

FRYFILM TERMS & CONDITIONS

1. NOMENCLATURE

In this Agreement the expression "FryFilm" means John E Fry trading as FryFilm Productions. The "Hirer" means the person, firm, company or organisation with whom FryFilm contracts, the expression the "Equipment" means the goods and services described and the Conditions means the terms and conditions of hire detailed below.

2. GENERAL

2.01 This Agreement contains all the terms agreed between the Parties except such variation in writing as shall be agreed and signed by John E. Fry and by or on behalf of the Hirer. If any of the Conditions are inapplicable this shall not affect the validity of the remaining Conditions.

2.02 The invalidity of any of the Conditions or any part of any Condition shall not affect the validity of the remainder.

2.03 Any forbearance or indulgence on the part of FryFilm, its servants or agents to enforce fully or at all any of the conditions shall not constitute a waiver of FryFilm's rights and shall be entirely without prejudice to those rights.

2.04 The hirer may not assign, transfer charge, let or sublet or otherwise deal with its rights and obligations under this agreement.

2.05 This agreement shall be governed by and construed in accordance with the Laws of England and FryFilm and the hirer here by submit to the jurisdiction of the English courts.

3. CREDIT AND PAYMENT

3.01 The hirer/production company shall pay to FryFilm the fees for hire/services on demand.

3.02 Unless otherwise agreed in writing any grant of credit facilities is made on condition that payment in full without retention or set-off, is made within 14 days of the date of the invoice and FryFilm reserves the right to withdraw credit facilities forthwith if this Condition is not observed.

3.03 If payment is not made on the due date the Hirer shall pay interest on the overdue amount at the rate of 5% per month accruing daily. FryFilm holds all rights to all programming which either the equipment or the crew has worked on, until full payment has been made.

4. TITLE

4.01 Title in the equipment shall not pass to the Hirer and the Hirer shall have no right or interest in the equipment otherwise than as a Hirer and the Hirer shall not do or permit to be done any act or thing which might prejudice or interfere with FryFilm's rights of ownership or any other interest or rights in the equipment.

4.02 The Hirer shall keep the Equipment free from any distress execution or other legal process and shall not let, lend, sell, assign, transfer, charge, encumber, dispose of or, otherwise deal with or, part with possession or control of the Equipment.

4.03 The Hirer shall notify FryFilm of any change in the Hirer's address and at FryFilm's request shall promptly inform FryFilm of the whereabouts of the Equipment and provide the Company with all the information necessary to enable it to locate the Equipment.

4.04 The Hirer shall permit and authorise FryFilm and any person authorised by FryFilm to enter upon the premises at which the Equipment is for the time being placed or kept at all time for the purpose of inspecting and examining the condition of the Equipment and for any other purpose authorised hereunder.

5. MAINTENANCE AND INSURANCE

5.01 The Hirer shall keep the Equipment in good repair and condition.

5.02 The Hirer shall be liable for any loss theft destruction or damage to the Equipment or any part thereof of how so ever caused

5.03 Without prejudice to its liability under Clause 5.04 unless otherwise informed the Hirer shall forthwith insure the Equipment and keep the same insured for the full replacement value of the Equipment like for like new for old with such persons and under a form of policy covering all risks normally insured against by a prudent business person and which shall in particular cover loss by fire, flood, theft and accidental damage. The Hirer hereby irrevocably appoints FryFilm as its agent for the purpose of negotiating with the insurers and receiving all monies which may become payable under any policy or policies covering the equipment. The Hirer shall promptly pay all premiums payable under the said policy and produce the receipts for such payment to FryFilm on demand and do everything necessary to maintain the said policy in full force and effect and not to do anything whereby the said Policy will, or may be vitiated.

5.04 If the Equipment or any part thereof deteriorates or is lost stolen destroyed or damaged the Hirer shall immediately notify FryFilm thereof by telephone and thereafter shall promptly confirm the same in writing and at FryFilm's request shall provide full particulars of the circumstances in which the Equipment deteriorated or was lost stolen destroyed or damaged.

5.05 The loss theft deterioration or destruction of or damage to the Equipment shall not affect the continuance of this Agreement or the Hirer's liability for payment of the Hire rent.

6. WARRANTIES

6.01 It is hereby acknowledged and agreed by the Hirer that no warranty or stipulation of any kind has been made by FryFilm or on its behalf in respect of the Equipment.

6.02 The Hirer has inspected and tested the equipment prior to the signing hereof and has made all other relevant enquiries concerning the same and the Hirer has satisfied himself as to the condition quality description and all aspects of the equipment.

6.03 All warranties conditions and stipulations expressed or implied statutory or otherwise relating to the condition of the equipment or its merchantable quality or suitability or fitness for the particular or any purpose for which it is or may be required or that the equipment's compliance with any description or sample are hereby excluded and the Hirer hereby accepts such exclusions as being reasonable.

