

## **RENTAL RATES/CONDITIONS**

### **Deposit**

A deposit for the full replacement cost of the equipment is required unless other arrangements are made in advance. We accept Visa & MasterCard. Sorry; we can not accept Cheques as deposit. Proof of address such as a utility bill & photographic ID is required at time of renting.

### **Rates**

A Rental day is 24 hours from time of pick-up.

You may, however, make arrangements to pick up the equipment (after 4:00 p.m.) the previous night for early morning shoots excluding weekends.

Partial days are charged for a full day rate.

A weekly rate is four times the daily rate.

**All items available will incur delivery/transfer costs.**

**To avoid disappointment contact Slaughterhouse in advance.**

**LATE RETURNS ARE SUBJECT TO AN ADDITIONAL CHARGE.**

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

### **Conditions**

The lessee hereby accepts the described merchandise and acknowledges the same to be in good condition for rental at the stated rates which lessee agrees to pay.

The lessee further agrees to return said merchandise in good condition.

Any damages to or loss of said merchandise resulting during the rental or loan period will be paid for by the lessee. Such repairs or charges will be based on current rates.

The Lessee further agrees to pay the regular rental rates for each day that the merchandise is in his/her possession or until the same is returned to lessor, and to pay for any charges incurred in recovering the merchandise if it is not promptly returned on demand.

Title to the goods remains with the lessor at all times.

Lessor retains the right to terminate the lease at any time and to recover possession of the merchandise if not returned on demand. The lessor assumes no responsibility for damage to film materials or other liability of any kind resulting from the use of the equipment. All digital camera CCD chips are cleaned before commencement of the rental and the lessor assumes no responsibility for dust attracted to the chip after leaving the rental department.

### **Cancellations**

Please call us if you have a cancellation.

No-shows may be responsible for the cost of their entire order.

Same-day cancellations may incur a total or a portion of the orders cost.

### **Insurance**

Slaughterhouse Studios provides compulsory rental insurance as standard at a rate of 15% of the hire charge.

### **Spare Lamp Policy**

Spare lamps are provided where needed.

There will be a charge for missing or broken lamps or when lamps burn out excessively.

Prices are subject to change without notification.

All rentals are subject to availability of equipment.

### **Non Returned Items**

Non returned items are charged at full replacement cost (ie) CDs £10, Masks £20, Syncs etc.

Minimum £15, Caps £10 per cap.



## TERMS AND CONDITIONS

### 1.0 DEFINITION

- 1.1 "Customer" means any person (including without limitation, individuals, partnerships and bodies corporate) who orders or purchases goods or services from Slaughterhouse and to whom Slaughterhouse may agree to supply Products in accordance with these terms and conditions.
- 1.2 "Slaughterhouse" means Slaughterhouse Studios Limited of 54 Oldfield Road, Salford, M5 4LZ (registered company number 00663570) or any subsidiary or associated company.
- 1.3 "Consumer" means any natural person who is acting for purposes that are outside his or her business.
- 1.4 "Delivery" means delivery of Products to the Delivery address shown on the Slaughterhouse sales order or if no such Delivery address is shown, when physical possession of Products passes to the Customer or its agent.
- 1.5 "Products" means goods or services including but not limited to photographic and digital imaging products, computer hardware and software items, and consumables to be provided by Slaughterhouse to the Customer in accordance with these terms and conditions.
- 1.6 "Third party Software" means all software owned by or licensed to the Customer from a third party owner (whether or not supplied by Slaughterhouse) and which comprises part of the Products.

### 2.0 ORDER ACCEPTANCE

- 2.1 All orders placed with Slaughterhouse by the Customer for Products shall constitute an offer to Slaughterhouse under these terms and conditions subject to availability of the Products and to acceptance of the order by Slaughterhouse's authorised representative.
- 2.2 Slaughterhouse reserves the right to refuse any order. Orders are only deemed to be accepted once dispatched.
- 2.3 All orders are accepted and Products supplied subject to these express terms and conditions only. No amendments to the terms and conditions will be valid unless confirmed in writing on or after the date hereof by Slaughterhouse's authorised representative.
- 2.4 It is agreed that these terms and conditions prevail over the Customer's terms and conditions of purchase unless such terms and conditions of purchase have been accepted by Slaughterhouse in writing.

