

VEHICLE USE LICENCE CONDITIONS

THE CONDITIONS

THESE CONDITIONS ARE INCORPORATED IN THE LICENCE IN THEIR ENTIRETY

1.0. DEFINITIONS

The following terms shall have the following meanings respectively in this Licence:

- 1.1. **“Agreed Value”** The value of the Vehicle as agreed by the Insurer for the Insurance
- 1.2. **“Booker”** **SPOKE HIRE LTD** (Company number: 15150581) whose registered office is at 92 Barcombe Avenue, London, SW2 3BA
- 1.3. **“Collection Address”** The collection address as shown in the Licence
- 1.4. **“Daily Rate”** The additional payment due from the Hirer to the Owner for Permitted OVERRUNS
- 1.5. **“Delivery Address”** The delivery address for the Vehicle as shown in the Licence
- 1.6. **“Finish Date”** The date when the Licence Period ends as shown in the Licence (or any agreed later date as a result of agreed Permitted OVERRUNS)
- 1.7. **“HazSub”** Any organism product waste pollutant contaminant or other substance whether:
 - 1.7.1. in solid or liquid form
 - 1.7.2. gas or vapour
 - 1.7.3. radioactive substances and waste (whether alone or in combination with other substance or matter)which may cause harm to any person(s) or any other living organism or ecosystem air water or land or public health or welfare (other than fuel oil or coolant for the Vehicle)
- 1.8. **“Insurance”** A policy of insurance covering the Use providing fully comprehensive cover for the Vehicle and its use by the Hirer with the Agreed Value and Right to Restore option for the Owner alone and excluding subrogation rights against any relevant insurance policy maintained by the Owner or against the Owner itself
- 1.9. **“Insurer”** An insurer of substance and repute authorised to undertake insurance business in the United Kingdom
- 1.10. **“Licence”** The Vehicle Use for Media Purposes Licence between the Parties and all the Conditions the Rules and any Special Conditions (if any) which all together form the Licence
- 1.11. **“Licence Fees”** The Licence Fee described in the Licence including the costs of arranging for and

	delivery of the Vehicle to and collection from the Hirer and valeting
1.12.	“Licence Period” The period from the Start Date until 23.59 hours on the Finish Date
1.13.	“Location Address” The location(s) where the Vehicle will be used for the Use
1.14.	“Notice Period” 48 hours
1.15.	“Parties” The parties to this Licence
1.16.	“Permitted OVERRUNS” Any extension of the original Licence Period agreed in advance of the expiry of the Licence Period by the Owner
1.17.	“Production” The film television or other media production or other event named in the Licence
1.18.	“Right to Restore” The sole right and exclusive option on the part of the Owner alone (in the event of damage to the Vehicle while the subject of the Insurance) not to agree to write off the Vehicle but to take the Agreed Value and have the Vehicle returned to the Owner for restoration at the Owner's expense
1.19.	“Rules” The rules governing the Use as set out in the Rules
1.20.	“Start Date” The date when the Licence Period commences as shown in the Licence
1.21.	“Schedule” A schedule annexed to these Conditions
1.22.	“Special Conditions” The Special Conditions (if any) forming part of the agreement between the Parties and contained in the Schedule
1.23.	“Use” The use of the Vehicle by the Hirer under the terms of the Licence for the Production
1.24.	“VAT” Value Added Tax
1.25.	“Vehicle” The vehicle described in the Licence which is the subject of the Licence

2.0. BACKGROUND

- 2.1. The Owner owns the Vehicle
- 2.2. The Hirer is engaged in the production of the Production and requires the Vehicle for the purposes of the Production
- 2.3. The Hirer wishes to use the Vehicle for the Use for the Licence Period
- 2.4. The Booker has arranged for the Owner to agree to hire the Vehicle to the Hirer for the Use for the Licence Period in consideration of the payment by the Hirer to the Owner of the Licence Fee
- 2.5. In order to facilitate the safe and secure transfer of the Licence Fees to the Owner and the delivery of the Vehicle to the Hirer the Parties hereby agree that:
 - 2.5.1. the Booker will accept payment of the Licence Fees into its dedicated client account and
 - 2.5.2. the Booker will release the Licence Fees (less its own commissions and all expenses incurred in arranging for and delivering to collecting

from the Hirer and valeting of the Vehicle) to the Owner on delivery of the Vehicle to the Delivery Address

2.6. The Owner has appointed the Booker as its representative to negotiate with the Hirer the terms of the Use and to collect the Licence Fees on behalf of the Owner

3.0. ACKNOWLEDGEMENTS

The Hirer acknowledges and accepts that:

