



# Equipment Dry Hire Terms & Conditions

Last updated: 1<sup>st</sup> February 2026

In order to make a hire go smoothly for you we have the following terms and conditions that all customers must agree to and abide by. These terms are subject to change without notice, the most up to date copy will always be found on our website at <https://www.maddogs.tv/terms-and-conditions-of-hire/> and a hard copy is available upon request.

All customers undertaking a hire must agree to the following, and by signing a delivery note, making an online account application, or acceptance/receipt of our equipment or services acknowledge acceptance of these terms. Where a fast turnaround is required the acceptance of these terms may be back dated accordingly.

## **1. These terms**

- 1.1 These are the terms and conditions on which we supply product(s), equipment or services to you, the client or customer.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide product(s) to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

## **2. Information about us and how to contact us**

- 2.1 We are Maddogs Television Limited, a company registered in England and Wales. Our company registration number is 05390817 and our registered office is at The Dog House, Pound Lane, Copythorne, SO40 2PD. Our registered VAT number is GB857612503
- 2.2 You can contact us by telephoning our customer service team at 02380813847 or by email contacting us at office@maddogs.tv and by post or in person at Mad Dogs Television, The Dog House, Pound Lane, Copythorne, SO40 2PD
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.
- 2.5 Each reference to the singular number shall include the plural and vice versa where appropriate.

## **3. Definitions and Interpretation**

- 3.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Business:	Any business, trade, craft, or profession carried on by you or any other person/organisation;
Contract:	The contract for the hire of Equipment by you from us, as explained in Clause 4;
Equipment:	The tool/s, machine/s, device/s or equipment supplied on hire by Us to you subject to these Terms and Conditions;
Hire:	The hire of the Equipment by you subject to these Terms and Conditions;
Hire Agreement Form:	The form completed and signed by you specifying the details of the Equipment hire by you [in the form of the draft attached as a Schedule to these Terms and Conditions];



Hire Fees:	The total sum payable by you for the hire of the Equipment (not including the Security Deposit or fee for Accidental Damage Waiver);
Hire Period:	The period for which you hire the Equipment in total;
Minimum Hire Period:	The minimum period for which you hire the Equipment is 1 day / 24 hours;
Premises:	Our premises from which you will collect the Equipment and to which you will return it in accordance with Clause 9;
Price List:	Our price list, current at the date of the start of the Hire Period;
Security Deposit:	The sum payable under sub-Clause 6.1 (being our best estimate of replacement cost) to cover the non-return, loss, theft or damage of Equipment hired to you to the extent that any Accidental Damage Waiver issued does not cover it;
We/Us/Our/The Company:	Maddogs Television Limited a company registered in England and Wales. Our company registration number is 05390817 and our registered office is at The Dog House, Pound Lane, Copythorne, SO40 2PD. Our registered VAT number is GB857612503
You/The Client/Customer:	You, the hirer of the Equipment.

#### **4. The Contract**

- 4.1 These Terms and Conditions and the Hire Agreement Form govern the hire of Equipment from us and will form the basis of the Contract between us and you. Before completing the Hire Agreement Form, please ensure that you have read these Terms and Conditions carefully.
- 4.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your completed Hire Agreement Form constitutes a contractual offer comprising the content and terms contained in the Hire Agreement Form and these Terms and Conditions. We may, at our discretion, accept or decline that offer.
- 4.3 A legally binding contract between us and you will be created upon our acceptance of your signed Hire Agreement Form and your payment of the Hire Fees. Our acceptance will be indicated by our signing the Hire Agreement Form, but no contract will be created before or otherwise.

#### **5. Hire Term**

- 5.1 The Hire Period is set out in the Hire Agreement Form.
- 5.2 Unless it is expressly stated otherwise in the Hire Agreement Form, the Hire Period begins at 9:30am on the day which is the first or only day of Hire, and ends at 5:30pm on whichever is the last day of the Hire Period.
- 5.3 You may extend the Hire Period by contacting Us by email or telephone. The Hire Period shall only be extended if and as we agree when you contact us to request an extension. An extension may be made for any time period, subject always to the existence of prior reservations made by other customers. We shall use all reasonable endeavours to satisfy your request for any extension but cannot guarantee the availability of the Equipment to you beyond the end of the pre-existing Hire Period. A fee for each extension to a Hire Period shall be charged at a rate which is our normal daily. That fee shall be payable by you in addition to the Hire Fees and the extension shall only take effect upon our receipt of that fee unless we expressly otherwise agree.
- 5.4 We reserve the right to recall the Equipment immediately at any time. In the event that we exercise this right you will be reimbursed for any and all of the Hire Period remaining or will be issued immediately with



replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to Us on request, we shall provide you with written notice of such failure to return. If the Equipment is not returned to us within 7 (seven) days of such written notice, you shall be deemed to have authorised us to enter your premises and use any reasonable means to recover the Equipment. You shall be liable to us for any reasonable, actual costs associated with such recovery.

