

BROADCAST & FILM NEW ZEALAND LIMITED HIRE AGREEMENT AND TERMS OF TRADE

1. BROADCAST & FILM NEW ZEALAND LIMITED HIRE AGREEMENT AND TERMS OF TRADE.
2. COMPANY means Broadcast & Film New Zealand Limited. The COMPANY'S premises are at 30 Ardmore Road, Herne Bay Auckland, New Zealand.
3. Hirer means the person(s) hiring the equipments from the COMPANY. This includes all persons acting on behalf of or under the instructions of the hirer.
4. All equipment is hired strictly on the basis of all the terms and conditions listed in this agreement.
5. By hiring from the COMPANY the hirer will be deemed to have accepted all the terms and conditions and shall not remove the equipment out of New Zealand, or without the prior consent in writing of the COMPANY allow it be used on any abnormal or hazardous assignment, or transport and or use it on any aircraft other than regular scheduled flights by a recognized commercial airline. Equipment is not to be transported in or used on, any helicopters or light aircraft without the COMPANY's specific written consent. The equipment is not be used where it could be affected by salt or water or atmospheric corrosion and or be used above or beside any water hazard.
6. The hirer shall not assign transfer or sublet their rights under this agreement and will not pledge, mortgage or encumber the equipment or their rights under this agreement.
7. The hirer will comply with all relevant laws and regulations when using this equipment.
8. The hirer acknowledges receipt of equipment in good working order and good condition. The COMPANY uses a thorough checking system and it is the responsibility of the hirer to check the functioning of equipment. Although the COMPANY uses a thorough checking system it is the responsibility of the hirer to check the functioning and adequacy of the particular piece of equipment for the task required of it. The hirer shall advice the COMPANY if any of the equipment is to be used in an abnormal or hazardous manner. Any abnormal or hazardous usage shall be allowed only at the sole discretion of the COMPANY.
9. RISK & INSURANCE: Except for normal fair wear and tear of the said equipment, the hirer shall be responsible and hereby accepts responsibility for the care and safekeeping of the equipment from the time the equipment is picked up at the COMPANY's premises at 30 Ardmore Road, Herne Bay, Auckland, New Zealand by either the hirer or courier organized by the COMPANY or delivered on behalf at the hirer by anyone organized by the COMPANY.
10. The hirer shall return the equipment to the COMPANY after the hire period in good working order and condition, and shall inform the COMPANY of any damage or defect arising during the hiring or any incident that occurred the hiring likely to cause such defect or damage. This includes any exposure to salt water or any materials, which cause corrosion.
11. Return of equipment in a dirty or improperly packaged condition will attract a 10% surcharge at the discretion of the COMPANY.
12. The hirer shall return the equipment before 6 am the day following the hire period. The hirer will provide the name and mobile phone number of the person(s) responsible for the operation and safe use of the equipment.
13. The hirer shall ensure persons with the necessary experience and familiarity with that type of equipment use all equipment in a skilful and proper manner. The hirer will not attempt to adjust or repair or interfere with equipment except where it is necessary for its proper and normal use.
14. The hirer must take all reasonable precautions for the safety and security of the

equipment and protect it from all climatic and atmospheric conditions.

15. The COMPANY reserves the right to charge a cancellation fee of 50 % for cancellation of confirmed booking if such cancellation disadvantages the COMPANY.

16. The hirer is liable for any damage or destruction of equipment from any causes whatever (including the acts whether negligent or not, of technicians) from the time the equipment leaves the COMPANY's premises to when it is returned.

17. INSURANCE: The COMPANY shall be entitled and recover from the hirer any losses including costs (incurred by the COMPANY in respect of loss or damage to the equipment). Notwithstanding any insurance cover in respect of the equipment, the hirer shall remain liable to pay rental for the equipment at the rate applicable for the period of hire until the equipment lost or damaged is replaced or repaired as the case may be.

18. Any loss of or damage to the equipment shall be forthwith notified to the COMPANY and the hirer will at the request of the COMPANY take any steps reasonably required of them by the COMPANY in respect of making reports to the COMPANY, the insurer, the police or appropriate authorities concerning any such loss or damage. The hirer will not do any act or thing whereby any insurance in respect of the equipment may be vitiated or prejudiced in any way.

19. The hirer acknowledges that failure to comply with the conditions specified herein for the proper use and handling of the equipment will in most cases void the cover.

20. The hirer further acknowledges that they have been advised that where insurance arranged by the COMPANY does extend to cover any loss of or damage to equipment the hirer will (in addition to any other amounts which he may become liable to pay hereunder) be liable to pay the policy excess for the amount stipulated on the front of this contract for other than burglary or theft claims where the hirer will pay the policy excess of \$2,500. Except to the extent implied by any statute or regulation in force the COMPANY makes no warranties or representations in respect of the equipment and the hirer accepts the equipment relying on their own knowledge and opinion of the equipment and the COMPANY will not be held liable for any loss the hirer however occasioned as a result of the equipment not being fit for any use to which it is put.

