



Shoot Blue Hire Limited  
Terms and Conditions for the  
hire of equipment - 2024

## 1. ABOUT US

- 1.1. Shoot Blue Hire Limited ( company number 04389469 ) is a company registered in England and Wales with registered office is at Unit 10 Roslin Square, London, England, W3 8DH, and VAT number **825450340** (“**Shoot Blue**”). Shoot Blue operates the website [www.shootblue.tv](http://www.shootblue.tv).
- 1.2. To contact Shoot Blue, telephone the customer service team at **0208 343 1260** or email us at [hire@shootblue.tv](mailto:hire@shootblue.tv). How to give us formal notice of any matter under the Agreement is set out in clause 20

## 2. DEFINITIONS AND INTERPRETATIONS

### 2.1. DEFINITIONS:

Agreement	means these terms and conditions and any other terms provided by Shoot Blue to the Hirer, including but not limited to within a quote, by email, on acceptance of an Order and on any Shoot Blue invoice;
Confidential Information	means any commercial, financial or technical information, information relating to the Equipment, plans, information about Shoot Blue’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, and any other confidential information concerning a party’s business, affairs, customers, clients or suppliers;
Controller	has the meaning given in applicable Data Protection Laws from time to time;
Damage	means any damage whatsoever to the Equipment or any part thereof, and includes but is not limited to, broken parts, scratches, water damage and damage, loss or corruption caused by using incorrect power/ cables or installing firmware/software without Shoot Blue’s permission in writing;

## Data Protection Laws

means all applicable data protection and privacy legislation in force from time to time in the UK, and the EU where applicable, including, where applicable, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 ("DPA") (and regulations made thereunder) or any successor legislation, and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)

## Delivered

has the meaning given to such term in clause 4.2, and "**Deliver**" and "**Delivery**" shall be construed accordingly;

## Delivery Date

means the date for delivery of the Equipment as mutually agreed between the parties or their representatives;

## Equipment

means any equipment provided to a Hirer in connection with the Services including but not limited to cameras, camera lenses, tripods, all required cables (HDMI, SDI etc), battery charger, lighting equipment and video equipment;

## Fees

has the meaning given to such term in clause 6;

## Hire Period

has the meaning given in clause 13.1;

## Hirer

shall mean any entity entering into an agreement with Shoot Blue for the receipt of the Services;

## 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 anywhere in the world and in any jurisdiction and, in each case (cont. next page):

- (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;

Location

means the place where the Equipment is to be delivered to by Shoot Blue as notified to Shoot Blue by the Hirer;

Off Hire Check-In

means the inspection process followed by Shoot Blue internally after Equipment is returned to Shoot Blue following which a damage list may be created by Shoot Blue showing:

- (a) any Equipment which has been returned Damaged; and
- (b) the type of Damage caused to the Equipment.

Order

means an order by the Hirer for the supply of Services, including the Hire of Equipment, from Shoot Blue;

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;

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;

Risk Period

has the meaning given to such term in clause 8;

Services

means the services specified in an Order including but not limited to the hire of Equipment as specified in an Order;

Shoot Blue's Premises

Unit 10, Roslin Square, Roslin Road, London W3 8DH;

Staff

means an personnel employed or engaged by a party whether as an employee, consultant, contractor, agent, director, officer or representative.

- 2.2. any clause, schedule or other headings in the Agreement is included for convenience only and shall have no effect on the interpretation of the Agreement;
- 2.2. words in the singular include the plural and vice versa;
- 2.3. 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;
- 2.4. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email);
- 2.5. a reference to legislation includes all subordinate legislation made from time to time under that legislation.

### 3. APPLICATION OF THE AGREEMENT

- 3.1. The Hirer may only receive the Services and hire Equipment if it is a business. The Hirer is a business if it is buying products wholly or mainly for use in connection with its trade, business, craft or profession, even if it is an individual. If the Hirer is an individual in its capacity as a consumer (rather than a business) the Hirer cannot receive the Services and should not place an Order to hire Equipment from Shoot Blue.
- 3.2. By placing an Order, receiving any Services, hiring any Equipment and/or accepting these terms and conditions, the Hirer is bound by the Agreement.
- 3.3. The Agreement shall apply to each Order by a Hirer and the supply of Services by Shoot Blue to the Hirer.
- 3.4. No terms or conditions endorsed on, delivered with, or contained in the Hirer's purchase order, confirmation of order, specification or other document shall form part of the Agreement.

