

JOHN R. COOPER  
33 Stockdale Drive  
Whittle Hall  
Warrington  
Cheshire  
WA5 3RU

## TERMS AND CONDITIONS

### QUICK POINTS

This is an “electronic contract” and you are deemed to have read and understood these Conditions of Business so that such Conditions shall apply in full.

In the circumstances where the risks have been placed on the Customer this is because the Customer is better placed than John R Cooper to insure against loss or damage connected in any way with the Equipment or personnel supplied under these Conditions of Business.

The Customer shall be deemed to have in place an insurance policy covering the range of the risks inherent in the project for which they are using the Equipment or in which they are employing the personnel supplied and it would be impractical for John R. Cooper to enter into a separate policy of insurance every time he hires a piece of equipment to cover losses arising in a project in which he is not directly involved.

If the Equipment (excluding the consumable Equipment) shall be lost stolen destroyed or damaged so as to be incapable of economic repair in the opinion of any insurers of such Equipment any cost payable under any policy of insurance shall be applied in replacing such equipment and if such cost is insufficient the Customer shall be responsible for meeting the balance.

John R. Cooper

[www.johnthecameraman.com](http://www.johnthecameraman.com) | 07947888892

## CONDITIONS OF BUSINESS

### **1. GENERAL**

**1.1 In these Conditions of Business (“the Conditions”) the following terms shall, unless the context otherwise require, have the following meanings: -**

**1.1.1** John R. Cooper is “the company” and is to be named on any order

**1.1.2** “The Customer” shall be the person body firm or company dealing with John R. Cooper

**1.1.3** “The Hire Period” shall begin on the date on which the Equipment is made available to the Customer or dispatched to the Customer by John R. Cooper and the Hire Period shall end on the date specified within the order.

**1.1.4** “The Hire Charge” shall be the charge set out in the order for the hire of Equipment (excluding Consumable Equipment) calculated at the rate specified by John R. Cooper prior to the Equipment being made available and the cost of the consumable Equipment as specified on John R. Cooper’s order.

**1.2 These Conditions shall apply to all transactions for the hire and for:**

**1.2.1** The sale of Equipment and for the provision of services (including the services of technicians and other personnel) by John R. Cooper to the Customer and constitute the entire agreement between John R. Cooper and the Customer to the exclusion of any other terms and conditions save to the extent of any variation waiver of or addition to the Conditions expressly agreed in writing and signed by a director on behalf of John R. Cooper.

## **2. DELIVERY AND RISK**

**2.1** Unless the order provides otherwise in writing, delivery will take place on collection of the Equipment by or on behalf of the Customer at the premises of John R. Cooper.

**2.2** Where the Equipment is to be dispatched to an address specified by the Customer John R. Cooper shall be deemed to have delivered the Equipment when John R. Cooper notifies the Customer that the Equipment is ready for dispatch and such dispatch shall be at the risk of the Customer.

**2.3** The risk in the Equipment shall pass to the Customer at the time of delivery and the Customer shall thereafter be liable for all loss and damage to the Equipment whether or not the Equipment has been dispatched by John R. Cooper or collected by the Customer or is in the custody of John R. Cooper.

**2.4** Time shall not be of the essence of any contract with the Customer and John R. Cooper shall not be liable for any loss whatsoever arising out of delay by John R. Cooper.

**2.5** John R. Cooper reserves the right to request in the order a reasonable deposit or security as a pre-requisite to any hire or delivery of the Equipment.

## **3. ACCEPTANCE**

**3.1** The Customer is deemed to have accepted the Equipment unless the Customer having tested the Equipment gives notice in writing to John R. Cooper of any defects on the date of delivery. If the Customer fails to give such notice the Equipment shall be presumed to have been delivered by John R. Cooper and to have been accepted by the Customer.

## **4. INSURANCE**

**4.1** The Customer undertakes that it has sufficient insurance against loss or damage to its full replacement value as new and against all liability and consequential risks with an insurer of repute. Such insurance policy shall be marked “without recourse against John R. Cooper” and shall be endorsed with a note of John R. Cooper’s interest in the Equipment and the Customer will on demand produce to John R. Cooper the policy of insurance and the receipt for the current premium.

**4.2** In the event that the Customer is or becomes in breach of clause 4.1 John R. Cooper shall be entitled to refuse to permit the Equipment to be collected or dispatched from the premises of John R. Cooper but any such refusal shall not affect the commencement of the Hire Period.

**4.3** If the Equipment (excluding the Consumable Equipment) shall be lost, stolen, destroyed or damaged so as to be incapable of economic repair in the opinion of any insurers of such Equipment, any cost payable under any policy of insurance shall be applied in replacing such equipment and if such cost is insufficient the Customer shall be responsible for paying the balance, including and subsequent hire loss resulting.

## **5. SPECIFICATION, SUITABILITY AND CONDITION**

**5.1** The Customer is solely responsible for inspection and determining that the Equipment is suitable for the intended use by the Customer.

**5.2** Save to the extent excluded by statute or as otherwise herein provided the Customer takes the Equipment in its actual state and condition on delivery and John R. Cooper gives no express or implied guarantee or representation warranty as to the description, quality, suitability, fitness for any purpose or otherwise of the Equipment.

**5.3** Although John R. Cooper will use all reasonable endeavours to sell and hire Equipment in proper working order the parties engagement is entered into on the basis

that on delivery the Customer will inspect all Equipment (other than Consumable Equipment) for completeness correct functioning and fitness for the intended purpose.

## **6. PRICES PAYMENT AND INTEREST**

**6.1** Orders for use of the Equipment are accepted by John R. Cooper only on the basis of the price agreed between the parties prior to or at the date of delivery and in any event within the order.

**6.2** Unless the order otherwise provides all prices are ex works and exclude all packaging dispatch and transport charges and all value added tax and any other tax duty levy or other similar charge all of which will be separately invoiced and be payable by the Customer.

## **7. HIRE CONTRACTS**

**7.1** Unless the order states otherwise, the Hire Charge shall be paid in full at the commencement of the Hire Period.

**7.2** The Hire Charge shall, if required to be paid in instalments, continue to be payable by the Customer until the Equipment is returned at the expense of the Customer to the premises of John R. Cooper.

**7.3** In the event that the Equipment is damaged during the Hire Period, the Hire Charge shall continue to be payable by the Customer until the Equipment (if capable of repair) is repaired or if damaged beyond repair or lost until the Equipment is replaced.

**7.4** The Customer shall pay for Equipment on delivery or if the order so provides no later than 30 days after the date of John R. Cooper invoice.

**7.5** Interest will be charged at a rate of 3.5% above the base rate from time to time prevailing of the Bank of Scotland on all sums outstanding after the due date for payment.

**7.6** No claim or counterclaim against John R. Cooper shall entitle the Customer to withhold from John R. Cooper any sums due to John R. Cooper under this or any other legal arrangement with John R. Cooper.

## **8 LIABILITY**

**8.1** The Customer acknowledges that in all its dealings with John R. Cooper it is relying on its own knowledge of the purpose for which the Equipment is required or personnel are contracted and the Customer is accordingly, responsible for all losses and liabilities of whatever nature arising out of this contract including (without limitation) any arising from any failure or non-delivery of Equipment or negligence of personnel supplied by John R. Cooper.

**8.2** John R. Cooper shall not in any circumstances be liable for any special indirect or consequential loss or damage of any type whatsoever or howsoever arising which shall include but not be limited to loss of profits, loss of opportunity, loss of goodwill, notwithstanding that such loss or damage is due to John R. Cooper's default or personnel supplied by John R. Cooper.

## **9 CUSTOMER'S OBLIGATIONS**

**9.1** The Customer will not during the Hire Period or in the event of a sale before payment in full to John R. Cooper sell, offer for sale, loan, assign, pledge, mortgage, encumber, part with possession or suffer any lien to be created over the Equipment or by any other act or omission prejudice or jeopardise John R. Cooper's rights or interest in the Equipment.

**9.2** The Customer will ensure that the Equipment remains at all times during the Hire Period in its custody and is handled and used by exercising all reasonable care and skill only by persons with appropriate qualifications who are familiar with the type of Equipment in question and in accordance with any operating instructions issued by the manufacturer or by John R. Cooper.

**9.3** The Customer shall at all times during the Hire Period keep the Equipment in good and substantial repair condition and properly serviced and maintained and shall bear the expense of replacing all worn and damaged parts thereof and the Customer shall protect the Equipment from the elements and from loss or damage by the acts or omissions criminal or otherwise of third parties.

**9.4** The Customer shall be responsible for and shall indemnify John R. Cooper in respect of all loss which John R. Cooper may suffer as a result of any cancellation or any variation of any order for the hire or sale of Equipment or services or failure to return any Equipment hired from John R. Cooper to John R. Cooper's premises at the expiration of the Hire Period in good condition except in the case of durable Equipment only for fair wear and tear.

**9.5** The Customer will not during the Hire Period without the prior written consent of John R. Cooper use the Equipment in any abnormal or hazardous manner or location or take the Equipment out of Great Britain or take the Equipment in an aircraft other than on a regular scheduled flight by a reputable airline or take the Equipment on a boat or hovercraft or train other than on a regular sailing by a reputable shipping company or on the Eurostar train service.

**9.6** The Customer shall obtain effect and keep effective all permissions licences and permits which may from time to time be required in connection with the business of the Customer and the use of the Equipment and the premises where the Equipment is situated and shall comply with all statutory and other obligations of all kinds in relation to the Equipment and the use thereof.

**9.7** The Customer shall permit John R. Cooper or its duly authorised representatives at all reasonable times to inspect the Equipment and for that purpose to enter upon any premises on which the Equipment may be situated and shall grant to John R. Cooper or duly authorised representatives reasonable facilities for such inspection.