### 3.0 INDEPENDENT CONTRACTOR

- 3.1 The relationship between Slaughterhouse and the Customer is that of independent Contractor. Neither party is the agent of each other, and neither party has any authority to make the other enter into any obligation expressly or impliedly in the name of the other party without that party's prior written consent for express purposes connected with the performance of this Agreement.

### 4.0 DESPATCH

- 4.1 Any time quoted for despatch or Delivery is to be treated as an estimate only, and the Customer acknowledges that despatch or Delivery may be postponed because of conditions beyond Slaughterhouse's reasonable control. In no event shall Slaughterhouse be liable for any damages or penalty for delay in despatch or Delivery and accordingly, time shall not be of the essence of this Agreement.
- 4.2 Risk in the Products shall pass to the Customer immediately at the time of Delivery.
- 4.3 If the Products or any of them have not been received or are received in a damaged condition, the Customer must notify Slaughterhouse in writing within 7 days of the date of the invoice.
- 4.4 Consideration for damage to, or shortage of, goods in transit will only be given if written notification is received within 7 days of receipt by the Customer of such goods. Packing materials in which goods were received should be kept for inspection. Where there is apparent damage to boxes or packaging, the consignment should be opened and examined in the presence of the carrier or, where this is not possible, the carrier's delivery documentation must be amended to read "carton damaged goods unchecked" before the goods are signed for. Claims for non-delivery of goods will only be considered if notification is received in writing within 14 days of the invoice date.

### 5.0 CANCELLATION AND RESCHEDULING

- 5.1 Subject to Clause 5.2 any request by the Customer for cancellation of any order or for the re-scheduling of any deliveries will only be considered by Slaughterhouse if made at least 12 hours before dispatch of the Products. This shall be subject to acceptance by Slaughterhouse at Slaughterhouse's sole discretion and Slaughterhouse reserves the right to levy a reasonable administration charge for cancelled orders.
- 5.2 Where the Customer is a Consumer, he shall have the right to cancel orders for Products (placed by fax, telephone, or email) up to 7 working days after Delivery by written notice (post, fax or e-mail) to Slaughterhouse. This right to cancel will not apply in respect of any software Products which have been removed from their packaging and will (in all other cases) be dependent upon the safe return of dispatched Products to Slaughterhouse, which is to be arranged by the Customer at his own expense.
- 5.3 All refunds in respect of orders cancelled pursuant to Clause 5.2 will be made within 30 days of cancellation.



## **6.0 PRICING**

- 6.1 Catalogues, price lists and other advertising literature or material as used by Slaughterhouse are intended only as an indication as to the price and range of goods offered and no prices, descriptions or other particulars contained therein shall be binding upon Slaughterhouse.
- 6.2 Slaughterhouse reserves the right to amend prices at any time and without prior notice
- 6.3 Orders are fulfilled on the understanding that prices charged are those current at the time of despatch.
- 6.4 All quoted or listed prices are based on an ex-works basis. The Customer is liable to pay for packing, insurance and freight.
- 6.5 All prices are exclusive of Value Added Tax and any similar taxes. All such taxes are payable by the Customer and will be supplied in accordance with UK legislation in force at the taxpoint date.