## 4. PLACING AN ORDER AND ITS ACCEPTANCE

- 4.1. Orders can be placed on the Website, via phone or by email using the details published on the Website. Each Order is an offer by the Hirer to buy the Services specified in the Order subject to the Agreement.
- 4.2. The Hirer is responsible for ensuring that an Order and any specification submitted by the Hirer is complete and accurate. Any specification submitted by the Hirer does not form part of the Agreement.
- 4.3. After the Hirer has placed an Order, it may receive an email from Shoot Blue acknowledging that the order has been received, but this does not mean that the Order has been accepted. Shoot Blue's acceptance of an Order will take place as described in clause 3.4.
- 4.4. Shoot Blue 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:
  - 4.4.1. Shoot Blue's express acceptance of the Order by email or other confirmation that the Equipment is booked; or
  - 4.4.2. Shoot Blue dispatching the Equipment or notifying the Hirer that it is available for collection (as applicable).
- 4.5. If Shoot Blue is unable to supply the Hirer with the Services for any reason, Shoot Blue will inform the Hirer of this and will not process the Order. If the Hirer has already paid for the Services, Shoot Blue will refund the full amount paid.
- 4.6. Rejection by Shoot Blue of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Hirer.
- 4.7. Shoot Blue 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.
- 4.8. Marketing and other promotional material relating to the Equipment are illustrative only and do not form part of the Agreement.
- 4.9. Any descriptions or illustrations on the Website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Agreement or have any contractual force.

## 5. DELIVERY OF EQUIPMENT

- 5.1. An Order shall specify whether the Equipment is to be:
  - 5.1.1. delivered by Shoot Blue, or by a carrier appointed by Shoot Blue, to the Location on the Delivery Date, or
  - 5.1.2. made available for collection by the Hirer at Shoot Blue's Premises or any other location set out by Shoot Blue in the Order. The Hirer shall collect the Equipment within the period specified by Shoot Blue to the Hirer
- 5.2. The Equipment shall be deemed to be **'Delivered'**:
  - 5.2.1. if delivered by Shoot Blue or a carrier under clause 5.1.1, at the moment the Equipment leaves Shoot Blue's Premises or any other location set out by Shoot Blue in the Order (as applicable); and
  - 5.2.2. if collected by the Hirer under clause 5.1.2, when Shoot Blue makes the Equipment available for collection.
- 5.3. The Hirer shall provide Shoot Blue with a contact name, contact number details of the address for delivery. It is the Hirer's responsibility at all times to ensure that all the correct information for Delivery is provided to Shoot Blue and Shoot Blue accepts no responsibility for incorrect Deliveries made according to the Hirer's instructions.
- 5.4. 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, Shoot Blue may at its discretion 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.
- 5.5. Any claim for non-delivery of Equipment must be made in writing and received by Shoot Blue within 3 days of the date that Delivery should have occurred.
- 5.6. The Hirer shall make the Location suitable for Delivery and use of the Equipment in accordance with Shoot Blue's instructions.
- 5.7. Time of Delivery is not of the essence. Shoot Blue shall use its reasonable endeavours to meet delivery and collection dates, but such dates are approximate only.
- 5.8. Shoot Blue shall not be liable for any delay in or failure of Delivery caused by:
  - 5.8.1. if the Hirer's failure to:
    - (i) mutually agree a Delivery Date with Shoot Blue or its carrier;
    - (ii) make the Location available;
    - (iii) prepare the Location as required for delivery or;
  - 5.8.2. the Hirer's failure to collect the Equipment from the Shoot Blue Premises or any other location set out by Shoot Blue in the Order (as applicable); or
  - 5.8.3. a Force Majeure event.

- 5.9. Shoot Blue shall be entitled to charge the Hirer for Delivery and all associated costs and expenses, including but not limited to delivery effected by an agent, carrier or supplier of Shoot Blue, subsistence costs of the personnel effecting delivery, parking or access charges and any waiting time incurred by personnel when effecting delivery. Where the delivery address is outside the UK the Hirer shall be responsible for all delivery costs and all associated costs and expenses notified to it by Shoot Blue, and for securing any and all customs clearances.
- 5.10. Shoot Blue will not be held responsible, and is not liable, for any delay in the completion of the Hirer's overall project to which the Equipment may relate or any losses thereby incurred by the Hirer.

