

TERMS AND CONDITIONS FOR THE HIRE OF EQUIPMENT

1. GENERAL:

The terms and conditions set out below together with Blue Tuna's invoice shall constitute to the basis of all contracts for the Hire of equipment between Blue Tuna and its Hirers. This agreement comes into effect once you have clicked the acceptance button below.

DEFINITIONS AND INTERPRETATIONS:

BLUE TUNA	means Blue Tuna Limited, whose principal place of business is 19 Fitzjohn Avenue, Barnet, Hertfordshire, EN5 2HH.
BLUE TUNA'S PREMISES	Unit 10, Roslin Square, Roslin Road, London W3 8DH
CONFIDENTIAL INFORMATION	means any commercial, financial or technical information, information relating to the Equipment, plans, information about Blue Tuna's cameras, videos and lighting equipment, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
CONDITIONS	refer to those set out below and shall be subject to any additional amendment which shall be in writing and ratified by a Director of Blue Tuna.
CONTROLLER	has the meaning given in applicable Data Protection Laws from time to time;
DATA PROTECTION LAWS	mean, as binding on either party or the Services: <ul style="list-style-type: none">• the GDPR;• the Data Protection Act 2018;• any laws which implement any such laws; and• any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;

EQUIPMENT	including but not limited to cameras, camera lenses, tripods, all required cables (HDMI, SDI etc), battery charger, lighting equipment and video equipment;
HIRER	shall mean any person, persons or body corporate entering into a rental agreement with Blue Tuna for the hire of Equipment;
HIRER AGREEMENT	means these terms and conditions for the hire of the equipment by the Hirer and any special terms honoured by Blue Tuna to the Hirer on a quote or by email or on confirmation of the Hirer's order;
INTELLECTUAL PROPERTY RIGHTS	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in Confidential Information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"> (a) whether registered or not (b) including any applications to protect or register such rights (c) including all renewals and extensions of such rights or applications (d) whether vested, contingent or future (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
IPR CLAIM	has the meaning given in clause 20.1;
LOCATION	means the place where the Equipment is to be delivered to by Blue Tuna as notified to Blue Tuna by the Hirer;
ORDER	means a purchase order for hire of equipment from Blue Tuna by the Hirer;
TERM	means the period of hire of Equipment, the supply of the Services and/or supply of Personnel to the Hirer, as applicable. In the case of rental of Equipment, this shall commence upon the Equipment being collected by or delivered to the Hirer and terminate on the date of the return of the Equipment to Blue Tuna in accordance with the Contract for Hire, Proposal or any extension agreed by an authorised representative of Blue Tuna;

PERSONAL DATA	has the meaning given in applicable Data Protection Laws from time to time;
PERSONAL DATA BREACH	has the meaning given in applicable Data Protection Laws from time to time;
PERSONNEL	Blue Tuna staff who deliver the Equipment;
PROCESSING	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);
PROCESSOR	has the meaning given in applicable Data Protection Laws from time to time;
PROTECTED DATA	means Personal Data received from or on behalf of the Hirer in connection with the performance of Blue Tuna's obligations under these Terms and Conditions;

- 1.1 any clause, schedule or other headings in these Terms and Conditions is included for convenience only and shall have no effect on the interpretation of these Terms and Conditions;
- 1.2 words in the singular include the plural and vice versa;
- 1.3 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.4 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);
- 1.5 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

2 APPLICATION OF THESE CONDITIONS

- 2.1 These terms and conditions are the only terms to apply between Blue Tuna and its Hirers and supersede any previous terms and conditions.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Hirer's purchase order, because these are the standard terms which will apply, confirmation of order, specification or other document shall form part of these Terms and Conditions except to the extent that Blue Tuna otherwise agrees in writing.

- 2.3 Blue Tuna may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Equipment shall arise, until the earlier of:
- 2.3.1 Blue Tuna's written acceptance of the Order; or
 - 2.3.2 Blue Tuna dispatching the Equipment or notifying the Hirer that they are available for collection (as the case may be).
- 2.4 Rejection by Blue Tuna of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Hirer.
- 2.5 Blue Tuna may issue quotations to the Hirer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Equipment and are incapable of being accepted by the Hirer.
- 2.6 Marketing and other promotional material relating to the Equipment are illustrative only and do not form part of these Terms and Conditions.