7. DELIVERY

7.01 Any stated delivery date is an estimate only.

7.02 The Company shall not be liable for any expense loss or damage suffered howsoever arising whether directly or indirectly out of any failure to meet any delivery date.



8. OPERATION OF THE EQUIPMENT

8.01 The Hirer shall ensure that the Equipment is operated at all times in a skilful and proper manner and used for the purpose or purposes for which it was intended by persons who are competent to operate the same and shall not permit any additions or alterations to the Equipment other than adjustments to directly accessible controls intended to be adjusted during normal use of the Equipment.

8.02 The Hirer shall keep the Equipment at all times in the possession of and under the control of the Hirer.

8.03 The Hirer shall keep the Equipment and all parts thereof in the same order and condition as at the commencement of the hire period (fair wear and tear only excepted) and shall not repair attempt to repair or have repaired the Equipment in the event of any breakdown or malfunction but shall notify FryFilm forthwith of such breakdown or malfunction and shall promptly conform the same in writing.

9. LIMITATION OF LIABILITY

9.01 FryFilm shall be liable for loss injury and damage which directly arises from lid to the extent that it is caused

(a) by any defect in or malfunctioning of the Equipment and (b) by FryFilm's negligence but otherwise FryFilm shall not be liable for any costs claims loss damage or injury to persons of whatsoever nature and howsoever caused

(b) FryFilm shall not be liable for any delay in or failure to perform any of its obligations here if the delay or failure is caused by circumstances outside the reasonable control of the Company. Should any piece of equipment fail on location FryFilm should be notified as soon as possible. Should it be feasible to replace the faulty unit FryFilm will dispatch a replacement unit by the quickest means available. Should a technical failure of equipment supplied by FryFilm occur, causing the shorting or abandonment of the shoot, FryFilm will not accept liability for any reshoot. Insurance for such an eventuality is the responsibility of the client.

9.02 Without prejudice to Clause 9.01 FryFilm shall not in any event be liable for consequential or indirect loss or damage howsoever arising.

9.03 The Hirer shall fully indemnify FryFilm against all claims and demands made upon FryFilm by reason of any such loss injury or damage for which FryFilm is not liable hereunder

9.04 FryFilm shall not be liable for any loss of any description whatsoever suffered by the Hirer as a result of the Equipment or a part thereof being unserviceable or out of order or unusable or functioning at less than its optimum level of performance.

10. TERMINATION

10.01 FryFilm may forthwith by written notice to the hirer terminate the hire period of this agreement without prejudice to its other rights and remedies contained herein if:

(a) The hirer shall fail to observe and perform any of the conditions: or

(b) Shall give notice to its creditors or any of them that the hirer has suspended or is about to suspend its business or payment of its account or

(c) If the hirer shall be unable to pay his debts or have no reasonable prospect of being able to pay his debts or being a company shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(d) If an order shall be made or an effective resolution passed for the winding up of the hirer (otherwise than for the purpose of and followed by a reconstruction or amalgamation): or

(e) If an administrator or receiver or manager or administrative receiver shall be appointed or the whole part of the undertaking of the assets of the hirer.

10.02 Upon the expiration or earlier termination of the hire period the Hirer shall no longer be in possession of the Equipment with FryFilm's consent and the Hirer shall unless otherwise required by FryFilm at the Hirer's own risk and cost, deliver up the Equipment at the address of FryFilm stated overleaf or at such other address as FryFilm may specify or if not so required shall hold the Equipment available for collection by FryFilm or its agents and FryFilm or its agents may without notice enter the Hirers' premises for the purpose of retake possession of the Equipment and shall have the right to dismantle any machinery product item or equipment to which the Equipment or any of it has been incorporated. These Conditions shall remain in full force and effect until the delivery of the Equipment to FryFilm or the collection of the Equipment by FryFilm or its agents whichever shall apply.

11. RELATIONSHIP OF THE PARTIES

11.01 Both FryFilm and the Hirer are independent contractors and the parties acknowledge that neither of them is an agent or partner of the other for any purpose and that each of them is entirely without authority to act on behalf of the other in any manner. FryFilm shall not be responsible to third parties for any claim arising out of the activities of the Hirer and the Hirer shall indemnify FryFilm against any such claim.

12. COSTS

12.01 The Hirer shall repay to FryFilm forthwith on demand all expenses, cost or charges incurred as a result of or in any way connected with any breach of this Agreement by the Hirer.

13. DIVISIBILITY CLAUSE

13.01 This contract is divisible. The work performed in each period during the currency of the contract shall be invoiced separately. Each invoice for work performed in any period shall be payable by the customer in full, in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any period.

Errors & Omissions Excepted
Revised May 2011

If there is anything here which you would like to discuss or clarify do get in touch via phone: 07720 652509 or email: team@fryfilm.com

Thank you,

John E Fry