## 6. INSPECTION OF AND USE OF EQUIPMENT

- 6.1. The Hirer shall fully inspect the Equipment upon Delivery and shall:-
- 6.1.1 satisfy itself that the Equipment is in working order without fault or defect;
  - 6.1.2 satisfy itself that there is no Damage to the function, operation or appearance of the Equipment; and
  - 6.1.3 notify Shoot Blue of any such fault, defect or Damage immediately upon Delivery.
- 6.2. If the Hirer fails to notify Shoot Blue under clause 6.1.3, the Equipment shall be deemed to be (i) as specified in the Agreement or as otherwise agreed in writing, (ii) in working order without fault or defect, (iii) with no Damage to its function, operation or appearance and (iv) accepted by the Hirer.
- 6.3. If the Hirer discovers that the Equipment does not work or does not function properly then the Hirer shall notify Shoot Blue immediately and Shoot Blue shall use its commercially reasonable endeavours to replace or repair the Equipment. Shoot Blue shall determine how to effect any repair and or replacement solely at its discretion. The obligation on Shoot Blue to repair or replace the Equipment shall be the Hirer's sole remedy in relation to any Equipment that does not work or does not function properly, and Shoot Blue shall have no other liability in respect of such.
- 6.4. If Equipment is returned to Shoot Blue and such Equipment has suffered any Damage (which was not notified to Shoot Blue upon Delivery in accordance with clause 6.1) whilst in the Hirer's possession then the Damage shall be deemed to have been caused by the Hirer, and Shoot Blue shall follow its Off Hire Check-In procedures and inspect and record any Damage to the Equipment. The Hirer shall be liable for such Damage in accordance with clause 16.
- 6.5. It is the Hirer's responsibility to ensure that Hirer Staff understand how to use and operate the Equipment and provide training where required. Shoot Blue shall have no liability if the Hirer Staff do not understand how to use and operate the Equipment and additional charges may apply if Shoot Blue is required by the Hirer to explain how to use and operate the Equipment or provide training.



## 7. FEES

- 7.1. The Hirer will pay the all amounts specified in a quote or invoice plus V.A.T. or any similar sales tax in any jurisdiction ("**Fees**"). If a daily rate is specified, then such rate will be charged at the end of the day on which the Equipment is returned.
- 7.2. Shoot Blue reserves the right to charge a cancellation fee not exceeding the full Hire fees due under the Hire Agreement as detailed in clause 18.
- 7.3. Shoot Blue may in its sole discretion require a guarantor in respect of Fees payable under the Agreement.
- 7.4. If the Equipment is modified by the Hirer Shoot Blue shall charge the Hirer the full costs incurred in returning the Equipment to its original condition (for example if the Hirer downloads and installs software on the Equipment which needs to be removed by Shoot Blue, then the Hirer shall pay all the costs incurred by Shoot Blue in having the software removed).
- 7.5. It is always possible that, despite reasonable efforts, some of the Services on the Website may be incorrectly priced. If the correct price for the Services is higher than the price stated on the Website, Shoot Blue will contact the Hirer as soon as possible and give the option of continuing to purchase the Services at the correct price or cancelling the Order. If Shoot Blue is unable to contact the Hirer under clause 25, it will treat the Order as cancelled. However, if Shoot Blue mistakenly accepts and processes the Order where a pricing error is obvious and unmistakable and could reasonably have been recognised as a mispricing, Shoot Blue may cancel supply of the Services and refund any sums paid for Services not received.

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## 8. PAYMENT

- 8.1. Shoot Blue shall be entitled to issue an invoice in respect of the Fees at any time prior to Delivery. The Hirer shall pay the Fees in full prior to Delivery, unless the Hirer has been granted consent by Shoot Blue under clause 8.4.
- 8.2. In the event no consent has been granted under clause 8.4, and the Hirer fails to pay the Fees prior to Delivery, Shoot Blue reserves the right to withhold Delivery of the Equipment and treat the Order as cancelled, in which case the Hirer shall be liable to pay Fees in accordance with clause 23. If the Hirer subsequently pays the Fees, Shoot Blue shall be entitled to determine a new Delivery Date (at its discretion), and issue a further invoice to the Hirer for any applicable storage costs and other reasonable charges incurred by it as a result in respect of the period between the agreed Delivery Date and the new Delivery Date.
- 8.3. Any outstanding Fees or other amounts which become or remain due pursuant to the Agreement during or after the Hire Period shall be paid when the Equipment is returned to Shoot Blue or immediately upon receipt of Shoot Blue's invoice, whichever is earlier.
- 8.4. Subject to the express prior written consent of Shoot Blue, the Hirer may pay the Fees up to thirty days after the date of any invoice (or such other period as may be specified in the relevant invoice or written consent of Shoot Blue).
- 8.5. Shoot Blue shall be entitled to charge interest on any overdue payment calculated at a rate of 8% per year above the Bank of England base rate which is current at the date the payment became overdue, or such other maximum amount permitted by law. Any interest shall be paid by the Hirer together with the payment of the overdue amount.
- 8.6. Any special offers or discounts offered by Shoot Blue to the Hirer shall become null and void if payment is not made by the Hirer when due and payable. In such case, the full Fees will become payable and no discount or special rate will apply.
- 8.7. Use of Equipment outside of the UK
  - 8.7.1. If the Hirer wishes to remove the Equipment from the United Kingdom and has obtained Shoot Blue's prior written permission, the Hirer shall be responsible for:
    - (a) obtaining all necessary permissions, licences, consents and authorisations;
    - (b) compliance with all applicable laws and regulations in any jurisdiction;
    - (c) obtaining customs clearances for the export and re-import of the Equipment from and into the United Kingdom (and paying any taxes and duties resulting therefrom); and
    - (d) insuring, and keeping insured, the Equipment in accordance with clause 13, such insurance to include removal of the Equipment from the United Kingdom, retention of the Equipment by Customs or any other authority, and any Damage to the Equipment whilst outside the United Kingdom.