3 DELIVERY OF EQUIPMENT

- 3.1 An Order shall specify whether the Equipment is to be:
- 3.1.1 delivered by Blue Tuna, or by a carrier appointed by Blue Tuna to the Location on the date(s) specified in the Order, or
 - 3.1.2 made available for collection by the Hirer at Blue Tuna's Premises set out in the Order (as the case may be). The Hirer shall collect the Equipment within the period specified by Blue Tuna to the Hirer.
- 3.2 The Equipment shall be deemed to be delivered:
- 3.2.1 if delivered by Blue Tuna under clause 3.1.1, on arrival of the Equipment at the Location;
 - 3.2.2 if delivered by a carrier under clause 3.1.1 on delivery of the Equipment by Blue Tuna to the carrier; or
 - 3.2.3 if collected by the Hirer under clause 3.1.2, when Blue Tuna makes the Equipment available for collection by the Hirer or its carrier at Blue Tuna's Premises.
- 3.3 Delivery of the Equipment shall be accompanied by a delivery note stating:
- 3.3.1 the date of the Order;
 - 3.3.2 the Equipment, product numbers, type and quantity of the Equipment; and

3.3.3 any special handling instructions;

3.3.4 the Hirer or his agent or representative shall sign Blue Tuna's delivery note. Such signature shall be conclusive proof of the quantity and the date of delivery/receipt specified and also confirmation that the Equipment has been delivered/received to the quality and quantity as specified by Blue Tuna in accordance with the Order and the invoice or as otherwise agreed in writing.

3.4 In the event that the Hirer (or any carrier, agent or representative) is not available to sign a delivery note upon delivery of the Equipment Blue Tuna may retain the Equipment and reserves the right to charge the Hirer for any resultant delivery and/or storage charges in accordance with its standard rates.

3.5 Any claim for non-delivery of Equipment must be made in writing and received by Blue Tuna within 3 days of the date collection or delivery should have occurred.

3.6 Time of delivery is not of the essence. Blue Tuna shall use its reasonable endeavours to meet delivery dates, but such dates are approximate only.

3.7 Unless the parties agree otherwise, packaging materials are to be promptly returned to Blue Tuna at Blue Tuna's expense.

3.8 Blue Tuna shall not be liable for any delay in or failure of delivery caused by:

3.8.1 The Hirers failure to:

- (i) make the Location available;
- (ii) prepare the Location as required for delivery or;

3.8.2 the Hirers failure to collect the Equipment from the Blue Tuna Premises; or

3.8.3 A Force Majeure event.

3.9 Blue Tuna shall be entitled to charge the Hirer for delivery and, as appropriate, including delivery effected by an agent, carrier or supplier of Blue Tuna and for subsistence costs of the Personnel effecting delivery where the delivery address is more than 50 miles from any of Blue Tuna's Premises. Where the delivery address is outside the UK, the Hirer shall be responsible for all delivery costs and for securing any and all customs clearances.

3.10 Blue Tuna will not be held responsible for any delay in the completion of the Hirers overall project to which the Equipment may relate or any losses thereby incurred by the Hirer.

4 INSPECTION OF EQUIPMENT ON DELIVERY BY THE HIRER

- 4.1 The Hirer shall inspect the Equipment on delivery and shall satisfy itself that the Equipment is in working order and in a working condition.
- 4.2 The Hirer (or its representatives) signature on the delivery note in accordance with 3.3.4 shall be deemed as acceptance by the Hirer that the Equipment is suitable for its purposes and is in good working order.
- 4.3 If the Hirer discovers that the Equipment does not work or does not function properly then the Hirer shall notify Blue Tuna within 3 working days of taking possession of the Equipment. If following such notification to Blue Tuna the parties agree that the Hire Agreement is to continue then a note shall be endorsed on the [order] [Invoice] [delivery note] to this effect and this must be countersigned by Blue Tuna to be valid.
- 4.4 If the Hirer fails to notify Blue Tuna within 3 days as set out in 4.4 above period, the Equipment shall be deemed to be of the quality and quantity as specified by Blue Tuna in accordance with the invoice or as otherwise agreed in writing and the Hirer shall pay Blue Tuna.