## **7.0 RENTAL RISK AND INSURANCES**

- 7.1 Risk in all Equipment and Consumables shall pass to the Customer upon delivery of the same to the Delivery Address (or, where the Customer has elected to collect the Equipment and Consumables from the Supplier's premises, upon collection of the same by the Customer).
- 7.2 The Customer shall be responsible, for the duration of the Rental Period, for the cost of insuring the Equipment. Unless the Customer agrees to insure the Equipment under the Customer's own policy of insurance in accordance with Clause 7.4 below, the Supplier shall arrange such insurance at the Customer's expense.
- 7.3 Where the Supplier arranges insurance in respect of the Equipment, the following terms shall apply:
- (a) the premium for such insurance shall be charged to the Customer, in addition to the Rental Charges, at 15% of the total Rental Charges and delivery charges applicable to the Equipment insured;
  - (b) Basis - All risks on all Equipment;
  - (c) Geographical Limits - Europe, subject to prior declaration of where the Equipment is to be taken;
  - (d) Maximum Rental Period - two months, longer subject to negotiation;
  - (e) Excess - first £250 each and every loss, for which the Customer shall be responsible;
  - (f) Where the Supplier incurs theft, damage or expense as a result of theft of or damage to the Equipment during the Rental Period, and such theft, damage or expense is not recoverable under the insurance arranged by the Supplier, the Customer shall be liable for and shall indemnify the Supplier against such theft, damage or expense;
  - (g) Any theft must be reported to the local police within 24 hours, and immediately thereafter to the Supplier;
  - (h) Exclusions
    - (i) damage caused by corrosion, excessive heat, dampness or physical mistreatment;
    - (ii) damage occasioned by or resulting from nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
    - (iii) property damaged as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation;
    - (iv) damage arising from: - riot or civil commotion occurring elsewhere than in the United Kingdom, the Channel Islands or the Isle of Man; - breakage of flash tubes and/or bulbs;
    - (v) damage to glass and other fragile or brittle articles;
    - (vii) damage to property carried on the outside of vehicles unless as a result of overturning or collision;
    - (viii) damage or loss as a result of negligence;
    - (ix) consequential loss of any description. The Customer acknowledges and accepts such terms and agrees that it shall not, for the duration of the Rental Period, do or omit to do any act or thing which would or may vitiate or invalidate such insurance policy and/or jeopardise the prospect of a successful claim in respect of any loss of or damage to the Equipment.
- 7.4 Where the Customer has agreed to keep the Equipment insured, the Customer shall keep the Equipment insured against loss or damage throughout the Rental Period for all risks including theft. Such insurance shall be with a reputable insurance company, shall be for the full replacement value (as new) of the Equipment, shall be free from restriction or excess and shall be in the joint names of the Supplier and the Customer. The Customer shall produce to the Supplier on demand a copy of a current insurance policy in respect of the Equipment in accordance with this Clause 7.4 (together with a receipt for the last premium paid).
- 7.5 Where the Customer has arranged its own insurance under Clause 7.4, the Customer shall be liable for and shall indemnify the Supplier against any and all losses, damages or expenses incurred by the Supplier which arise out of or in connection with any loss of or damage to the Equipment caused during the Rental Period (fair wear and tear excepted), including without limitation:

(a) any loss of rental income resulting from such loss or damage; and  
(b) the lesser of

- (i) the full replacement cost of the Equipment or
- (ii) the cost of reinstating the Equipment to satisfactory and operational condition.

- 7.6 Within 24 hours of becoming aware of any occurrence which will or may give rise to a claim under any policy of insurance obtained by the Supplier pursuant to Clause 7.2, or by the Customer pursuant to Clause 7.4, the Customer shall give written notice to the Supplier of such occurrence.
- 7.7 Slaughterhouse cannot be held responsible for any subsequent image problems allegedly caused by dust on CCD chips. Slaughterhouse make every effort to clean the CCD chip prior to each Rental transaction.

