.

13. TERMINATION

13.1. Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to Metis Production.

13.2. If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of Metis Productions over the Equipment may be prejudiced or put in jeopardy, Metis Productions shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for Metis Productions to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of Metis Productions to recover from the Hirer any monies due to Metis Productions under this agreement or damages for breach thereof.

13.3. Metis Productions shall have the right to terminate a Contract forthwith by giving notice in writing if the Hirer;

13.3.1. fails to make payment of any sum in accordance with Condition 5; or

13.3.2. shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same; or

13.3.3. shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be subject of any proposal under Part 1 of the Insolvency Act 1996 for a composition in satisfaction of its debts.

14. CONSEQUENCES OF TERMINATION

14.1. Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

14.2. On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with Metis Productions consent and shall unless otherwise agreed with Metis Productions forthwith return the Equipment to Metis Productions in good working order.

15. FORCE MAJEURE

Although Metis Productions shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

16. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

17. GENERAL

17.1. No neglect, delay or indulgence by Metis Productions in enforcing a Contract shall prejudice the rights of Metis Productions or be construed as a waiver.

17.2. The Hirer hereby waives all and any future claims and rights of set off against any sums due to Metis Productions hereunder regardless of any equity, set off or counter-claim on the part of the Hirer against Metis Production.

17.3. Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery (if in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

17.4. The Hirer shall not assign or otherwise transfer all or any part of a Contract.

17.5. The formation, construction and performance of all Contracts shall be governed in all respect by English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.