- 8.7.2. 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.
- 8.7.3. If the Hirer wishes to use the Equipment for any abnormal or hazardous assignment, then consent must first be obtained from Shoot Blue who may at their sole discretion vary the terms of this Hire Agreement to reflect any additional or unusual risk to the Equipment.
- 8.7.4. If the Equipment is seized or impounded and not returned by Customs and Excise or returned damaged then the Hirer shall be fully liable for replacement and repair and shall ensure the Hirer's Insurance policy includes for such occurrences and that Shoot Blue are named on the policy having an interest in that policy.

## 9. RISK

- 9.1. Risk in the Equipment shall pass to the Hirer when the Equipment has been "Delivered" in accordance with these terms and conditions. The Equipment shall remain at the sole risk of the Hirer during the Hire Period plus:-
  - 9.1.1. any further term during which the Equipment is in the possession, custody or control of the Hirer (or any sub-hirer under clause 12);
  - 9.1.2. any further period of time during or after the Hire Period where:-
    - (a) there has been loss or theft of the Equipment or any part thereof; and
    - (b) Shoot Blue determines that there is Damage found to the Equipment, either as notified to Shoot Blue by the Hirer or as discovered by Shoot Blue during its Off Hire Check-in,In each case until such time as full reimbursement for the cost of replacement of the lost, stolen or damaged Equipment has been made;  
(together, the "**Risk Period**").
- 9.2. Shoot Blue shall use its reasonable endeavours to complete its Off Hire Check-in in respect of the Equipment which is returned as soon as it is practicable for Shoot Blue.
- 9.3. The Hirer shall give immediate written notice to Shoot Blue in the event of any loss, theft, or Damage to the Equipment.

## 10. TITLE

- 10.1. Title to the Equipment shall not pass to the Hirer at any time.
- 10.2. All Equipment shall remain at all times the absolute property of Shoot Blue and the Hirer shall have no right, title or interest in or to the Equipment (save for the right to possession and use of the Equipment subject to the terms and conditions of the Agreement).

## 11. HIRER OBLIGATIONS AND RESPONSIBILITIES

### 11.1. Hirer shall ensure that:

- 11.1.1. the terms of each Order are complete and accurate;
- 11.1.2. it cooperates with Shoot Blue in all matters relating to the Services;
- 11.1.3. it provides Shoot Blue and its Staff with access to Hirer's premises, office accommodation and other facilities as may be reasonably required;
- 11.1.4. it provides Shoot Blue with such information and materials as may be reasonably required in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 11.1.5. it prepares its premises for the supply of the Services;
- 11.1.6. it obtains and maintains all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 11.1.7. it complies with all applicable laws, including health and safety laws.

### 11.2. The Hirer shall not instruct Shoot Blue Staff to provide services or perform any act other than in relation to the provision of the Services as agreed in writing within the Order and shall not instruct its own Staff to carry out or perform any illegal act involving the Equipment.

### 11.3. The Hirer shall:

- 11.3.1. not use the Equipment for any other purposes other than to receive the Services in accordance with the terms of the Agreement;
- 11.3.2. hold the Equipment for an on behalf of Shoot Blue;
- 11.3.3. store the Equipment separately from all other equipment or material in the Hirer's possession;
- 11.3.4. at all times keep the Equipment at the Location and shall not move or attempt to move any part of the Equipment to any other location without Shoot Blue's prior written consent;
- 11.3.5. take the highest level of care of the Equipment to keep it in the best working condition;
- 11.3.6. not cause, allow or permit any Damage to the Equipment;
- 11.3.7. not use any power/cable other than those supplied or specified by Shootblue, or install any firmware/software without Shoot Blue's permission in writing;
- 11.3.8. take such steps (including compliance with all safety and usage instructions provided by Shoot Blue or its representatives) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained;
- 11.3.9. make no alteration to the Equipment, nor remove any existing component (or components) from the Equipment;
- 11.3.10. not modify software or existing firmware versions installed on the Equipment, or conduct any upgrades or roll-backs, without written consent of Shoot Blue;
- 11.3.11. ensure that the Equipment is clearly identifiable as belonging to Shoot Blue;
- 11.3.12. subject to any crosshire in accordance with clause 12 below, keep the Equipment in its own possession and control and not sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it, or do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Shoot Blue in the Equipment;

- 11.3.13. not remove or alter any marking on the Equipment; and
- 11.3.14. on reasonable notice permit Shoot Blue to inspect the Equipment during the Hirer's normal business hours and provide Shoot Blue with such information concerning the Equipment as Shoot Blue may request from time to time.