## **8.0 CREDIT ACCOUNTS AND PAYMENT TERMS**

- 8.1 Slaughterhouse does NOT offer credit terms.
- 8.2 Invoices will be raised and dated by Slaughterhouse on the date of despatch of the Products.  
Unless otherwise specifically requested and agreed, invoices will be payable by the Customer on the date of invoice.
- 8.3 Notwithstanding despatch and the passing of risk in the Products to the Customer pursuant to Clause 4 or any other provision of these conditions, title shall not pass to the Customer until Slaughterhouse has received cash or cleared funds payment of the price of the Products and all of the Products agreed to be sold by Slaughterhouse to the Customer for which payment is then due or the Customer sells the Products to a third party, in which latter case, title to the Products will pass to the Customer immediately before the Products are delivered to that third party purchaser.
- 8.4 Until such time as title passes to the Customer, the Customer shall hold the Products as Slaughterhouse's fiduciary agent and bailee and shall keep the Products properly stored, protected, insured and identified as Slaughterhouse's property.
- 8.5 Until such time as title in the Products passes to the Customer (and provided the Products are still in existence and have not been re-sold) Slaughterhouse shall be entitled at any time, to require the Products to be delivered to Slaughterhouse and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess and remove the Products therefrom (where necessary, detaching the Products from other goods) and to resell them where possible.
- 8.6 Until such time as title in the Products passes to the Customer the Customer's power of sale or right to use such Products shall immediately cease if an administrator or administrative receiver is appointed (or documents filed with a court of competent jurisdiction for their appointment or notice of intention to so appoint is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 of the Insolvency Act 1986)) over all or any part of its assets or if it is adjudicated bankrupt or enters liquidation whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
- 8.7 Until the Customer has paid Slaughterhouse for all the Products which Slaughterhouse has supplied to the Customer;
- 8.7.1. If the Customer sells any of the Products, the Customer shall hold the proceeds of sale on trust for Slaughterhouse in a separate bank account.
  - 8.7.2. Slaughterhouse may trace the proceeds of sale that the Customer receives into any bank or other account which the Customer maintains.
  - 8.7.3. If the Customer sells any of the Products, Slaughterhouse may, by written demand, require the Customer to assign to Slaughterhouse the Customer's rights to recover the price from its purchaser.
- 8.8 The Customer shall not be entitled to pledge or in anyway charge by way of security for any indebtedness any of the Products which remain in the property of Slaughterhouse but if the Customer does so, all monies owing by the Customer to Slaughterhouse shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
- 8.9 Slaughterhouse reserves the right to cease supplies of Products to the Customer at any time. On such cessation of supplies, Slaughterhouse reserves the right to withdraw any credit facility such that the whole of the Customer's account becomes due for payment forthwith.



## **9.0 SPECIFICATION OF PRODUCTS**

- 9.1 Slaughterhouse will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the manufacturer's specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation.
- 9.2 Unless otherwise agreed the Products are supplied in accordance with the manufacturer's standard specifications as these may be improved, substituted or modified. Slaughterhouse reserves the right to increase its quoted or listed price, or to charge accordingly in respect of any orders accepted for Products of non-standard specifications and in no circumstances will it consider cancellation of such orders or the return of such orders.
- 9.3 Clause 5.2 will not apply in respect of orders for Products of nonstandard specifications.

## **10.0 PROPRIETARY RIGHTS IN SOFTWARE PRODUCTS**

- 10.1 The Customer hereby acknowledges that any proprietary rights in any Third Party Software supplied hereunder including, but not limited to any title or ownership rights, patent rights, copyrights and trade secret rights, shall at all times and for all purposes vest and remain vested in the Third Party Software owner. The Customer hereby acknowledges that it is its sole responsibility to comply with any terms and conditions of license attaching to Third Party Software supplied and delivered by Slaughterhouse (including if so required the execution and return of a Third Party Software license).
- 10.2 The Customer is hereby notified that failure to comply with such terms and conditions could result in the Customer being refused a software license or having the same revoked by the proprietary owner. The Customer further agrees to indemnify Slaughterhouse in respect of any costs, charges or expenses incurred by Slaughterhouse in respect of any action taken by a Third Party Software owner as a result of the breach by the Customer of such conditions.
- 10.3 No title or ownership of software Products or any third party software licensed to the Customer under this Agreement is transferred to the Customer under any circumstances.