- 5.5 A Minimum Hire Period may apply to the Equipment. You may not terminate any Contract in respect of the hire of Equipment prior to the expiry of any Minimum Hire Period. Where you purport to cancel or terminate the Contract where we are not at fault prior to the expiry of any minimum Hire Period, the full charges for the Equipment shall continue to be chargeable for the remainder of the Minimum Hire Period. Except in the event of any breach of this Contract, negligence or wilful misconduct on our part.
- 5.6 Where you are an "individual" (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated.

## **6. Security Deposit**

- 6.1 In addition to the Hire Fees, you may pay a Security Deposit of the amount set out in the Hire Agreement Form by credit or debit card for the Equipment hired no later than when you collect it. We will not release the Equipment to you without the payment of the Security Deposit for it. The Security Deposit for it will be retained by us in full or in part if any of the Equipment is not returned or if any of it is lost, stolen or damaged in any way, to the extent that in any such case it falls outside of the scope or terms of the Accidental Damage Waiver. This Clause **6.1** shall apply whether or not you have any insurance cover.
- 6.2 At the end of the Hire Period, we shall fully inspect the Equipment upon its return by you. If the Equipment requires routine cleaning, sharpening and/or maintenance which is the result of normal wear and tear, you will receive the Security Deposit back in full within 7 business days. In the event that additional cleaning, sharpening and/or maintenance is required we shall retain the Security Deposit in full or in part as appropriate and shall provide you with the reasons for such retention in writing, including all relevant calculations and pricing information.

## **7. Fees and Payment**

- 7.1 The Hire Fees will be determined by reference to the length of the Hire Period, the type and quantity of Equipment, the Price List current at the time of the start of the Hire Period and any additional items which may be included in the Hire, as set out in the Hire Agreement Form.
- 7.2 Payment of Hire Fees, Security Deposit must be made, in part or in full as the case may be, as set out in the Hire Agreement Form, at the commencement of the Hire Period. Payment may be made by cash, credit or debit.
- 7.3 All regular payments of Hire Fees for Hires over 1 calendar month to be made in part and will take the form of regular monthly payments. We will invoice you on a monthly basis. All payments shall be required within 30 days of the date of the relevant invoice.
- 7.4 All Hire Fees and other amounts stated exclude VAT which will be included at whatever is the applicable rate current at the relevant time when an invoice is raised.
- 7.5 If any sum due under this Contract is not paid by the due date on invoices, we reserve the right to charge interest on the overdue amount at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, together with the fixed compensation and reasonable recovery costs permitted under that Act.
- 7.5.1 We reserve the right to suspend any current or future hire services to You if Your account is overdue, without liability to You for any resulting delay or disruption.
- 7.5.2 You shall be responsible for all reasonable costs incurred by Us in recovering any overdue sums, including (but not limited to) administrative costs, legal fees, and third party debt recovery fees.



## **8. Cancellation of Advance Bookings**

- 8.1 If you enter into the Contract at a time or date before the beginning of the Hire Period, i.e. you make a booking in advance, you may cancel the Contract at any time before the start of the Hire Period without liability to us for that cancellation subject to the following:
- 8.2 We reserve the right to impose a cancellation charge on any confirmed and subsequently cancelled or postponed booking.
- 8.2.1 For a Contract cancelled more than 48 hours before the start of the Hire Period, there will be no charge and we will refund to you in full any sums you have already paid to us in respect of the Contract. Where we have made purchases or other expenditure to fulfil a booking clause 8.2.3 below shall also apply.
- 8.2.2 For a Contract cancelled less than 48 hours before the start of the Hire Period, you must pay to Us a proportional cancellation fee of 25% to 75% of the quoted hire charge to cover our lost opportunity to hire the Equipment to another customer (or, if you have already made any payments to us in respect of the Contract, we will deduct and retain that fee from such sums). The specific rate is set out in the Agreement Hire Form. Where we have made purchases or other expenditure to fulfil a booking clause 8.2.3 below shall also apply.
- 8.2.3 The charge we make includes lost opportunity and where applicable will include the costs incurred by us to fulfil the original booking. This includes but is not limited to equipment purchase, cross hire charges or fees we receive, and costs included for manufacture or servicing.
- 8.4 If your cancellation is due to what We reasonably consider to be exceptional circumstances, we may in our discretion reduce or waive any of the cancellation fees detailed above.
- 8.5 We reserve the right to cancel a hire at any time up to 48 hours in advance of the hire. If we exercise this right any payments already made by You will be fully refunded and returned within 7 business days.

## **9. Collection, Hire and Return**

- 9.1 The first day of the Hire Period is the date stated in the Hire Agreement Form.
- 9.2 You may collect the Equipment from the Premises at the start of the Hire Period. You may only collect the Equipment once all payments required under Clause 7 have been made and any insurance requirements set out in Clause 12 have been complied with.
- 9.3 We shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire Period.
- 9.4 In the event that We are unable to provide the Equipment at the start of the Hire Period we shall deliver the Equipment to you at the earliest possible date at our own expense. The total Hire Fees payable by you shall be adjusted accordingly to reflect the non-availability of the Equipment.
- 9.5 We are required by law to provide goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by us. If, during the Hire Period, You discover any damage (pre-existing) or fault with the Equipment during the Hire Period, you should inform us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, we will repair the Equipment (or have it repaired). If we are unable to replace or repair the Equipment (or have it repaired), or if you would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), we will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to you will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which we agree that you are entitled to a refund. Refunds will be made using the same payment method originally used by you unless you specifically request a different method.



- 9.6 At the point of collection and return, a photographic checklist will be provided listing all items supplied. You are responsible for verifying this list. Any discrepancy must be reported before leaving our premises or upon receipt of delivery.
- 9.6.1 All Equipment shall be deemed to have been supplied in good working order, complete and fit for purpose unless You notify Us of any missing items, visible damage or discrepancy at the point of collection or delivery and before the Equipment is used.
- 9.6.2 Any functional fault discovered on first use must be reported to Us within 12 hours of the start of the Hire Period or, where delivery is made, within 12 hours of first use of the Equipment, whichever is later.
- 9.6.3 Any damage, loss or fault reported outside of the timeframes set out above shall, unless We determine otherwise, be presumed to have occurred during the Hire Period and You shall remain responsible for it in accordance with these Terms.
- 9.7 At the end of the Hire Period or any period of extension of Hire agreed by us, you shall return the Equipment to the Premises on the relevant day before the time specified in, as applicable, either sub-Clause 5.2 or the Hire Agreement Form.
- 9.8 Where Equipment is supplied by third parties (cross-hired), such items are provided subject to the third party's own terms and conditions. We act as agent in arranging the hire and accept no liability beyond ensuring delivery and return.
- 9.9 Neither party shall be liable for any delay in delivery caused by events beyond reasonable control, including but not limited to traffic delays, adverse weather, or vehicle breakdown.
- 9.10 All equipment provided by Us where required will include relevant digital recording media as part of the Hire. This storage media is bound by the same terms as the rest of the Hire and must be returned along with all other equipment at the end of the Hire Period. You are not permitted to retain any equipment, specifically including cards and media after the Hire Period without prior written permission from Us. Any incomplete equipment returns may be liable for extension hire charges and/or replacement charges.
- 9.11 All digital recording media (including but not limited to SD cards, CF express cards, SSDs and hard drives) supplied by Us as part of the Equipment are routinely reformatted immediately upon return to ensure readiness for the next hire.
- 9.12 It is the sole responsibility of You, the Hirer, to ensure that all data, media or recordings required from the Equipment and/or media have been successfully transferred, backed up, and verified prior to return.
- 9.13 By returning Equipment to us, you confirm that all data has been removed and grant us permission to erase and overwrite any residual data, including personal or commercially sensitive content.
- 9.14 We shall not be liable for the loss, deletion, corruption or inaccessibility of any data, media or footage left on returned media. No requests for recovery or retrieval of such data can be accommodated once the Equipment has been checked back into our inventory.
- 9.15 If You require assistance in offloading or verifying data prior to return, this must be arranged in advance and may be subject to additional fees.
- 9.16 If you are late in returning the Equipment by more than a day we shall charge you for an additional day's hire at the normal daily rate for that Equipment. The Hire Period will be extended by one day. The provisions of this sub-Clause 9.16 shall continue to apply daily until the Equipment is returned.
- 10. Use and Care of the Equipment**
- 10.1 You may only use the Equipment for the normal purpose for which it is intended.
- 10.2 All Equipment must be used in a safe and correct manner and in accordance with any and all operation and safety instructions or similar documentation provided.