11.4. If Shoot Blue's ability to perform the Services is prevented or delayed by any failure by the Hirer to fulfil any obligation listed in this clause (**Hirer Default**):

- 11.4.1. Shoot Blue will be entitled to suspend performance of the Services until the Hirer remedies the Hirer Default, and to rely on the Hirer Default to relieve Shoot Blue from the performance of the Services, in each case to the extent the Hirer Default prevents or delays performance of the Services. In certain circumstances the Hirer Default may entitle us to terminate under clause 24;
- 11.4.2. Shoot Blue will not be responsible for any costs or losses the Hirer sustains or incurs arising directly or indirectly from Shoot Blue's failure or delay to perform the Services; and
- 11.4.3. it will be the Hirer's responsibility to reimburse Shoot Blue on written demand for any costs or losses Shoot Blue sustains or incurs arising directly or indirectly from the Hirer Default.

## 12. CROSSHIRE

12.1. The Hirer may be permitted to sub-hire the Equipment to a third party with the express prior written consent of Shoot Blue, provided that the Hirer shall:-

- 12.1.1. be liable for the Equipment during any period of sub-hire and shall remain liable for the acts and omissions of any sub-hirer as if they were acts and omission of the Hirer;
- 12.1.2. ensure the Equipment is returned to Shoot Blue in accordance with the terms of the Agreement; and
- 12.1.3. indemnify Shoot Blue in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of opportunity, loss of reputation, loss of goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Shoot Blue arising out of, or in connection with any sub-hire.

## 13. WARRANTY

- 13.1. Shoot Blue undertakes that the Services will be performed during the Hire Period with reasonable care and skill.
- 13.2. The Hirer warrants that it has provided Shoot Blue in writing with all relevant, full and accurate information as to the Hirer's business and needs
- 13.3. Shoot Blue shall not be liable for any failure to comply with clause 13.1:
  - 13.3.1. where such failure arises by reason of wear and tear, wilful Damage, or negligence of the Hirer;
  - 13.3.2. to the extent caused by the Hirers failure to comply with the Shoot Blue's instructions in relation to the Equipment, including any instructions on use, operation, storage or maintenance;
  - 13.3.3. to the extent caused by Shoot Blue following any specification or requirement of the Hirer in relation to the Equipment;
  - 13.3.4. where any seal which is on the Equipment is broken, removed or Damaged by the Hirer or sub-hirer;
  - 13.3.5. due to the transfer of data over communications networks and facilities, including the internet (and the Hirer acknowledges that the Services and use of the Equipment may be subject to limitations, delays and other problems inherent in the use of such communications facilities);
  - 13.3.6. where the Hirer modifies any Equipment without Shoot Blue's prior written consent or, having received such consent, not in accordance with Shoot Blue's instructions;
  - 13.3.7. due to a Force Majeure Event; or
  - 13.3.8. due to the Hirer's failure to fulfil its responsibilities under the Agreement.
- 13.4. Except as set out in this clause 13:
  - 13.4.1. Shoot Blue gives no warranties and makes no representations in relation to the Services or the Equipment; and
  - 13.4.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

## 14. THE PERIOD OF HIRE AND RETURN OF THE EQUIPMENT

- 14.1. The period of hire shall commence upon Delivery and shall continue for the period specified in the Order ("**Hire Period**").
- 14.2. The Hirer shall return the Equipment to Shoot Blue in accordance with the Agreement prior to the end of the Hire Period to the location specified by Shoot Blue.
- 14.3. It is the responsibility of the Hirer to obtain such receipt for the return of Equipment to Shoot Blue which will represent conclusive evidence of the return of Equipment to Shoot Blue.

## 15.INSURANCE

- 15.1. The Hirer shall supply evidence of the maintenance of the insurance in accordance with the Agreement, all of its terms which are applicable from time to time, and the receipt for the then current premium, to Shoot Blue in advance of the Equipment being Delivered to the Hirer.
- 15.2. The Hirer shall insure the Equipment for the duration of the Risk Period:
- (a) with a reputable insurer acceptable to Shoot Blue;
  - (b) incorporated in the United Kingdom or local insurance companies where Equipment is taken outside of the United Kingdom;
  - (c) against all risks and to cover its obligations under the Agreement;
  - (d) during the Risk Period;
  - (e) or the full replacement value;
  - (f) noting Shoot Blue's interest on the policy;
  - (g) For loss of hire cover; and
  - (h) For loss of hire charges.
- 15.3. In exceptional circumstances, Shoot Blue at its sole discretion may effect insurance on the behalf of the Hirer at the Hirer's cost.
- 15.4. In the event the Hirer does not insure the Equipment, at the sole and absolute discretion of Shoot Blue the Hirer shall pay, in addition to the Fees, a "Damage Waiver" fee for cover **up to a maximum equipment value of £5,000**. If such "Damage Waiver" is permitted by Shoot Blue, the amount of the fee and the amount of cover shall be at the discretion of Shoot Blue. The "Damage Waiver" cover shall only cover accidental damage and not include any other events including but not limited to theft, malicious damage, and negligence.. Shoot Blue may also require, at its discretion a deposit from the Hirer against the Equipment which shall be due and payable prior to Delivery.

## 16. DAMAGE CAUSED TO EQUIPMENT AND INDEMNITY

- 16.1. Any Damage to the Equipment during the Risk Period (including where such is caused by non-familiarisation with or misuse of the Equipment) shall be the sole responsibility of the Hirer. The Hirer shall be fully liable for all and any Damage whatsoever to the Equipment, and Shoot Blue shall be entitled to invoice the Hirer at any time for the cost of repair or full replacement value of the Equipment (at the sole discretion of Shoot Blue). For the avoidance of doubt, the Fees shall continue to be payable for the Hire Period or until such Equipment is repaired or replaced, whichever shall be the later.
- 16.2. All Damage will be notified to Shoot Blue immediately following which the Equipment must be immediately returned to Shoot Blue for repair or replacement. The Hirer may carry out repairs to the damaged Equipment only with the prior written consent of Shoot Blue. Unless prior written consent is obtained by the Hirer it shall not make any attempt to examine diagnose, repair or remove the out casing of the Equipment.
- 16.3. 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.
- 16.4. Any loss or theft of the Equipment during the Risk Period shall be the sole responsibility of the Hirer. The Hirer shall be fully liable for all and any loss or theft whatsoever of the Equipment, and Shoot Blue shall be entitled to invoice the Hirer at any time for the full replacement value of the Equipment. For the avoidance of doubt, the Fees shall continue to be payable for the Hire Period or until such Equipment is replaced, whichever shall be the later.
- 16.5. The Hirer shall indemnify Shoot Blue in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of opportunity, loss of reputation, loss of goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Shoot Blue directly or indirectly from any Damage to, or loss or theft of, the Equipment (including but not limited to the full replacement value of the Equipment) caused during the Risk Period, and for the Hirer's breach of any of its obligations under the Agreement. This clause shall survive the termination of the Agreement.



## 17. DEMAND FOR RETURN AND LATE FEES

- 17.1. If the Hirer breaches any of the terms of the Agreement, Shoot Blue shall be entitled to demand the return of the Equipment prior to the end of the Hire Period by written notice to the Hirer. The Hirer shall return the Equipment to Shoot Blue's Premises (or any other location specified by Shoot Blue) within 3 days of Shoot Blue's written demand.
- 17.2. If the Hirer determines that it may fail to return any Equipment or part thereof by the end of the Hire Period or any other agreed deadline the Hirer shall notify Shoot Blue as soon as it becomes aware that the deadline may be missed. In such a case, Shoot Blue may (at its sole discretion) agree to an extension to the Hire Period and may charge additional Late Fees for such in accordance with clause 17.5.
- 17.3. In the event that Shoot Blue are unable to accommodate any extension, it shall be the Hirer's responsibility to return the Equipment to Shoot Blue within a timeframe and to a location specified by Shoot Blue.
- 17.4. If the Hirer fails to return any Equipment or part thereof by the end of the Hire Period or any other agreed deadline and the Hirer does not notify Shoot Blue in advance, the Hirer shall be deemed to have automatically booked the Equipment again for the period of time until the Equipment is validly returned in accordance with the Agreement and shall:-
  - 17.4.1. immediately pay to Shoot Blue the applicable Late Fees for the deemed extended time in accordance with clause 17.5; and
  - 17.4.2. indemnify Shoot Blue against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of business, loss of agreements, loss of opportunity, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by Shoot Blue arising out of or in connection with such.
- 17.5. Equipment returned after the end of the original Hire Period will be charged either at the agreed daily rate for each 24 hours or part thereof, or, at Shoot Blue's sole discretion, double the agreed daily rate for each 24 hours or part thereof to compensate Shoot Blue for its reasonable costs incurred in respect of the late return ("**Late Fees**") irrespective of any reduction or discount that may have been negotiated on the original Order.
- 17.6. If the Hirer does not return the Equipment by the time deadline (for example, 11am) specified by Shoot Blue as the end of the Hire Period, the Hirer shall be deemed to have automatically booked the Equipment for a further 'Day' and clause 17.4 shall apply..
- 17.7. If the Hirer fails to return the Equipment at the end of the Hire Period or on-demand pursuant to clause 17.1, Shoot Blue shall be entitled to enter the Hirer's premises to collect the Equipment and the Hirer shall be responsible for all of Shoot Blue's costs and expenses in connection with collecting the Equipment. The Hirer hereby grants a licence to Shoot Blue, 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.