## **11.0 RETURNS & REPLACEMENTS**

- 11.1 Subject to the conditions in this Clause 11 Products supplied by Slaughterhouse may be returned for a full refund or replacement within 14 days of the date of despatch from Slaughterhouse. Any Product that is to be returned must be in new condition with all components included and all accessories paperwork manuals and unused warranty card where applicable and be in the original packaging.
- 11.2 Slaughterhouse will not accept the return of Products (whether whole or in part) without prior Agreement. Before returning the goods, the Customer must call the Slaughterhouse location from where the Product was originally supplied and obtain a Returns Number. Returned goods must be accompanied by the original sales invoice with the Returns Number noted on it.
- 11.3 Special orders, items that are not normally stocked by Slaughterhouse, sensitised materials (film, paper, chemicals), books, video tapes, polyester and resin filters, computer software and digital media cannot be returned unless they are defective in manufacture.
- 11.4 Slaughterhouse will refund carriage charges incurred by the Customer in the event that the Product is faulty, was incorrectly sent, or was an unacceptable substitute.
- 11.5 Slaughterhouse recommends that returned Products are sent via courier or registered post. Returns sent cash on delivery (COD) will not be accepted.
- 11.6 Slaughterhouse reserves the right to levy a 15% restocking charge in respect of Products returned otherwise than in accordance with this clause 10.
- 11.7 Repair estimates are valid for 14 days, and Slaughterhouse will return unconfirmed estimates unrepaired after a further 7 days. A handling charge will be made for estimates that are declined or returned under these circumstances. Slaughterhouse reserves the right to dispose of any goods left for repair that remain unpaid for and uncollected for a period exceeding 3months. This enables us to recover our costs.



## **12.0 INDEMNITIES AND LIMITS OF LIABILITY**

- 12.1 Subject to clauses 4, 10 and 11, the following provisions set out the entire financial liability of Slaughterhouse (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 12.1.1 Any breach of this Agreement
  - 12.1.2 Any use made or resale by the Customer of any of the Products, or of any product incorporating any of the Products; and
  - 12.1.3 Any representation, statement or tortious act or omission including negligence arising under or in connection with the contract between Slaughterhouse and the Customer.
- 12.2 Nothing in this Agreement excludes or limits the liability of Slaughterhouse:
- 12.2.1 For death or personal injury caused by Slaughterhouse's negligence;
  - 12.2.2 Under section 2 (3) Consumer Protection Act 1987;
  - 12.2.3 For any matter which it would be illegal for Slaughterhouse to exclude or attempt to exclude its liability;
  - 12.2.4 or For fraud or fraudulent misrepresentation.
- 12.3 Subject to clauses 12.6 and 13.2:
- 12.3.1 Slaughterhouse's total liability, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with any Product supplied or agreed to be supplied to the Customer in accordance with these terms and conditions shall be limited to the price of that Product.; and
  - 12.3.2 Slaughterhouse shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.
- 12.4 The Customer shall indemnify and defend Slaughterhouse and its employees in respect of any claims by third parties which arise from any Slaughterhouse non-performance pursuant to clause 12.3 or 12.4.

## **13 CONTRACT**

- 13.1 The headings in this agreement are for ease of reference only and shall not affect its interpretation or construction.
- 13.2 No forbearance, delay, indulgence by either party in enforcing its respective rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any right or any later breach.
- 13.3 The Customer agrees not to assign any of its rights herein without the prior written consent of Slaughterhouse.
- 13.4 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 13.5 Neither party shall be liable to the other for any delay or failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, (including without limitation, act of God, fire, explosion, accident, industrial dispute) or any cause beyond its reasonable control.
- 13.6 Any notices given hereunder by either party to the other must be in writing, and may be delivered personally or by recorded or registered post and in the case of post will be deemed to have been received 2 working days after the date of posting. Documents or notices to Slaughterhouse shall be delivered or sent to the address at the top of this Agreement.
- 13.7 These terms and conditions shall be construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the courts of England.

