

APPOINTMENT OF BOOKER BY HIRER CONDITIONS

THE CONDITIONS

THESE CONDITIONS ARE INCORPORATED IN THE AGREEMENT IN THEIR ENTIRETY

1.0 DEFINITIONS

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

- 1.1. **"Booker Fee"** Fifteen per centum (plus VAT) of the Licence Fees and in addition to them
- 1.2. **"Booking Period"** The period from the Commencement Date until 23:59 on the Expiry Date
- 1.3. **"Agreement"** The appointment by the Hirer of the Booker to which these Conditions apply
- 1.4. **"Commencement Date"** The date of this Agreement
- 1.5. **"Expiry Date"** One calendar year from the Commencement Date
- 1.6. **"Licence"** Any hire agreement in respect of a Vehicle in the standard form issued by the Booker
- 1.7. **"Licence Fees"** The Licence Fees payable to the Owner together with all costs incurred in arranging for delivery of the Vehicle delivering to and collecting it from the Hirer and valeting it
- 1.8. **"Notice Period"** 48 hours
- 1.9. **"Owner"** The owner of the Vehicle(s) named in the Licence
- 1.10. **"Parties"** The parties to this Agreement
- 1.11. **"Schedule"** The schedule (if any) to this Agreement
- 1.12. **"Special Conditions"** All Special Conditions (if any) set out in the Schedule
- 1.13. **"Use"** The use of a Vehicle by the Hirer under the terms of a Licence
- 1.14. **"VAT"** Value Added Tax where applicable
- 1.15. **"Vehicle"** Any Vehicle the subject of a Licence entered into by the Hirer with an Owner during the course of the Booking Period (or beyond the Booking Period if there are any subsequent hires)

2.0 PROVISIONS

- 2.1. The definitions contained in the Licence shall apply to this Agreement where appropriate
- 2.2. If there is conflict between the definitions in this Agreement and the same definition in the Licence then the definitions in this Agreement shall prevail for the purposes of this Agreement only
- 2.3. If there is conflict between this Agreement and the Licence the provisions of this Agreement shall prevail for the purposes of this Agreement only

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3.0 BACKGROUND

- 3.1. The Hirer is engaged in the production of the Production and requires a Vehicle for the purposes of the Production
- 3.2. The Hirer wishes to hire a Vehicle for the Use for the Licence Period
- 3.3. The Hirer wishes the Booker to find a suitable Vehicle for the Use
- 3.4. The Booker wishes to act as the vehicle booker for the Hirer in sourcing and arranging the hiring of a Vehicle for the Use during the Booking Period

4.0 ACKNOWLEDGEMENTS

The Hirer acknowledges and accepts that:

- 4.1 the Booker is entitled to act as the booker for the Owner at the same time as acting for the Hirer
- 4.2 if there is conflict between the interests of the Owner and the Hirer the Booker shall be at liberty to prefer the interests of the Owner in priority to those of the Hirer without any liability to the Hirer for doing so
- 4.3 The Hirer has ensured that its relevant employees or contractors have all read and understood a blank form of the Licence the Conditions annexed to the form of Licence and the Rules and will read the exchanged Licence applicable to the Vehicle which it hires for the Use before the Use commences
- 4.4 If there is a Permitted Overrun the Booker Fee shall apply to the amount of the Permitted Overrun and be added to it
- 4.5 the Booker is entitled to the Booker Fee on any subsequent hire of a Vehicle the subject of a Licence even if such subsequent hire is after the Expiry Date
- 4.6 the terms of this Agreement shall apply to any such subsequent hire
- 4.7 the Booker is not responsible for the state and condition of the Vehicle or its suitability for the Use

5.0 HIRER'S AGREEMENTS

In consideration of the agreements by the Booker contained later in this Agreement the Hirer agrees with the Booker throughout the Booking Period as follows:

- 5.1 if the Hirer agrees to the terms of a Licence to sign and deliver the same promptly as soon as practicable after the draft has been approved by both the Owner and the Hirer
- 5.2 To act with the utmost good faith towards the Booker throughout the Booking Period and beyond if it subsequently hires a Vehicle which it has hired for the Use through the Booker
- 5.3 Not to use any Vehicle except:
 - 5.3.1 for the Use
 - 5.3.2 during the Licence Period
 - 5.3.3 strictly in accordance with the Licence and the Rules
- 5.4 To insure the Vehicle under the Insurance (fully comprehensively in accordance with the Licence) and at its own expense (including Right to Restore provisions and with the Agreed Value) so that the Use (for hire and reward) is covered
- 5.5 To pay the Licence Fees and the Booker Fee to the Booker on signature of a Licence ready for exchange
- 5.6 To pay VAT on any of the Licence Fees and the Booker Fees when required to do so

