

MUTINY MEDIA

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Mutiny Media UK LTD - Account form & Terms and conditions of hire.

V2.0 - email hire@mutinymedia.co.uk

Documents required:

- ◆ Two Verified Trade References
- ◆ Two Proofs of Address (less than 3 months old)
- ◆ Two Proofs photographic ID - (Passport is to be held at Mutiny Media UK LTD office for duration of first time hire.)
- ◆ Insurance Covering equipment hired
- ◆ Proof of Bank Card used for hire

Payment terms:

- ❖ Payment of hire charges must be made by cash, card (in office only) or bank transfer.
- ❖ Deposit must be paid in Cash or Bank transfer
- ❖ Payment must be made prior to, or on collection of equipment. For bank transfer proof of payment is required. Any administration and legal costs involved in pursuing an overdue account will be charged to and paid by the client or guarantor.
- ❖ The owners reserve the right to refuse to hire equipment to the client in the event that the client fails to comply with Mutiny Media UK LTD's Terms and Conditions & Payment Terms
- ❖ If the hirer shall default in punctual payment of the sums to be paid by it for the hire of the equipment or shall fail to observe or perform the terms and conditions of the agreement on its part to be observed and performed or if the hirer shall do or cause to be done or permit or suffer any act or thing whereby the owner's rights in the equipment may be prejudiced or put in jeopardy this agreement shall forthwith determine (without any notice or other act on the part of the Owner and notwithstanding that the same or like nature) and it shall thereupon be lawful for the Owner to retake possession of the equipment and for that purpose enter into or upon any premises where the same may be and the determination of the hiring under this clause shall not affect the right of the owner to recover the hirer any monies due to the owner under this agreement or damages for breach thereof.

Hire Period:

- ❖ The hiring period of the equipment shall commence at the time specified in the invoice. It shall begin at the time the equipment leaves the Company's premises and shall finish when the equipment is returned to the Company's premises.
- ❖ The Equipment must be returned (or made available for collection) at the time and date specified on the invoice, unless an extension has been arranged.
- ❖ Extension of hire must be arranged at least 24 hours ahead of original hire is due to expire, and payment must be made prior to extension starting.
- ❖ Cancellation fees will be levied at the company's discretion:
 - +48 hours - no cancellation fee
 - 12 hours - 50% of total hire (-deposit)
- ❖ Prices are subject to change by the company without notice
- ❖ For dry hire items, a day is considered to be 24 hour period starting from collection time. (Equipment can be collected between 4:30PM-6PM evening before if necessary)

Insurance:

- The hirer shall keep the equipment insured from the time it leaves the Companies or Owners premises, and until it is returned to it, against theft, fire, loss, damage or risk from any cause arising in the full replacement value thereof & will permit the Owner at all reasonable times to have access to the equipment and to inspect the state and conditions thereof.
- An exception to insurance is if the kit hired does not exceed the sum of the deposit (£250) wherein insurance will not be required.

- ❖ If the equipment shall be damaged or destroyed by fire, all monies received or receivable in respect of such insurance as aforesaid shall forthwith be received by the Owner who shall, as the case may require, apply such monies either in making good the damage done or in replacing the equipment by other articles of similar description and quality and such substitute articles shall become subject to the provisions of this agreement in the same manner as the articles for which they shall be substituted.
- ◆ **The sum insured must not be less than the current value of 'same week' replacement of equipment and must cover the entire hire period (from the moment the equipment leaves the office, to the moment it is returned to the company's office)**
- ❖ The hirer shall not remove equipment from the UK without obtaining the Owner's consent in writing specifying the country to which the equipment is to be removed and in such event the Hirer shall pay additional insurance in respect of such removal of the equipment and shall indemnify the owner against all customs duties, taxes, or other pecuniary levies either as a result of removal of, or return of the equipment from the UK and shall pay to the owner, if required, 10% of the value of the equipment supplied by the way of a deposit, each sum to be returned to the hirer at termination of hiring by Owner after deduction of any monies due by the hirer to the owner
- ❖ Any waiver or other indulgence granted by the owner shall not affect the strict rights of the Owner under these terms.
- ❖ Responsibility for shipping, preparation of Carnet & Customs documents & lodging of any bonds shall be that entirely of the hirer.

Responsibilities:

- ❖ The hirer shall give such proof of her/his identity, as the owner shall reasonably require
- ❖ The person or company/organisation/School/University who signs the hire contract for the hire assumes the full financial responsibility for the equipment until it is returned. Company / organisation assumes responsibility through employee or hired/contracted professional or student who signs on their behalf. Any late return of equipment shall be reported to the Owners within 24 hours.
- ❖ The insurance liability for any lost, stolen or damaged equipment is with the customer. We retain the right to charge for any losses (material or financial) or damage to equipment whilst on hire. Daily loss of earnings will be charged until such equipment is replaced or repaired and back in service. Continuing Hire Charges are charged at the equipments daily book rate, before any discount was applied.
- ❖ The client and guarantor shall take all reasonable precautions to avoid loss/damage to the equipment during the period of hire.
- ❖ The client & guarantor are responsible for the safe handling for equipment. Repair or replacement costs for the registered retail value of the equipment plus processing costs will be billed to the debtor and/or guarantor for damage or loss while the equipment is in the client's care.
- ❖ It is the client's responsibility to test and examine all hired equipment to determine it is in good working order and in a condition fit for the client's purpose. All equipment must be tested prior to filming, with any issues reported immediately.
- ◆ Mutiny Media UK does not take responsibility for technical failures arising from equipment.
- ❖ Mutiny Media strongly recommend having Production or Producers indemnity insurance providing coverage for any issues on production. Insurance can be found at: <https://www.larkinsurance.co.uk/performance-film-and-media-insurance>
- ❖ The Equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note.
- ❖ The equipment shall be the responsibility of the Hirer at all times

when in the Hirer's possession, and in the event of loss of goods or any item thereof from whatsoever cause or reason, shall immediately pay to the owner the full costs of replacement, packaging and administration.

Your invoicing details

Name / Company Name _____ / _____

Signature _____

Director of Company (if applicable) _____

Producer/Production Contact (if applicable) _____

VAT Reg no (if applicable) _____

Invoicing Address:

Trading / Reg address (if different)

Contact:

Tel:

Email:

References

Reference 1:

Name:

Email:

Phone:

Relationship to you:

Reference 1:

Name:

Email:

Phone:

Relationship to you:

Bank Details

Bank Name:

Sort Code:

Account no:

Insurance & Proofs of 2 x Address / 2 x proof of Photo ID

Please attach a copy of your current insurance / insurance purchased for hire & proofs of photographic ID / proofs of address (less than 3 months old) with this form, sent to hire@mutinymedia.co.uk

If purchasing insurance, please visit <https://www.performance-insurance.tv/> to setup an account, please select Mutiny Media UK in the drop down menu when prompted.