- 10.3 Certain items of Equipment may require specialist training prior to use. You must ensure that such training is provided to those under your authority that will use the Equipment during the Hire Period.
- 10.4 Where Equipment includes licensed software, firmware, or features, these are provided 'as is' for the duration of the hire and must not be copied, transferred or altered in any way. You agree not to remove or tamper with such features.
- 10.5 You may not remove any labels from the Equipment or any part(s) of it.
- 10.6 You may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.
- 10.7 You may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 10.8 You shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 10.9 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by us.
- 10.10 You shall take all reasonable steps to safeguard the Equipment at all times. The Equipment must not be left unattended in vehicles. Where Equipment is unavoidably left in a vehicle, the vehicle must be locked, alarmed where available, and the Equipment must be concealed from view.
- 10.11 All electrical equipment must only be used with the voltage specific to that piece of Equipment.
- 10.12 You must notify us immediately after any breakdown, loss and/or damage to the Equipment.

## **11. Your Responsibilities**

- 11.1 You must not permit any other person to use the Equipment unless and as we may agree with you before or during the Hire Period.
- 11.2 You are responsible for ensuring that you (or any other person) only use the Equipment if you (or they) have no medical or physical condition that might give rise to a risk of injury to you or any other person.
- 11.3 When hiring Equipment You are acknowledging that use of it may carry with it an inherent risk of injury unless all suitable precautions are taken by You. You acknowledge to us that You accept that inherent risk and that our liability will be limited according to Clause 15.
- 11.4 We do not provide any form of insurance and it is therefore your responsibility to ensure that you are covered by suitable insurance for the duration of the Hire Period including any extension of it, including requirements set out in Clause 12 and that insurance should include, but not be limited to, cover for:
  - 11.4.1 loss or theft of or damage to the Equipment where there is no Accidental Damage Waiver or to the extent that such loss, theft or damage is not within the scope of an Accidental Damage Waiver that is added to the Hire; and
  - 11.4.2 personal injury or death save where caused by our negligence or that of our employees, agents or sub-contractors.
- 11.5 All of Equipment is reset to a standardised preset. It is the hirer's responsibility to ensure that all required settings, including but not limited to camera bitrate, shooting format, clip metadata etc, are suitable for your intended requirements. Whilst we can give guidance on how to do this, and recommended settings, it is up to you to ensure these are changed and/or set as required prior to use. Any issues arising as a result of incorrect setup of the hired Equipment are not the fault of Us.

## **12. Title and Risk**



- 12.1 The Equipment shall at all times remain Our property, and You shall have no right, title or interest in or to the Equipment, save the right to:
- 12.1.1 Possession and use of the Equipment, subject to these Conditions, and
  - 12.1.2 Any recordings or photographs made using the Equipment, all rights in which, including copyright, shall be solely vested in You.
- 12.2 The risk in the Equipment shall pass to You as soon as it leaves Our premises (even where the Site for Delivery is agreed between the parties to be the Client's property or other remote location), or upon the transfer of physical possession, whichever is the sooner. The Equipment shall remain at Your sole risk during the Hire Period and any further term during which the Equipment is in Your possession, custody or control (Risk Period) until such time as the Equipment is returned to Our premises. During the Hire Period and the Risk Period, the Client shall, at its own expense, obtain and maintain the following insurances;
- 12.2.1 Occupier's liability insurance covering the premises where the Services are to take place and all people that may provide the Services;
  - 12.2.2 Insurance for the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and against future loss of hire costs that We may suffer (from being unable to rehire the relevant equipment following the Hire Period) and such other risks as We may from time to time nominate in writing. We have the right to view such cover notes or policy schedules giving proof that insurance is in force on Equipment being hired to You. At Our discretion we also have the right to request Our name be added to such insurance as a loss payee and/or co-insured in connection with the Equipment if so required;
  - 12.2.3 Insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as We may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment;
  - 12.2.4 Insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as We may from time to time consider reasonably necessary and advise You;
- 12.3 Until the Equipment is returned to Us and at all times during the Risk Period You shall:
- 12.3.1 Store the Equipment separately from all other equipment held by the Client so that they remain readily identifiable as Our property;
  - 12.3.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
  - 12.3.3 Maintain the Equipment in satisfactory condition;
  - 12.3.4 Notify Us immediately if any loss, theft, damage, accident or breakdown occurs in relation to the Equipment, in accordance with Clauses 10.12 and 14.6; and
  - 12.3.5 Give Us such information relating to the Equipment as We may require from time to time.
- 12.4 All insurance policies procured by You shall be endorsed to provide Us with at least ten (10) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Our request name Us on the policies as a loss payee in relation to any claim relating to the Equipment. You shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 12.5 You shall give immediate written notice to Us in the event of any loss, accident or damage to the Equipment arising out of or in connection with Your possession or use of the Equipment.
- 12.6 You shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Us and proof of premium payment to Us to confirm the insurance arrangements.



- 12.7 Failure to maintain adequate insurance cover as required in clause 12 may result in immediate termination of the hire, and you will remain liable for the full replacement cost of the Equipment and any associated losses as required in clause 8.2

**13. Maintenance**

- 13.1 We shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.
- 13.2 You shall not attempt to make any repairs to the Equipment without our prior written consent. When you contact Us in this regard we shall have the option of replacing the Equipment, repairing the Equipment ourselves or granting you permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either us or you, the responsibility being determined by the reasons for the replacement or repairs.
- 13.3 If parts require replacement during the Hire Period we shall have the option of supplying such parts to you or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 13.4 Any parts and/or substitutes provided under sub-Clause 9.5 shall be replaced free of charge by us provided that such replacement is necessitated by nothing more than normal wear and tear. Additional wear or damage may result in you being charged for the cost of replacement parts, associated labour, and/or the cost of providing substitute Equipment.

**14. Loss and Damage**

- 14.1 You are responsible for, and will be required to indemnify us for, any loss, damage or defect, other than due to normal wear and tear, which may occur to or in the Equipment during the Hire Period (if and as extended).
- 14.2 Any amounts due under this Clause 14 will firstly be taken out of your Security Deposit. If the cost of repairing the damage or defect or replacing the Equipment is, in our opinion, higher than the sum of the Security Deposit, or no Security Deposit is taken, you will be required to pay any excess sum.
- 14.3 You will not be responsible under this Clause 14 or otherwise for any pre-existing damage to or defect or fault in the Equipment that is discovered under sub-Clause 9.5 during the Hire Period.
- 14.4 You are to ensure that Equipment shall be returned in a clean state. A cleaning charge shall be made for equipment returned in an excessively dirty state.
- 14.5 Full details of all amounts due under this Clause 14 are available on request and total replacement equipment values are provided as standard on our quotations.
- 14.6 In the event of any loss, theft or damage to the Equipment, You must notify Us immediately upon discovery.
- 14.6.1 Any theft must be reported to the police within 24 hours and a valid crime reference number must be provided to Us as soon as possible.
- 14.6.2 You shall cooperate fully with Us and any insurers in relation to any claim or investigation.
- 14.6.3 Failure to comply with this Clause may result in You remaining fully liable for the replacement cost of the Equipment and any associated losses.

**15. Liability**

- 15.1 We will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.



- 15.2 We shall be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or other terms of the Contract or as a result of our negligence. Loss or damage is foreseeable only if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.
- 15.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 16. Advice or Recommendation**
- 16.1 Whilst We shall make every effort to assist you with technical advice and experience and may offer generalised advice, We shall not offer any guarantee that You will achieve your intended result by the use of hired Equipment and/or other facilities suggested or provided.
- 16.2 Any advice or recommendation given by us to you or your employees as to the storage, application and use of the Equipment if followed is acted on entirely at Your own risk and accordingly We shall not be liable for any such advice or recommendation.
- 17. How we use your personal information**
- 17.1 We will only use your personal information as set out in our privacy statement/notice available online at <https://www.maddogs.tv/privacy-policy/>
- 18. Termination**
- 18.1 Subject to clause 5.5, either party may terminate the Contract on giving the other party not less than 2 days' notice in writing.
- 18.2 We shall be entitled to terminate the Hire Period and the Contract in the event that:
- 18.2.1 You are in breach of these Terms and Conditions;
- 18.2.2 You have had your personal belongings confiscated in order to satisfy debts; or
- 18.2.3 You have a receiving order made against you.
- 18.3 In the event of termination for any of the above reasons:
- 18.3.1 All payments required under the Contract shall become due and immediately payable; and
- 18.3.2 We shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge you for any reasonable costs involved in such repossession.
- 18.4 In accordance with Clause 5.6 where you are an "individual" (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated.
- 19. Communication and Contact Details**
- 19.1 You may contact us at our branch, by telephone at 02380813847, by email at office@maddogs.tv or by post at Mad Dogs Television, The Dog House, Pound Lane, Copythorne, SO40 2PD
- 20. Complaints and Feedback**
- 20.1 All complaints are handled in accordance with our complaints handling policy and procedure, available using the details in clause 20.2
- 20.2 If You wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Hire Agreement Form, the Contract, or the Equipment, please contact us in one of the following ways:



20.2.1 In writing, addressed to James Bailey, Mad Dogs Television, The Dog House, Pound Lane, Copythorne, SO40 2PD

20.2.2 By email, addressed to James Bailey, at james@maddogs.tv

20.2.3 By contacting us by telephone on 02380813847

## **21. Entire Agreement**

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **22. Force Majeure**

22.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

22.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

22.2.1 Strikes, lockouts or other industrial action;

22.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

22.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

22.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

22.2.5 Political interference with the normal operations.

## **23. Assignment and Other Dealings**

23.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

23.2 You shall not, without the prior written consent of the Business, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

## **24. Survival of Causes of Action**

24.1 The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

## **25. Severability**

25.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

## **26. Indemnities**

26.1 Subject to Clause 26.2, the Hirer shall at all times indemnify Mad Dogs Television, its employees, servants and agents against all actions, costs, claims, proceedings or liabilities arising from or in connection with the Hirer's



use of the Equipment, materials, crew or any other services provided to the Hirer by Mad Dogs Television during the Hire Period, except where such actions, costs, claims, proceedings or liabilities arise from the negligence, wilful misconduct or breach of this Contract by Mad Dogs Television, its employees, servants or agents, in which event Mad Dogs Television shall indemnify the Hirer.

26.2 If a claim is made against the Hirer arising from the Hirer's unauthorised modification or use of the Equipment that allegedly infringes any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, the Hirer shall indemnify Mad Dogs Television against all losses, damages, costs and expenses awarded against or incurred by Mad Dogs Television in connection with the claim or paid or agreed to be paid by Mad Dogs Television in settlement of the claim.

26.3 If a claim is made against the Hirer arising from the Equipment itself that allegedly infringes any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, Mad Dogs Television shall indemnify the Hirer against all losses, damages, costs and expenses awarded against or incurred by the Hirer in connection with the claim or paid or agreed to be paid by the Hirer in settlement of the claim.

**27. Fraud Prevention**

27.1 We are committed to fighting fraud within the Equipment hire industry and will share information, (including CCTV images and copies of documents provided) about suspicious persons and behaviour with other Equipment hire companies via the X-hire Anti-Fraud Network: <https://www.xhire.org.uk> By making an enquiry or booking Equipment with us, you consent to this.

27.2 We reserve the right to withdraw the offer to hire Equipment if we are not satisfied with the veracity of information provided.

**28. Waiver**

28.1 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**29. Variation**

29.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

29.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**30. Law and Jurisdiction**

30.1 These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the products in the courts of England and Wales



**Hire Agreement Form**

**Mad Dogs to Complete:**

Quote/Job Number:

Summary Of Equipment Hire:

Delivery or Collection?

Equipment Hire Dates (Start/Finish):

Hire Duration (total days):

Hire Duration (chargeable days):

Price Quoted:

Payment Terms:

Security Deposit Required:

Authorised Signature:

Name (Print):

Date:

**Agreement Declaration**

By signing this Hire Agreement Form, the undersigned acknowledges and agrees on behalf of the Company/Hirer that:

- The equipment and hire details listed above are correct and have been reviewed.
- The hire is subject to Mad Dogs Television's full Equipment Hire Terms & Conditions as stated above.
- The Company/Hirer accepts full responsibility for the care, use, and return of the equipment as detailed in the Terms.
- Any changes or amendments to this agreement must be confirmed in writing by both parties.

This agreement becomes binding on signature by both parties.

**Hirer to Complete:**

Company Name: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Order Summary: \_\_\_\_\_

Your PO Number: \_\_\_\_\_

Authorised Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_