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- 5.7 To allow the Booker to release the Licence Fees to the Owner on exchange of the Licence and delivery of the Vehicle to the Delivery Address and the Booker is hereby irrevocably authorised to do so by the Hirer
- 5.8 Not to allow any person to drive the Vehicle if they have caused any damage to it previously
- 5.9 Not to assign charge transfer or otherwise deal with this Agreement in any way
- 5.10 Not to hold this Agreement in trust for any person
- 5.11 Not to complain about the Vehicle except in writing to the email address of the Booker in this Agreement
- 5.12 Not to retain the Vehicle beyond the Licence Period (except for a Permitted Overrun) for any reason
- 5.13 Not in any way to hinder or prevent:
 - 5.13.1 inspection of the Vehicle
 - 5.13.2 recovery of the Vehicleby or on behalf of the Booker or the Owner
- 5.14 Not to install any security measures on or in the Vehicle which prevent the Booker or the Owner from having unrestricted access to the Vehicle during or on expiry of the Licence Period or any Permitted Overrun
- 5.15 On expiry of any notice from the Booker on behalf of the Owner exercising any right of the Owner to terminate the Licence before the expiry of the Licence Period to cease using the Vehicle for any purpose and in any way
- 5.16 Not to comment in the media or social media about the Vehicle or the Use except with the prior consent in writing of the Booker on behalf of the Owner
- 5.17 Not to contact the Owner directly in respect of any problems with the Vehicle during the Use but to contact the Booker on behalf of the Owner
- 5.18 To indemnify and keep indemnified the Booker from and against all costs claims damages and expenses whatsoever arising from or as a result of any claims by the Owner or third parties because of the Vehicle or the Use or any use of the Vehicle outside the terms of the Licence
- 5.19 To list the year of manufacture the make and model of the Vehicle and the name and email address of the Booker in the credits at the end of the product of the Production

6.0 BOOKER'S AGREEMENTS

In consideration of the strict performance by the Hirer of all its obligations under this Agreement throughout the Booking Period the Booker hereby agrees with the Hirer as follows:

- 6.1 to seek a Vehicle as described in this Agreement for the Hirer to hire for the Use in the Production
- 6.2 to report to the Hirer on its progress in sourcing a Vehicle
- 6.3 when the Vehicle required by the Hirer is difficult to source to use its expertise to suggest alternatives which are available for hire
- 6.4 to receive the Licence Fees and the Booker Fee from the Hirer into a dedicated and separate account for holding all such fees at its bank
- 6.5 not to release any of the Licence Fees or the Booker Fee until the Licence to which the Licence Fees and the Booker Fee applies has been exchanged and the Vehicle delivered to the Location Address
- 6.6 to pay the Licence Fees to the Owner only on such exchange and delivery
- 6.7 to issue to the Hirer on exchange of the Licence and release of the Licence Fees and the Booker Fee:

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- 6.7.1 an invoice for the Booker Fee (which shall be a valid VAT invoice if applicable)
- 6.7.2 an invoice for all of the Licence Fees on behalf of the Owner (which shall be a valid VAT invoice if applicable)
- 6.8 to liaise between the Hirer and the Owner if the Hirer wishes to retain the Vehicle beyond the Licence Period
- 6.9 if a Permitted Overrun is agreed between the Hirer and the Owner to receive on behalf of the Owner the amount agreed between the Hirer and the Owner for such Permitted Overrun into its dedicated client account
- 6.10 on such receipt to release such agreed amount to the Owner which the Booker is hereby irrevocably authorised to do by the Hirer
- 6.11 to issue to the Hirer an invoice on behalf of the Owner for the agreed amount of the Permitted Overrun on release of that amount to the Owner (which shall be a valid VAT invoice if applicable)

7.0 GENERAL

It is further agreed between the Parties:

- 7.1 The Booker shall be at liberty to inspect the Vehicle at any time during or after the Licence Period or any extension of it on 24 hours notice by email
- 7.2 The Booker shall not be obliged to replace any Vehicle which has ceased to function for the Use
- 7.3 The Booker shall not be liable if any Owner prevents hinders or delays the Use from time to time and shall not be obliged to commence any form of enforcement action against the Owner requiring the Owner to comply with the terms of the Licence
- 7.4 The Booker shall not be liable for any loss of or damage suffered by the Hirer as a result of any defect in the Vehicle or any action or inaction on the part of the Owner
- 7.5 Any notice to be served by any of the Parties on the other under this Agreement shall be:
 - 7.5.1 in writing
 - 7.5.2 sent by first-class pre-paid recorded delivery post or by electronic mail
 - 7.5.3 deemed to have been received by the addressee within 48 hours of posting to the address of the addressee set out at the start of this Agreement or within 24 hours if sent by electronic mail to the correct electronic mail address of the addressee
- 7.6 If any monies (including any award of damages) are due from the Hirer to the Booker under this Agreement are not paid on the due date then (without prejudice to the rights of the Booker under the terms of this Agreement) the unpaid amount shall bear interest from day to day at the rate of ten per centum per annum (10%pa) until the same is paid to the Booker in full
- 7.7 This Agreement shall not create any form of partnership or joint venture between the Parties in any way
- 7.8 If the Hirer is more than one person its agreements under this Agreement 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
- 7.9 The Booker shall not be liable for any injury suffered by the Hirer or any contractor to or employee of the Hirer as a result of the Use or any use of the Vehicle outside the terms of the Licence or any damage caused to any property of the Hirer by the Vehicle

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- 7.10 This Agreement is the whole agreement between the Parties and supersedes any previous agreement or other arrangement between them
- 7.11 The Hirer declares that it has not relied upon any oral or written representation from the Booker which induced the Hirer to enter into this Agreement
- 7.12 Subject to sub-clause 6.21. below this Agreement shall not be varied except in writing signed on behalf of each of the Parties
- 7.13 In the event that:
 - 7.13.1 The Hirer fails to pay any monies due to the Booker within two (2) working days of the due date
 - 7.13.2 the Hirer attempts to assign transfer or otherwise deal with this Agreement or does so or
 - 7.13.3 the Hirer becomes insolvent or
 - 7.13.4 the Hirer causes any damage to a Vehicle or
 - 7.13.5 the Hirer allows any person or entity to use the Vehicle except under the terms of the Licence
 - 7.13.6 the Hirer otherwise fails to perform any of its obligations under this Agreementthen and in every such case the Booker shall be at liberty to terminate this Agreement immediately without notice and thereupon the Hirer shall have no right whatsoever to conduct the Use or have any claim against the Booker or the Owner provided that such termination shall be without prejudice to any obligation of the Hirer to the Booker under this Agreement
- 7.14 This Agreement is personal to the Hirer and shall not be capable of being assigned transferred or dealt with in any way
- 7.15 The neuter singular used throughout this Agreement in respect of the Parties shall include the plural and all genders
- 7.16 All obligations of the Hirer under this Agreement which are not discharged in full to the reasonable satisfaction of the Booker on expiry or termination of this Agreement shall be a continuing liability of the Hirer to the Booker notwithstanding such expiry or other termination
- 7.17 Any agreement decision grant of consent or exercise of judgement on the part of the Booker in respect of any matters under this Agreement:
 - 7.17.1 shall be at its sole discretion
 - 7.17.2 must be recorded in writing
 - 7.17.3 must be signed by a director of the Booker
 - 7.17.4 must be sought and obtained from the Booker before the happening of any event to which it relates
- 7.18 All rights of the Booker under this Agreement shall be cumulative and no exercise of any such right shall restrict or prejudice the exercise of any other of its rights under this Agreement
- 7.19 The failure of the Booker to enforce at any time any of the terms and conditions of this Agreement shall not be a waiver of them or of the right to enforce the same at any subsequent time
- 7.20 Each of the Parties shall pay its own costs incurred in negotiating and preparing this Agreement
- 7.21 In the event that any part of this Agreement is held to be void voidable or illegal the Booker shall be at liberty at its sole discretion:-
 - 7.21.1 to sever such part from the remainder of this Agreement or

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- 7.21.2 to amend the offending part so as to achieve the intention of the Parties without illegality or other grounds preventing the enforcement of this Agreement
- 7.22 but in all other respects this Agreement shall remain in full force and effect
Notwithstanding the issue of an invoice by the Booker for the Licence Fees the Booker shall have no responsibility or liability for the performance by the Owner of any of its obligations under the Licence or for the state and condition of the Vehicle
- 7.23 English law only shall apply to this Agreement and the Parties hereby submit to the exclusive jurisdiction of the English courts in London
- 7.24 The Agreements (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party has any rights or entitlements under it
- 7.25 Both Parties shall keep the existence and contents of this Agreement confidential except as required by law or statute
- 7.26 Any Special Conditions below shall be included in these Conditions

SCHEDULE

SPECIAL CONDITIONS (IF ANY)

These Special Conditions apply to this Agreement: