

Conditions of Hire

These are the conditions of hire of Topham Street Ltd (Co Regn No 06799294) of 6 Topham Street, London EC1R 5HH ("**we**") and our customers ("**you**") in relation to your hire of props that you agree to hire from us ("**the Props**")

1. Hire

We shall hire the Props to you subject to the terms and conditions of these Conditions of Hire

2. Hire Charges

Our hire charges ("**Hire Charges**") for each Prop are as follows:

- a. for the 1st week – 15% of our quoted value of the Prop ("**Initial Charge**");
- b. for the 2nd week – the Initial Charge reduced by 25%; and
- c. for each subsequent week – the Initial Charge reduced by 50% subject to any arrangements we may otherwise agree in writing with you for long periods.

3. Payment

Our Hire Charges are to be paid by you within 30 days of invoicing.

4. Late Payment

Any sums that are not paid to us when due shall bear interest at 4% above the Bank of England's base rate until paid in full.

5. Title, Risk and Insurance

- a. The Props shall at all times remain our property, and you shall have no right, title or interest in or to the Props (save the right to possession and use of the Props subject to these Conditions of Hire).
- b. You agree that from the time of collection to the time of delivery back to us ("**the Hire Period**") the Props shall be kept in good and substantial repair and condition. You must report any discrepancies in the Props to us within 24 hours of the start of the Hire Period.
- c. You shall bear the sole risk of loss, theft, damage or destruction of the Props during the Hire Period.

- d. During the Hire Period, you shall at your own expense, obtain and maintain insurance of the Props during the Hire Period with reputable London insurers for a value not less than their full replacement value insured comprehensively against all usual risks of loss and damage and you shall produce a certificate of such insurance to us on demand.
- e. We shall have the right to restore any Props that are returned damaged or altered and we shall charge you for such restoration together with any depreciation in value.
- f. Where Props are not returned or which cannot be restored, these will be charged at our quoted value of the Props.
- g. At the end of the Hire Period you shall return to us any packing cases that we provide for the Props and we shall charge you the cost of any that are not returned then.

6. Collection and Delivery

You shall be responsible for collecting the Props from us and delivering them back to us, unless we have agreed differently and you pay the additional charge we require to provide this additional service.

7. Use of the Props

- a. You shall only use the Props for the purposes for which they have been hired.
- b. You shall not make any alterations to the Props without prior written consent
- c. You shall not lend or sub-hire or in any way dispose or part possession of the Props without our prior written consent.
- d. You shall confirm to us the location of the Props on demand.
- e. We give no warranty of fitness for purpose of the Props

8. Intellectual Property Rights

You must ensure that any necessary clearances, permissions or releases required for copyright or other intellectual property rights have been properly

obtained before using the Props in any way which may otherwise infringe or breach any intellectual property rights. We shall not be liable to you for any infringement or breach by you of any copyright or other intellectual property rights.

9. Indemnity

You shall indemnify us against all claims, costs and expenses in respect of damage, injury or loss arising directly or indirectly from the use or condition of the Props or from any other breach of these Conditions of Hire.

10. Joint and several

Where you are more than one person, you shall be joint and severally liable for your obligations under these Conditions of hire

11. Governing Law and Jurisdiction

These Conditions of Hire and any dispute of claim arising out of or in connection with them shall be governed by and construed by the law of England and Wales. We and you agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions of Hire.