5 HIRE FEES

- 5.1 The Hirer will pay the Fees as specified in the Hire Agreement plus V.A.T. If a daily rate is specified, then such rate will be charged at the end of the day on which the Equipment is returned.
- 5.2 Blue Tuna reserve the right to charge a cancellation fee not exceeding the full Hire fees due under the Hire Agreement.
- 5.3 Any outstanding fees under the Hire Agreement shall be paid when the Equipment is returned to Blue Tuna or with the specific consent of Blue Tuna up to thirty days after the date of any invoice subsequently issued.
- 5.4 Blue Tuna reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the Hirer.
- 5.5 Where the Hirer is a body of corporate registered in the United Kingdom Blue Tuna may in their sole discretion require a guarantor under the Hire Agreement.

6 PAYMENT

- 6.1 Payment for the hire of Equipment ordered shall be made at the time of delivery unless the Hirer shall have been granted a credit account. Such facility shall have been agreed by Blue Tuna in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period.

- 6.2 In the absence of any specific credit period, the invoice shall be construed to express a maximum period of thirty days. Blue Tuna reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 2.5% per month on any outstanding balance accruing.
- 6.3 Where an order made by the Hirer is accepted by Blue Tuna and a deposit is paid over by the Hirer and such sum is agreed between the parties, Blue Tuna reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the Hirer's order.
- 6.4 The amount of the deposit (if any) as required by Blue Tuna in accordance with the Order shall be returned to the Hirer without interest when the Equipment has been returned without damage to Blue Tuna and all charges and other monies due to Blue Tuna under these Conditions have been paid.
- 6.5 Use of Equipment outside of the UK
- 6.5.1 If the Hirer wishes to remove the Equipment from the United Kingdom and has obtained Blue Tuna's prior written permission, the Hirer shall be responsible for obtaining all customs clearances for the export and re-import of the Equipment from and into the United Kingdom and for paying any taxes and duties resulting therefrom. The Hirer shall be responsible for any continuing charges relating to the hire of the Equipment, at full rates, should the Equipment be held by Customs or any other competent authority beyond the end of the agreement.
- 6.5.2 If the Hirer wishes to use the Equipment for any abnormal or hazardous assignment, then consent must first be obtained from Blue Tuna who may at their sole discretion vary the terms of this Hire Agreement.

7 RISK

Risk in the Equipment shall pass to the Hirer on receipt of the Equipment which means the Hirer must insure the Equipment from this point onwards.

8 TITLE

- 8.1 Title to the Equipment shall not pass to the Hirer.
- 8.2 All Equipment shall remain at all times the absolute property of Blue Tuna and the Hirer shall have no right, title, interest, or otherwise part with the possession of the Equipment during the period of hire.
- 8.3 The Hirer shall not instruct Personnel to provide services or perform any act other than in relation to the provision of the Services as agreed in writing within the Contract for Hire signed by the Hirer and Blue Tuna and shall not instruct their Personnel to carry out or perform any illegal act involving Blue Tuna's Equipment.
- 8.4 The Hirer shall;

- 8.4.1 hold the Goods as bailee for Blue Tuna;
- 8.4.2 store the Equipment separately from all other material in the Hirers possession;
- 8.4.3 take good care of the Equipment to keep it in the condition in which it was delivered;
- 8.4.4 insure the Equipment from the date of delivery:
 - (i) with a reputable insurer;
 - (ii) against all risks;
 - (iii) for an amount at least equal to their Price;
 - (iv) noting Blue Tuna's interest on the policy;
- 8.4.5 ensure that the Equipment is clearly identifiable as belonging to Blue Tuna;
- 8.4.6 shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Hirer's interest under this Hire Agreement which interest is personal to the Hirer;
- 8.4.7 shall keep the Equipment in their own possession for their own use and will not create any lien or other encumbrance to be created in respect of the same;
- 8.4.8 not remove or alter any marking on the Equipment;
- 8.4.9 inform Blue Tuna immediately if it becomes subject to any of the events or circumstances set out in clauses 18.1 to 18.7; and
- 8.4.10 on reasonable notice permit Blue Tuna to inspect the Equipment during the Hirers normal business hours and provide Blue Tuna with such information concerning the Equipment as Blue Tuna may request from time to time.

9 WARRANTY

- 9.1 Blue Tuna warrants that on delivery the Equipment shall,
 - 9.1.1 conform in all material aspects to the Order and specification set out therein;
 - 9.1.2 be free from material defects in design, material and workmanship; and
 - 9.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2 The Hirer warrants that it has provided Blue Tuna in writing with all relevant, full and accurate information as to the Hirers business and needs.

- 9.3 Blue Tuna shall not be liable for any failure of the Equipment to comply with clause 9.1:
- 9.3.1 where such failure arises by reason of wear and tear, wilful damage, negligence of the Hirer;
 - 9.3.2 to the extent caused by the Hirers failure to comply with the Blue Tuna's instructions in relation to the Equipment, including any instructions on use, operation, storage or maintenance;
 - 9.3.3 to the extent caused by Blue Tuna following any specification or requirement of the Hirer in relation to the Equipment;
 - 9.3.4 where the Hirer modifies any Goods without Blue Tuna's prior written consent or, having received such consent, not in accordance with Blue Tuna's instructions; or
 - 9.3.5 where the Hirer uses any of the Equipment after notifying Blue Tuna that it does not comply with clause 9.1.
- 9.4 Except as set out in this clause 9:
- 9.4.1 Blue Tuna gives no warranties and makes no representations in relation to the Equipment; and
 - 9.4.2 shall have no liability for its failure to comply with the warranty in clause 9.1 and all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

10 THE PERIOD OF HIRE AND HIRERS RESPONSIBILITIES

The period of hire shall commence when the Hirer takes delivery of the Equipment (whether or not such receipt shall have been from Blue Tuna) and shall terminate when the Equipment is delivered to Blue Tuna and a receipt is given by Blue Tuna that it has received the Equipment.

It is the responsibility of the Hirer to obtain such receipt for the return of Equipment which will represent conclusive evidence of the return of Equipment to Blue Tuna.

11 INSURANCE

- 11.1 The Hirer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Hire Agreement.
- 11.2 The Hirer shall supply evidence of the maintenance of the insurance and all of its terms which are applicable from time to time, to Blue tuna in advance of the Equipment being delivered to the Hirer.
- 11.3 The Hirer shall insure the Equipment from the date of delivery:

- (i) with a reputable insurer;
- (ii) against all risks;
- (iii) for an amount at least equal to their Price (iv) noting Blue Tuna's interest on the policy;

- 11.4 In exceptional circumstances, Blue Tuna may effect insurance on behalf of the Hirer at the Hirers cost in accordance with clause 11.8 below.
- 11.5 If Blue Tuna agrees to effect insurance in accordance with 9.3 the Hirer **must be in receipt of a written confirmation** from Blue Tuna prior to Equipment Hire.
- 11.6 Where Blue Tuna effects insurance under clause 9.4 on behalf of the Hirer the Hirer shall pay the first £5000 of any loss and or damage caused to the Equipment.
- 11.7 The insurance cover which Blue Tuna can affect represents the maximum cover available on a general basis under present conditions. The Hirer shall at all times remain liable for additional hire charges and for all risks of loss or damage which are not covered by Blue Tuna's insurance policy (e.g. terrorism, war risks, hazardous activities etc.). Full details of Blue Tuna's insurance policy can be supplied on request to the Hirer.
- 11.8 Blue Tuna shall charge the Hirer for effecting any insurance on the Hirers behalf. The Hirer undertakes to make full disclosure of all material circumstances affecting such insurance (for example overseas or hazardous or abnormal use or use which may expose Equipment to the elements of use involving non-scheduled aviation) and undertakes not to do or omit to do anything which would have the effect of invalidating such insurance. Any such disclosure must be made or confirmed by letter sent to Blue Tuna's address provided below by recorded delivery to reach it in sufficient time for the underwriters to be consulted.
- 11.9 Consequential loss of any nature is specifically excluded from any insurance effected by Blue Tuna on behalf of the Hirer and the Equipment is not insured in unattended vehicles, full details of the cover provided with terms, exceptions and conditions of the policy shall be made available by the Hirer at the Hirer's request.

12 DAMAGE CAUSED TO EQUIPMENT AND INDEMNITY

- 12.1 Any damage to the Equipment during the period of hire caused by non-familiarisation with or misuse of the Equipment shall be the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. For the avoidance of doubt, the hire charges shall continue to be payable for the hire Period or until such Equipment is repaired or replaced, whichever shall be the later.

- 12.2 The Hirer shall be fully liable for all and any loss or damage whatsoever to the Equipment including but not limited to, the full replacement value of the equipment, the full cost of repairing any damage and the continuing hire charges.
- 12.3 All damage or loss will be notified to Blue Tuna immediately (or as soon as practicable) following which the Equipment must be returned to Blue Tuna for repair or replacement. The Hirer may carry out repairs to the damaged Equipment only with the prior written consent of Blue Tuna. Unless prior written consent is obtained by the Hirer it shall not make any attempt to examine, diagnose, repair or remove the outer casing of the Equipment hired.
- 12.4 The Hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.
- 12.5 The Hirer shall indemnify Blue Tuna from and against any losses, damages, liability, costs (including legal fees) and expenses which Blue Tuna may suffer or incur directly or indirectly from any loss or damage caused to the Equipment and for the Hirer's breach of any of its obligations under the Hire Agreement. The Hirers shall indemnify Blue Tuna for the full replacement value of Equipment and the period of hire under this Agreement shall be automatically extended until such time as full reimbursement for the cost of replacement of the lost or damaged Equipment has been made whether or not such period extends beyond the originally agreed period for hire of the Equipment.

13 RETURN OF EQUIPMENT AND LATE FEES

- 13.1 If the Hirer shall be in breach of any of the terms and conditions set out herein Blue Tuna may by providing written notice demand the return of the Equipment.
- 13.2 The Hirer shall return the Equipment to Blue Tuna within 3 days of Blue Tuna's written demand.
- 13.3 If the Hirer fails to return an item of Equipment by an agreed deadline the Hirer shall contact Blue Tuna to notify them as soon as they become aware that they may miss the deadline.
- 13.4 The Hirers shall have automatically booked and shall be liable to pay a fee for any extended time to return the Equipment.
- 13.5 In the event that Blue Tuna are unable to accommodate any extension, it shall be the Hirers responsibility to get the Equipment back to Blue Tuna within a timeframe specified by Blue Tuna.
- 13.6 Equipment returned late will be charged at the single agreed daily rate for each 24 hours or part thereof, reserve and Blue Tuna reserve the right to charge double the hire fee for the period the Equipment was late ("Late Fees") irrespective of any reduction or discount that may have been negotiated on the original booking.

13.7 If the Hirer fails to deliver the Equipment at the end of the agreed rental period or on-demand pursuant to clause 13.2, Blue Tuna shall be entitled to enter the Hirer's premises to collect the Equipment and the Hirer shall be responsible for all of Blue Tuna's costs and expenses in connection with collecting the Equipment. The Hirer hereby grants a licence to Blue Tuna, its employees and agents to enter upon the Hirer's premises and any other location where the Equipment is situated to remove the Equipment. This licence shall extend to detaching the Equipment from any property to which it has been attached or in which it has been incorporated or from any other products to which it has been attached.

14 DATA PROTECTION:

14.1 The parties agree that the Hirer is a Controller and gives its consent to processing its Personal Data by Blue Tuna and that of its staff. The Protected Data shall be processed pursuant to these Terms and Conditions. Blue Tuna shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Hirer shall ensure all instructions given by it to Blue Tuna in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.

14.2 The Hirer shall assist Blue Tuna in ensuring compliance with Hirer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Hirer.

14.3 Types of Data being Processed:

14.3.1 **Subject matter of processing:** Hirer data

14.3.2 **Duration of Processing:** For the duration of the provision of Services by Blue Tuna to the Hirer.

14.3.3 **Nature of Processing:** To enable Blue Tuna to provide the Hirer with Equipment for hire.

14.3.4 **Personal Data Categories:** Names, contact details, address and email addresses.

14.3.5 **Categories of Data Subjects whose data will be processed:** Hirer and Hirer's personnel using the equipment hired.