21. In any case repairs are required to the equipment during the period of hire, the hirer will in every case forthwith advise the COMPANY of particulars of the repairer and any repairs to be carried out (where the COMPANY does not itself carry out any such repairs). All such repairs whatever carried out by the COMPANY or a repairer approved by the COMPANY shall in every case be at the cost of the hirer who shall also be responsible to pay rental for any equipment on which repairs are carried out at the rate applicable for the period of hire up to the date the equipment is returned to the COMPANY in full working order.

22. In the event of the hire being terminated under any provisions of this agreement the hirer shall forthwith at their own risk and cost, deliver the equipment to the COMPANY's respective premises PROVIDED HOWEVER that in the event that the hirer shall neglect and/or refuse to so redeliver the equipment to the COMPANY, it is hereby agreed that the COMPANY, its servants and agents may without previous notice enter into and upon any premises where the equipment or any items thereof may for the time being be situated and seize and retake possession thereof. It is further agreed that the hirer shall be liable to pay upon demand all costs and expenses of any incidental to any such retaking of possession incurred by the COMPANY.

23. No exercise by the COMPANY of any right of termination under any provision expressed or implied hereunder shall operate to relieve the hirer from any liability hereunder.

24. No granting of time or other indulgence offered or granted by the COMPANY shall operate to restrict the exercise or any of the rights of the COMPANY hereunder.

25. If the hirer shall make default in punctual payment of any sum payable hereunder or

if they shall be adjudged bankrupt or shall or enter into any agreement for the benefit of their creditors or if any execution of distress shall be levied against them and remain unsatisfied, or being a company, shall be replaced in receivership or go into liquidation or if the hirer shall fail to observe or perform or shall commit a breach of any stipulation or condition expressed or implied hereunder, then in any such case the COMPANY may without further notice terminate the hiring.

26. Where any person signs this agreement on behalf of any hirer, the person so signing warrants that she/he is duly authorized by the hirer to enter into this hire agreement. All equipment is reserved and hired strictly on the basis of these Terms and Conditions Of Business. By reserving, hiring or buying from the Company, under oral and written agreement, the hirer will be regarded as having accepted without qualifications these Terms and Conditions and to accordingly be bound by them in respect of each and every reservation, hiring or purchase transactions between the Company and the hirer.

27. Privacy Act. This applies only to hirers who are not companies.

28. The COMPANY retains the right to seek credit information about the hirer from any source the COMPANY considers appropriate from time to time as and when the COMPANY considers necessary, and the hirer consents to the disclosure of credit information about the hirer to the COMPANY from any source.

29. The COMPANY retains the right, in the event the hirer fails to pay for the rent of the equipment(s), to provide details of the hirer and the hire's debt(s) to any entity the COMPANY chooses for the purposes of collection.

30. Information about other individuals supplied by the hirer has been disclosed to the COMPANY with their consent.

31. The hirer understands that s/he is entitled to have access to and request the correction of information held by the COMPANY and the names and addresses of the entities and the companies to which the COMPANY has disclosed information about the hirer.

32. PAYMENT. Failure to pay for the rent(s) by the due date may result in further deliveries being stopped even if the overdue payments have been made.

33. The COMPANY reserves the right to request from the hirer such guarantee or security as it may think desirable to secure to the COMPANY all sums due by the hirer, and may refuse to supply further equipment(s) to the hirer until such security is given. In the event of late payment (and to enable the extra costs incurred by the COMPANY arising from time to time, until the overdue amounts are paid, with the interest accruing after, as well as before, any judgment which the COMPANY may obtain against the hirer. The hirer also be liable to pay all the COMPANY'S expenses and legal costs incurred in obtaining a remedy for the hire's failure to pay the rent(s) when due. The hirer may not set-off against the rent payable and claims which the hirer may have against the COMPANY. The COMPANY may accept and apply payments from the hirer in respect of any indebtedness and the COMPANY will not be bound by any conditions or qualifications attaching to such payments. The COMPANY may set-off against any moneys owned by the COMPANY to the hirer any moneys which the hirer owes to any subsidiary or related companies of the COMPANY so that the obligation of the COMPANY to the hirer shall be to pay the net balance only. If any of the COMPANY'S subsidiary or related companies owe moneys to the hirer, then they may set-off against such moneys any moneys owed by the hirer to the COMPANY in respect of any rent and shall only be liable to pay the net balance and the hirer agrees that this provision is made for the benefit of such subsidiary and related companies of the COMPANY and may be enforced directly by them in their own respective names.

PLEASE READ YOUR RESPONSIBILITIES WITH REGARD TO THE HIRE OF EQUIPMENT UNDER THE TERMS. RATES INCLUDE INSURANCE. A POLICY EXCESS OF \$2500.00 APPLIES.

www.broadcast.net.nz

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