- 3.1. the Vehicle is a valuable vehicle which requires special care when subject to the Use
- 3.2. the Vehicle is needed by the Owner after the Finish Date for other purposes
- 3.3. the Vehicle is of special sentimental value to the Owner
- 3.4. any failure by the Hirer to allow the collection of the Vehicle from the Collection Address on the Finish Date (or any agreed Permitted Overrun) will cause financial and other loss to the Owner

4.0. HIRER'S AGREEMENTS

In consideration of the grant of the Licence by the Owner and of the Owner's agreements contained later in these Conditions the Hirer agrees with the Owner throughout the Licence Period as follows:

- 4.1. To pay the Licence Fees (including any VAT due) in full to the Booker on the signing of this Licence
- 4.2. To pay interest at the rate of ten per centum per annum (10%pa) on any sums due to the Owner which are not paid when due
- 4.3. Not to use the Vehicle except:
 - 4.3.1. for the Use
 - 4.3.2. for the Production only
 - 4.3.3. during the Licence Period only
 - 4.3.4. at the Location Address(es)
- 4.4. Not to cause or permit any breach of relevant planning fire safety and health regulations during the Use
- 4.5. Not to use the Vehicle for any illegal use
- 4.6. To prepare a Health and Safety plan for the Use giving particular attention to the age and condition of the Vehicle and any issues
- 4.7. Not to alter the Vehicle in any way
- 4.8. To insure and pay promptly all premiums due to an Insurer to cover the following in respect of the Use:
 - 4.8.1. public liability in the aggregate sum assured of not less than £10,000,000.00
 - 4.8.2. employer's liability to cover all its employees and contractors (if any) involved in the Useand to produce to the Owner on demand evidence of the currency of the policy and current premium receipts for each of the same
- 4.9. To arrange and pay promptly all premiums due to an Insurer for the Insurance
- 4.10. To indemnify and keep indemnified the Owner fully from and against all costs claims damages and expenses (including legal costs on a solicitor and own client basis) arising out of or as a result of:
 - 4.10.1. the Use
 - 4.10.2. any use of the Vehicle not authorised by the Licence
 - 4.10.3. any use of the Vehicle beyond its capabilities

- 4.10.4. any use of the Vehicle not covered by the Insurance howsoever caused
- 4.10.5. any breach by the Hirer of any relevant statutory and other regulations applicable to the Use or the Production
- 4.10.6. any breach by the Hirer of any of its obligations under the Licence
- 4.11. Not to introduce any HazSub to the Vehicle
- 4.12. To take all necessary precautions to prevent:
 - 4.12.1. the escape of any HazSub introduced or caused by the Hirer from the Vehicle or any distribution of the same around the Location
 - 4.12.2. the discharge of any such HazSub into the drains serving the Location or any watercourse or aquifer
- 4.13. To report the presence of any HazSub which it discovers in or on the Vehicle to the Owner within 24 hours of discovering the same
- 4.14. To take such steps after such discovery to co-operate with the Owner to prevent any spread of any such HazSub around the Location or into any nearby drains or watercourse pending any decision by the Owner as to the most practical course of action
- 4.15. To indemnify and keep indemnified the Owner from and against all consequences (including damages and all costs) of any HazSub introduced by the Hirer to the Vehicle spreading around the Location and to any other vehicles or affecting persons
- 4.16. To undertake the Use strictly in accordance with the terms of the Licence and the Rules
- 4.17. Not to attempt to assign charge transfer or otherwise deal with the Licence in any way
- 4.18. Not to hire out the Vehicle in any way or allow any persons not covered by the Insurance to use it in any way or at any time
- 4.19. To allow and do all things necessary to assist the Owner to collect the Vehicle on the Finish Date from the Collection Address
- 4.20. If the Owner agrees to extend the Licence Period to pay before the Finish Date to the Booker on behalf of the Owner the Daily Rate for the Permitted Overruns
- 4.21. On expiry or termination of the Licence to remove immediately all its goods equipment plant and machinery from the Vehicle
- 4.22. In the event that the Hirer shall not have removed all its goods equipment plant and machinery from the Vehicle on the expiry or termination (for any reason) of the Licence to permit the Owner (which is hereby irrevocably and unconditionally authorised so to do by the Hirer) after such expiry or other termination of the Licence:
 - 4.22.1. to remove all goods equipment plant and machinery remaining in the Vehicle and
 - 4.22.2. to dispose of the same at public auction (without reserve) at its discretion within seven (7) days at any time after removal and as agent for the Hirer and
 - 4.22.3. to apply the proceeds of such disposal against any liabilities of the Hirer to the Owner under the Licence or otherwise or any reasonable expenses incurred by the Owner in the removal and disposal of such goods and equipment plant and machinery and
 - 4.22.4. to account for any excess to the Hirer within 30 days of the completion of any such disposal
- 4.23. In the event of any such disposal to indemnify and keep indemnified the Owner and its agents from and against all costs claims damages and

expenses whatsoever arising out of or as a result of such disposal (including the disposal of items belonging to third parties provided that the Owner shall use reasonable endeavours to avoid the sale of items belonging to third parties)

4.24. On demand to pay on an indemnity basis all reasonable costs and expenses of any kind incurred by the Owner in:

- 4.24.1. removing and disposing of any goods equipment plant and machinery held by the Hirer in the Vehicle on expiry or termination of this Licence
- 4.24.2. seeking to obtain collection of the Vehicle under this Licence
- 4.24.3. repairing or restoring the Vehicle following damage or mechanical failure due to any breach by the Hirer of the Rules
- 4.24.4. discharging any of the liabilities of the Hirer under the Licence whether or not any such expenses are incurred before or after expiry or other termination of the Licence

4.25. Not to overload the Vehicle in any way

4.26. To observe and perform the Rules

4.27. Not to cause the Insurance to be vitiated in any way

4.28. To cease immediately any act which causes or is likely to cause any such vitiation and to ensure that the Vehicle remains insured as required by the Licence

4.29. Not to obscure any emergency signs fire extinguisher notices or any other safety information or equipment in the Vehicle

4.30. Not to change the locks on any part of the Vehicle or fit any security measures or equipment which prevent the Owner having unfettered access and use of the Vehicle after the Finish Date

4.31. On expiry of any notice from the Owner exercising its right to terminate the Licence before the Finish Date to allow and assist the Owner to collect the Vehicle from the Collection Address before 1700 on the date when the Vehicle is to be collected under the terms of the notice

4.32. Not to claim any compensation of any kind from the Owner on expiry or sooner termination of this Licence

4.33. To notify the Owner in the event of any claim against the Hirer from any third party arising from the Use or any failure by the Hirer to observe and perform its obligations under the Licence

4.34. To contact the Booker only (and not the Owner) if the Hirer:

- 4.34.1. requires any information about the Vehicle
- 4.34.2. needs any assistance in the event of mechanical difficulties or any damage to the Vehicle
- 4.34.3. wishes to extend the Licence Period through Permitted Overruns
- 4.34.4. needs to discuss the Vehicle the Use or the Licence for any other reason whatsoever

4.35. To make the Vehicle available for collection by or on behalf of the Owner before 1700 on the Finish Date

5.0. OWNER'S AGREEMENTS

In consideration of the strict performance by the Hirer of all its obligations under the Licence throughout the Licence Period and the payment by the Hirer of the Licence Fees to the Booker on behalf of the Owner the Owner hereby agrees with the Hirer as follows:

5.1. to permit the Hirer to:

- 5.1.1. pay the Licence Fees to the Booker on behalf of the Owner

- 5.1.2. use the Vehicle during the Licence Period only for the purposes of the Use only
- 5.2. to deliver the Vehicle:
 - 5.2.1. to the Delivery Address on or before the Start Date
 - 5.2.2. in clean and tidy condition and suitable for the Use immediately
- 5.3. to collect the Vehicle from the Collection Address on the Finish Date
- 5.4. to procure that the Booker shall issue to the Hirer a VAT invoice in respect of the Licence Fee if the Booker is VAT registered

6.0. GENERAL

It is further agreed between the Parties:

- 6.1. The Licence Period shall end on the earlier of the Finish Date or the expiry of any notice of the Notice Period by the Owner to the Hirer terminating the Licence as a result of any breach by the Hirer of any of its obligations under the Licence
- 6.2. The Owner shall be at liberty to inspect the Vehicle at any time with or without notice to the Hirer
- 6.3. The Owner shall not be:
 - 6.3.1. obliged to repair the Vehicle in the event of mechanical failure or damage during the Use
 - 6.3.2. liable to the Hirer in any way for any delays caused to the Production or the costs incurred in shooting scenes again as a result of any such mechanical failure or damage
 - 6.3.3. liable for any loss of or damage to any of the goods equipment plant or machinery of the Hirer whilst the same are on or in the Vehicle
 - 6.3.4. liable for any injury or mental health problems caused to any occupants of the Vehicle any bystanders or any other persons involved in the Production or within the vicinity of the Vehicle during the Use
- 6.4. Any notice to be served by any of the Parties on any of the others under this Licence shall be:
 - 6.4.1. in writing
 - 6.4.2. sent by first-class pre-paid recorded delivery post or by electronic mail
 - 6.4.3. deemed to have been received by the addressee within 48 hours of posting to the address of the addressee set out in the Licence or within 24 hours if sent by electronic mail to the correct electronic mail address of the addressee in the Licence
- 6.5. If any monies (including any award of damages legal costs or expenses of any kind) which are due from the Hirer to the Owner under the Licence are not paid on the due date then (without prejudice to the rights of the Owner under the terms of the Licence) the unpaid amount shall bear interest from day to day at the rate of four (4%) per centum per annum above Barclays Bank PLC base rate from time to time (minimum total rate 10%pa) until the same is paid to the Owner in full
- 6.6. The Licence shall not create any form of partnership or joint venture between the Parties in any way
- 6.7. If the Hirer is more than one person its agreements under the Licence shall be joint and several and service of notice on one of them shall be deemed to be service of such notice on them all
- 6.8. The Licence is the whole agreement between the Parties and supersedes any previous agreement or other arrangement between them

- 6.9. The Hirer declares that it has not relied upon any oral or written representation from the Owner which induced the Hirer to enter into the Licence
- 6.10. Subject to sub-clause 6.20. below the Licence shall not be varied except in writing signed by or on behalf of each of the Parties
- 6.11. In the event that:-
 - 6.11.1. The Hirer fails to pay any monies due to the Owner at any time or
 - 6.11.2. the Vehicle is damaged or destroyed in some manner or otherwise rendered incapable of reasonable use during the Licence Period or
 - 6.11.3. the Hirer fails to allow and assist in the collection of the Vehicle when required to do so by the Owner under the terms of the Licence or
 - 6.11.4. the Hirer attempts to assign transfer or otherwise deal with the Licence or
 - 6.11.5. the Hirer becomes insolvent or
 - 6.11.6. the Hirer otherwise fails to perform any of its obligations under the Licencethen and in every such case the Owner shall be at liberty to terminate the Licence immediately on notice of the Notice Period at its sole discretion
- 6.12. Thereupon the Hirer shall:
 - 6.12.1. have no right whatsoever to conduct the Use or to retain the Vehicle
 - 6.12.2. have any claim against the Owner
 - 6.12.3. be in possession of the Vehicle without the consent of the Owner provided that such termination shall be without prejudice to any obligation of the Hirer to the Owner under the Licence
- 6.13. The Licence is personal to the Hirer and shall not be capable of being assigned transferred or dealt with in any way
- 6.14. The neuter singular used throughout the Licence in respect of the Parties shall include the plural and all genders
- 6.15. All obligations of the Hirer under the Licence which are not discharged in full to the reasonable satisfaction of the Owner on expiry or termination of the Licence shall be a continuing liability of the Hirer to the Owner notwithstanding such expiry or other termination
- 6.16. Any agreement decision grant of consent or exercise of judgment on the part of the Owner in respect of any matters under the Licence:
 - 6.16.1. shall be at its sole discretion
 - 6.16.2. must be recorded in writing
 - 6.16.3. must be signed by the Owner (or by the Booker on its behalf)
 - 6.16.4. must be sought and obtained from the Owner before the happening of any event to which it relates
- 6.17. All rights of the Owner under the Licence shall be cumulative and no exercise of any such right shall restrict or prejudice the exercise of any other of its rights under the Licence
- 6.18. The failure of the Owner to enforce at any time any of the terms and conditions of the Licence shall not be a waiver of them or of the right to enforce the same at any subsequent time
- 6.19. Each of the Parties shall pay its own costs incurred in negotiating and preparing the Licence
- 6.20. In the event that any part of the Licence is held to be void voidable or illegal the Owner shall be at liberty at its sole discretion:-
 - 6.20.1. to sever such part from the remainder of the Licence or

6.20.2. to amend the offending part so as to achieve the intention of the Parties without illegality or other grounds preventing the enforcement of the Licence

but in all other respects the Licence shall remain in full force and effect

6.21. Solely at the discretion of the Owner the Licence Period may be extended by the Owner from the original Finish Date for the Daily Rate as a Permitted Overrun

6.22. The Hirer shall not be entitled to extend the period of the Use without the consent of the Hirer

6.23. English law only shall apply to the Licence and the Parties hereby submit to the exclusive jurisdiction of the English courts in London

6.24. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Licence and no third party has any rights or entitlements under the Licence for any reason

6.25. The Owner has appointed the Booker as its representative to negotiate the terms of the Licence with the Hirer and to collect the Licence Fees on behalf of the Owner

6.26. The receipt of the Licence Fees by the Booker is a good receipt for the Hirer of payment of the Licence Fees

6.27. This Licence shall only be binding upon the Parties when the Booker is authorised by both the Owner and the Hirer to release the Licence Fees to the Owner and for the Use to commence

SPECIAL CONDITIONS (IF ANY)