14.4 If Blue Tuna believes that any instruction received by it from the Hirer is likely to infringe the Data Protection Laws, it shall inform the Hirer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

14.5 Blue Tuna shall never process the Protected Data in a manner inconsistent with the Hirer's instructions.

14.6 Deletion/Return and Survival:

At the end of the provision of the hire relating to the processing of Protected Data, at Hirer's cost and Hirer's option, Blue Tuna shall either return all of the Protected Data to the Hirer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Blue Tuna to store such Protected Data.

14.7 Breach of Protected Data:

Blue Tuna shall notify the Hirer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

14.8 Security of Data:

Blue Tuna shall implement and maintain technical and organisational measures in line with Data Protection Laws.

15 CONFIDENTIALITY

Without prejudice to this Agreement, both parties shall treat all Personal Data as Confidential Information and it shall inform all its employees, agents, and/ or approved sub-processors who are authorised and engaged in processing the Personal Data of the confidential nature of the Personal Data. Both parties shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

16 LIABILITY

16.1 Blue Tuna shall not be liable under any circumstances whatsoever for losses incurred by the Hirer due to faulty or non-functioning Equipment during the period of hire. Blue Tuna will, however, take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar Equipment.

16.2 The Hirer will indemnify Blue Tuna at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the Equipment hired.

16.3 Notwithstanding any other provision of these Terms and Conditions, the liability of the parties shall not be limited in any way in respect of the following:

16.3.1 death or personal injury caused by negligence;

16.3.2 fraud or fraudulent misrepresentation;

16.3.3 any other losses which cannot be excluded or limited by applicable law;

16.3.4 any losses caused by wilful misconduct.

17 CANCELLATION

- 17.1 If a notice of cancellation or curtailment of booking is received by Blue Tuna 24 hours or less notice, then the booking will be charged at the full rate. Similarly, bookings cancelled at 48 hours or less will be charged at 50% of the rate and 72 hours or less 25% of the rate.
- 17.2 If the Hirer requires any change, variation, addition or deletion to the Contract for Hire after it has been received by Blue Tuna, Blue Tuna will inform the Hirer of the effect of any such change, variation, addition or deletion on delivery times and the costs, fees and expenses and the Hirer will be responsible for these. It is at Blue Tuna's sole discretion to apply any change, variation, addition, or deletion to the Contract for Hire once it has been agreed.
- 17.3 Where the Equipment is delivered in instalments and the Hirer either fails to accept any delivery when due Blue Tuna may cancel any outstanding deliveries and, if applicable, the Hirer shall compensate Blue Tuna in full for any loss or expense arising from such cancellation.

18 TERMINATION

- 18.1 Blue Tuna may terminate the Contract for Hire or any other contract which it has with the Hirer at any time by giving notice in writing to the Hirer if:
- 18.2 the Hirer commits a material breach of these Terms and Conditions and or the Contract for Hire and such breach is not remediable;
- 18.3 the Hirer commits a material breach of these Terms and Conditions and or the Contract for Hire which is not remedied within 7 Business Days of receiving written notice of such breach;
- 18.4 the Hirer has failed to pay any amount due under these Terms and Conditions and or the Contract for Hire on the due date and such amount remains unpaid 5 days after the date that Blue Tuna has given notification to the Hirer that the payment is overdue; or
- 18.5 any consent, licence or authorisation held by the Hirer is revoked or modified such that the Hirer is no longer able to comply with its obligations under this Hire Agreement or receive any benefit to which it is entitled.
- 18.6 Blue Tuna may terminate at any time by giving notice in writing to the Hirer if the Hirer:
- 18.6.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

- 18.6.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Blue Tuna reasonably believes that to be the case;
- 18.6.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 18.6.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 18.6.5 has a resolution passed for its winding up;
- 18.6.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 18.6.7 is subject to any procedure for the taking control of its Equipment that is not withdrawn or discharged within [seven] days of that procedure being commenced;
- 18.6.8 has a freezing order made against it;
- 18.6.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 18.6.10 is subject to any events or circumstances analogous to those in clause 18 in any jurisdiction;
- 18.6.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.6 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

18.7 If the Hirer becomes aware that any event has occurred, or circumstances exist, which may entitle Blue Tuna to terminate the Contract under this clause 18, it shall immediately notify Blue Tuna in writing.