## 18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. All intellectual property rights in or arising out of or in connection with the Services will be owned by Shoot Blue.

## 19. DATA PROTECTION

- 19.1. The parties agree that the Hirer is a Controller and gives its consent to processing its Personal Data by Shoot Blue and that of its staff. Shoot Blue 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 Shoot Blue in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.
- 19.2. The Hirer shall assist Shoot Blue in ensuring compliance with Hirer's obligations pursuant to applicable Data Protection Laws taking into account the nature of the processing and the information available to the Hirer.
- 19.3. Types of Data being Processed:-
- 19.3.1. **Subject matter of processing:** Hirer data
  - 19.3.2. **Duration of Processing:** For the duration of the provision of Services by Shoot Blue to the Hirer.
  - 19.3.3. **Nature of Processing:** To enable Shoot Blue to provide the Hirer with the Services including Equipment for hire.
  - 19.3.4. **Personal Data Categories:** Names, contact details, address and email addresses.
  - 19.3.5. **Categories of Data Subjects whose data will be processed:** Hirer and Hirer's personnel using the equipment hired.
- 19.4. If Shoot Blue 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.
- 19.5. Shoot Blue shall never process the Protected Data in a manner inconsistent with the Hirer's instructions.
- 19.6. **Deletion/Return and Survival:** At the end of the provision of the hire relating to the processing of Protected Data, at the Hirer's cost and Hirer's option, Shoot Blue 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 Shoot Blue to store such Protected Data.
- 19.7. **Breach of Protected Data:** Shoot Blue shall notify the Hirer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 19.8. **Security of Data:** Shoot Blue shall implement and maintain technical and organisational measures in line with Data Protection Laws.

## 20. CONFIDENTIALITY

- 20.1. Each party undertakes that it will not at any time disclose to any person any Confidential Information except as permitted by clause 20.2.
- 20.2. A party may disclose the other's Confidential Information:
  - 20.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under the Agreement; and
  - 20.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 20.3. Each party may only use the other's Confidential Information for the purpose of fulfilling its respective obligations under the Agreement.

## 21. LIABILITY

- 21.1. Shoot Blue shall not be liable under any circumstances whatsoever for losses incurred by the Hirer due to faulty Equipment or Equipment that does not work or does not function properly. Hirer's entire remedy for such is as specified in clause 6.4.
- 21.2. The Hirer will indemnify Shoot Blue at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the Equipment hired.
- 21.3. Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:
  - 21.3.1. death or personal injury caused by negligence;
  - 21.3.2. fraud or fraudulent misrepresentation;
  - 21.3.3. any other losses which cannot be excluded or limited by applicable law;
  - 21.3.4. any losses caused by wilful misconduct.
- 21.4. Subject to clause 21.3, Shoot Blue will not be liable to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for loss of profits, loss of sales or business, loss of opportunity, loss of goodwill, loss of agreements or contracts, loss of or corruption to data or software, or any indirect or consequential loss.
- 21.5. Subject to clause 21.3, our total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Fees paid or payable under the Agreement.
- 21.6. This clause will survive termination of the Agreement.

## 22. CANCELLATION

22.1. If a notice of cancellation or curtailment of booking is received by Shoot Blue:-

22.1.1. with 24 hours or less notice by the Hirer, then the Order will be charged at the full rate;

22.1.2. with between 24 and 48 hours notice by the Hirer, then the Order will be charged at 50% of the rate;

22.1.3. with between 48 and 72 hours notice by the Hirer, then the Order will be charged at 25% of the rate,

and in case the Hirer shall be liable to pay the applicable Fees in accordance with the Agreement.

22.2. If the Hirer requires any change, variation, addition or deletion to the Order after it has been received by Shoot Blue, Shoot Blue 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 Shoot Blue's sole discretion to apply any change, variation, addition, or deletion to the Order after it has been accepted.

22.3. Where the Equipment is delivered in instalments and the Hirer fails to accept any delivery when due Shoot Blue may cancel any outstanding deliveries and, if applicable, the Hirer shall compensate Shoot Blue in full for any loss or expense arising from such cancellation.

