

Eccentric Trading Company Limited

Unit 2 Frogmore Estate, Acton Lane, London NW10 7NQ

Telephone 020 8453 1125 Fax 020 8961 4080 www.eccentrictrading.com

Account Application Form

Date 13/06/2016

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Production Company	
Production Title	
Billing Address	
Accounts Telephone Number	
Accounts Fax Number	
Accounts email Address	
Producer Name	
Production Designer Name	
Accountant Name	
VAT registration No./ Vat Exemption Number	
Are Order Numbers required before goods are supplied?	
Registered Company Number	
Registered Offices	
Parent Company / Company Backing Production (For newly formed companies)	

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CONDITIONS OF HIRE ("Conditions")

1. These Conditions (as amended from time to time by the Company at the Company's sole discretion) apply to the hire of any goods (including, without limitation, any furniture, computer hardware/software, computer graphics and other artwork) by the Hirer from the Company.
2. These Conditions are the only conditions upon which the Company is prepared to deal with the Hirer and they shall govern each order for goods by the Hirer from the Company to the entire exclusion of all other terms or conditions (including any terms or conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or other document).
3. Each order for goods by the Hirer from the Company shall be deemed to be an offer by the Hirer to hire such goods subject to these Conditions and no order shall be deemed to be accepted by the Company until a written acknowledgment of order is issued by the Company or (if earlier) the Company delivers the goods to the Hirer.
4. It is the responsibility of the Hirer to provide an authorised representative to accept the ordered goods and give a signed receipt for such goods. Should the Hirer not provide for this he will not be permitted to dispute the facts of delivery etc.
5. The period of hire shall commence at the time when the goods are delivered to, or collected by, the Hirer in the manner and to the person, destination or site indicated by the Hirer in the order.
6. During the period of hire, the Hirer is solely responsible for the hired items and must insure the items with a reputable insurance company against all risks.
7. The Hirer undertakes to keep the hired goods in good condition and to return all of them to the Company in the same order and condition in which they were supplied by the Company.
8. The Hirer shall be responsible for the cost of repairs for damage, from whatever cause, to any hired goods which arise during the period of hire.
9. Goods lost or destroyed during the period of hire, whether or not through the fault or negligence of the Hirer, will be charged to the Hirer's account at the current replacement value.
10. The goods are hired out by the Company on loan to the Hirer. Under no circumstances, shall the Hirer deem the goods sold, or for sale to, or the property of the Hirer, unless otherwise specified in writing by the Company.
11. The charges do not include the cost of delivery to the Hirer or collection by the Company. Should the Company undertake to do so, the costs for such delivery/collection cost shall be payable in full by the Hirer either before or at the time of delivery/collection. Otherwise the Hirer shall be responsible for arranging delivery or collection of the hired goods and for payment of all delivery costs for the hired goods.
12. The Company will endeavour to meet all commitments relating to the hired goods which have been expressly agreed in writing with the Hirer but cannot be held responsible for delays due to circumstances beyond its control.
13. The Hirer agrees that the Company will not be liable for any loss (including, without limitation, loss of profits, revenue, contracts, business, anticipated savings, goodwill, reputation, or any indirect or consequential losses), claims, costs, damages, charges or expenses arising out of or in connection with the use or otherwise of any item hired by the Hirer from the Company.
14. Nothing in these Conditions shall operate to exclude or limit the Company's liability for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
15. The Hirer acknowledges it is his/her sole responsibility to satisfy himself/herself as to the use and/or application of the hired items and the safety thereof, and that where electrical or electronic equipment is to be used, the Hirer will provide a qualified electrician to test and install the equipment.
16. The Hirer agrees and acknowledges that all intellectual property rights including (without limitation) any copyright, database rights and trade marks on, in or relating to software, computer graphics, artwork or any other material created by the Company specifically for the Hirer ("Material") shall vest in the Company. Subject to clause 17 below, the Hirer shall obtain no rights or other interest in such intellectual property rights.
17. Subject to clause 18, the Company grants to the Hirer a non-exclusive royalty free licence to use the intellectual property rights in the Material for use in the television and/or film production specified in the order.
18. The Hirer acknowledges and agrees that any television and/or film production featuring any of the hired goods and/or the Material may only be distributed, exhibited, sold or otherwise made available to the public or commercially exploited once payment for the hire of the goods and/or use of the Material has been made in full to the Company.
19. The goods are provided to the Hirer "as is" and without warranty of any kind, whether express or implied, written or oral. The Company disclaims, to the fullest extent permitted by law, all warranties, whether express or implied, written or oral, with respect to the goods, including any warranty of fitness for a particular purpose.
20. Without prejudice to any of its other rights or remedies, the Company shall have the right at any time by giving notice in writing to the Hirer to terminate any order forthwith if:
 - (a) the Hirer commits a breach of any of these Conditions and, if the breach is capable of remedy, fails to remedy it during the period of 30 days starting on the date of receipt of notice from the Company requiring it to be remedied;
 - (b) the Hirer fails generally to pay its debts when they become due, or is deemed unable to pay its debts, or any creditor of the Hirer becomes entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, licence or other security interest which may for the time being affect any of the assets of the Hirer becomes enforceable;
 - (c) any meeting is convened for the purpose of considering a resolution, or any application or petition is presented or any other step taken, for the purpose of making an administration order against, or for the appointment of an administrator in respect of, or for the winding-up or dissolution of, the Hirer (otherwise than in the course of a reorganisation or restructuring previously approved in writing by the Company), and such action or step is not withdrawn within 30 days; or
 - (d) the Hirer ceases or threatens to cease to carry on its business.

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21. It is agreed and acknowledged by the Production Company that, whilst they are under no obligation to give the Company a credit on the television and/or film production, in the event that the parties otherwise agree in writing that the Company will be given a credit, the Production Company shall ensure that credit is given to the Company (Eccentric Trading Co Ltd) and not to individual employees of the Company, or individuals engaged by the Company (such as freelancers or consultants).

22. If any provision of these Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Conditions which shall remain in full force and effect.

23. No variation to these Conditions shall have any effect unless expressly agreed in writing and signed by an authorised representative of the Hirer and the Company.

24. Failure or delay by the Company in enforcing or partially enforcing any provision of these Conditions will not be construed as a waiver of any of its rights under these Conditions.

25. Except insofar as these Conditions expressly provide that a third party may in his own right enforce a term of these Conditions, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. The validity, construction and performance of these Conditions (and any claim, dispute or matter arising under or in connection with them or their enforceability) shall be governed by and construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with these Conditions or their enforceability.

Consent Signature	
Print Name	
Position	
Date	