18.8 Termination or expiry of the Hirer shall not affect any accrued rights and liabilities of Blue Tuna at any time up to the date of termination.

19 NOTICES

19.1 Any notice or other communication given by a party under these Conditions shall:

19.1.1 be in writing and in English;

19.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

19.1.3 be sent to the hiring parties address set out in the Contract for Hire and in the event, the Hirer needs to send any notice they shall do so to the following address;

Shoot Blue trading as Blue Tuna Limited

Unit 10,

Roslin Square,

Roslin Road,

London

W3 8DH

Tel: +44 (0)20 8343 1260

Fax: +44 (0)20 8371 8209

Mobile: +44 (0)7785 325806

email: info@bluetuna.tv

Company Reg. 4389496

VAT No. 825 450 340

19.2 Notices may be given, and are deemed received:

19.2.1 by hand: on receipt of a signature at the time of delivery;

19.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

19.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting;

19.2.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and

19.2.5 by email provided confirmation is sent by first class post on receipt of a delivery email from the correct address.

19.3 Any change to the contact details of a party as set out in the Contract for Hire shall be notified to the other party in accordance with clause 19 and shall be effective:

19.3.1 on the date specified in the notice as being the date of such change; or

19.3.2 if no date is so specified, ten Business Days after the notice is deemed to be received.

19.3.3 This clause 19.3 does not apply to notices given in legal proceedings or arbitration.

20 ENTIRE AGREEMENT

- 20.1 The parties agree that these Terms and conditions and Contract for Hire and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 20.2 Each party acknowledges that it has not entered into these terms and Conditions and the Contract for Hire or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions and the Contract for Hire or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 20.3 Nothing in these Terms and Conditions purports to limit or exclude any liability for fraud.

21 CHANGES TO THE DOCUMENTS

- 21.1 We may revise these Terms and Conditions from time to time, but the most current version will always be at [add BT website address]
- 21.2 Changes will usually occur because of new features being added to the Blue Tuna Service, changes in the law or where we need to clarify our position on something.
- 21.3 Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens, we will not give you any notice.

22 FORCE MAJEURE

Blue Tuna shall not be liable for any delay or failure to perform its obligations if that delay or failure is caused by circumstances beyond its reasonable control including but not limited to acts of God, industrial dispute, civil disturbance, strikes or lock-outs or impossibility of or difficulty in obtaining source materials. Blue Tuna shall be entitled to a reasonable extension of time for the performance of such obligations.

23 ASSIGNMENT

The Hirer may not assign, subcontract or encumber any right or obligation under the hire, in whole or in part, without the Blue Tuna's prior written consent, which it may withhold or delay at its absolute discretion.

24 SET-OFF

24.1 Blue Tuna shall be entitled to set-off under the hire any liability which it has or any sums which it owes to the Hirer under the hire or under any other contract which Blue Tuna has with the Hirer.

24.2 The Hirer shall pay all sums that it owes to Blue Tuna under the Contract for Hire without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

25 NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract for Hire does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

26 SEVERANCE

26.1 If any provision of these Terms and Conditions or the Contract for Hire (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the hire shall not be affected.

27 WAIVER

27.1 No failure, delay or omission by Blue Tuna in exercising any right, power or remedy provided by law or under these Terms and Conditions or the Contract for Hire shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

27.2 A waiver of any term, provision, condition or breach of these Terms and Conditions or the Contract for Hire by Blue Tuna shall only be effective if given in writing and signed by Blue Tuna, and then only in the instance and for the purpose for which it is given.

28 COSTS AND EXPENSES

The Hirer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract for Hire (and any documents referred to in it).

29 THIRD PARTY RIGHTS

A person who is not a party to the Contract for hire and Contract for Hire shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract for hire and Contract for Hire.

30 GOVERNING LAW

These Terms and Conditions and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms and Conditions, its subject matter or formation (including non-contractual disputes or claims).

32 CONFIRMATION

The Hirer confirms that all details given in their application to hire Blue Tuna's Equipment are true and complete. They also confirm they have read and retained a set of the terms and conditions governing their Agreement.

I have read, understand and agree with the Terms and Conditions for the hire of Equipment from Blue Tuna.

Click here to accept the Terms and Conditions

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