## 23. TERMINATION

23.1. Shoot Blue may terminate the contract for any Order or the Agreement or any contract which it has with the Hirer with immediate effect at any time by giving notice in writing to the Hirer if:

- 23.1.1. the Hirer commits a material breach of the Agreement and or the contract for an Order and such breach is either not remediable or (if it is remediable) which is not remedied within 5 Business Days of receiving written notice of such breach;
- 23.1.2. the Hirer has failed to pay any amount due under the Agreement on the due date and such amount remains unpaid 5 days after the date that Shoot Blue has given notification to the Hirer that the payment is overdue;
- 23.1.3. 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 the Agreement or receive any benefit to which it is entitled;
- 23.1.4. The hirer stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 23.1.5. The hirer is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Shoot Blue reasonably believes that to be the case;
- 23.1.6. The hirer becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 23.1.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 23.1.8. The hirer has a resolution passed for its winding up;
- 23.1.9. The hirer 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;
- 23.1.10. The hirer 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;
- 23.1.11. The hirer has a freezing order made against it;
- 23.1.12. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 23.1.13. is subject to any events or circumstances analogous to those in this clause in any jurisdiction;
- 23.1.14. takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in this clause 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.

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

- 23.3. On termination Hirer must immediately return all Equipment. If Hirer fails to do so, then Shoot Blue may enter Hirer's premises and take possession.
- 23.4. Termination or expiry shall not affect any accrued rights and liabilities of Shoot Blue.
- 23.5. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 24. NOTICES

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

- 24.1.1. be in writing and in English;
- 24.1.2. be signed by, or on behalf of, the party giving it (except for notices sent by email); and
- 24.1.3. be sent to the Hirer address set out in the Order and in the event, the Hirer needs to send any notice they shall do so to the following address;

Shoot Blue Hire Limited  
Unit 10, Roslin Square,  
Roslin Road,  
London W3 8DH

Tel: +44 (0)20 8343 1260  
email: [hire@shootblue.tv](mailto:hire@shootblue.tv)

Company Reg. 04389496  
VAT No. 825 450 340

24.2. Notices may be given, and are deemed received:

- 24.2.1. by hand: on receipt of a signature at the time of delivery;
- 24.2.2. by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;
- 24.2.3. by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting;
- 24.2.4. by email provided confirmation is sent by first class post on receipt of a delivery email from the correct address.

24.3. Any change to the contact details of a party as set out in the Order shall be notified to the other party in accordance with this clause and shall be effective:

- 24.3.1. on the date specified in the notice as being the date of such change; or
- 24.3.2. if no date is so specified, ten Business Days after the notice is deemed to be received.

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

## 25. ENTIRE AGREEMENT

- 25.1. The parties agree that the Agreement 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. The Agreement applies to the exclusion of any other terms that a Hirer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 25.2. Each party acknowledges that it has not entered into the Agreement or any Order in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement.

## 26. CHANGES TO THE DOCUMENTS

- 26.1. We may revise the Agreement from time to time, however subject to clause 23.1.2, the version of the Agreement which will apply to an Order will be the version that was in place at the date of acceptance of the relevant Order.
- 26.2. If any changes need to be made immediately and such changes affect the specification or function of the Equipment under an Order, or materially adversely affect the Services provided, the Hirer shall be entitled to cancel the relevant Order and receive a full refund of any Fees paid for Services not received.

## 27. FORCE MAJEURE

Shoot Blue 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, pandemic or epidemic, or impossibility of or difficulty in obtaining source materials ("**Force Majeure Event**"). Shoot Blue shall be entitled to a reasonable extension of time for the performance of such obligations.

## 28. ASSIGNMENT

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

## 29. SET-OFF

- 29.1. Shoot Blue shall be entitled to set-off any liability which it has to the Hirer against any amount owed to it by the Hirer under the hire or under any other contract which Shoot Blue has with the Hirer.
- 29.2. The Hirer shall pay all sums that it owes to Shoot Blue under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## 30. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal, and agent or employer and employee and the Agreement 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.

## 31. SEVERANCE

- 31.1. If any provision of the Agreement (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.

## 32. WAIVER

- 32.1. No failure, delay or omission by Shoot Blue in exercising any right, power or remedy provided by law or under the Agreement 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.
- 32.2. A waiver of any term, provision, condition or breach of the Agreement by Shoot Blue shall only be effective if given in writing and signed by Shoot Blue, and then only in the instance and for the purpose for which it is given.

## 33. THIRD PARTY RIGHTS

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

## 34. GOVERNING LAW

The Agreement 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.

## 35. 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, the Agreement, its subject matter or formation (including non-contractual disputes or claims).