**9.8** The Customer agrees to indemnify and keep indemnified John R. Cooper and its directors, employees and agents against all actions proceedings, costs, charges, claims, expenses and demands whatsoever brought against John R. Cooper its directors, employees or agents in respect of any injury or damage occurring as a result of the use or presence of the Equipment or the condition thereof at any time from the commencement of the Hire Period until the end of the Hire Period or physical possession of the Equipment is otherwise re-taken by John R. Cooper.

**9.9** The Customer shall at the end of the Hire Period or (if earlier) on the termination of the hiring contract return the Equipment in such good working order and condition as required by the Conditions at its own risk and cost to the premises of John R. Cooper or to such other address in the United Kingdom as John R. Cooper may reasonably direct in writing.

## **10. TERMINATION**

**10.1** In any of the following circumstances John R Cooper may immediately terminate the hiring of the Equipment: -

**10.1.1** If the Customer shall fail to pay on the due date any instalment of the Hire Charge or any other sum or sums to be paid by the Customer, it shall otherwise be in breach of any of the terms of these Conditions.

**10.1.2** If the Customer being an individual shall be adjudicated bankrupt or enter into any voluntary arrangement with his creditors or if any distress or execution shall be levied or threatened on any of the Customer's property.

**10.1.3** If the Customer being a corporation a winding up order is made against the Customer or if the Customer shall call any meeting of its creditors or pass any resolution for the winding up of the Customer (otherwise than for the purposes of amalgamation or reconstruction) or if an administrator is appointed or if a receiver is appointed over all or any of the Customer's assets or if the Customer makes any arrangement for the benefit of its creditors or if any distress or execution shall be levied or threatened on any of the Customer's property.



**10.1.4** If the Customer suffers any act or thing or permits any act or omission which in the reasonable opinion of John R. Cooper prejudices or puts in jeopardy the rights of John R. Cooper in the Equipment.

**10.2** Upon the termination of these Conditions for whatever reason the Customer shall be entitled to take all such steps as in the reasonable belief of John R. Cooper are necessary for the protection of the Equipment including entry upon any premises upon which the Equipment may be kept or where John R. Cooper reasonably believes the hired Equipment be kept in order to recover such Equipment and where such premises are not occupied by or under the control of the Customer the Customer undertakes to use its best endeavours to assist John R. Cooper or its duly authorised representatives to enter such premises for the purposes of recovering all the Equipment

**10.3** The Customer will on demand indemnify John R. Cooper in full for any loss or damage to the Equipment and for all costs and expenses which John R. Cooper may incur in recovering the Equipment and for all and any other losses (including loss of use) which John R. Cooper may suffer by reason of the breach by the Customer of these Conditions.

## **11 SCREEN CREDITS**

**11.1** When John R. Cooper supplies Equipment and services for use on a production on which technical credits such as those relating to camera hire, lenses or grip services are given John R. Cooper shall permit and the Customer shall procure for John R. Cooper a screen credit. Such screen credit shall be included in all negative and positive prints or videotape on the card or roller usually devoted to such credits.

## **12 FORCE MAJEURE**

**12.1** John R. Cooper shall not be liable for any loss or damage or injury of any kind or whether direct or indirect or consequential or otherwise resulting from any circumstances whatsoever beyond the control of John R. Cooper including (but without limitation) all riot civil commotion, strike, lock-out, fire, flood, explosion, requisitions, insurrections, terror and acts of God.

## **13 WAIVER**

**13.1** No delay or indulgence on the part of John R. Cooper in enforcing the terms and conditions of these Conditions shall constitute a waiver by John R. Cooper of any of its rights under these Conditions nor act as a bar to the exercise or enforcement thereof at any later time nor shall the acceptance by John R. Cooper of the return of the Equipment nor the re-possession of the Equipment by John R. Cooper constitute such a waiver.

## **14 PERSONAL**

**14.1** These Conditions are personal to the Customer who may not assign it nor permit any person other than the Customer or its duly authorised employees or representatives or any technician whose services are provided by John R. Cooper to use the Equipment.

## **15 SEVERABILITY**

**15.1** If any of these Conditions or any part of any Condition is determined by any Court or Tribunal of competent jurisdiction to be illegal void or unenforceable such Condition or such part thereof such be deemed to be deleted from these Conditions from the date of such determination or such earlier date as the Court or Tribunal may order but in all other respects these Conditions will remain in full force and effect.

## **16 NOTICES**

**16.1** Any demand notice or other communication required to be given under these Conditions shall be in writing and shall be sufficiently served if delivered by hand facsimile transmission or prepaid registered or recorded delivery post addressed to the other party at in the case of John R. Cooper its registered office for the time being and in the case of the Customer at such address as is specified in the hire contract or sales invoice and any such demand notice or communication shall be deemed to have been served if delivered by hand on delivery or if sent by facsimile transmission at the time of successful transmission or if sent by prepaid registered or recorded delivery post forty-eight (48) hours after posting.

## **17 INTERPRETATION**

**17.1** The headings in these Conditions are for ease of reference only and shall not affect the construction of these Conditions.

## **18 CANCELLATION**

**18.1** Upon the agreement between Client and John R Cooper of a forthcoming shoot, the client will need to inform John R Cooper by way of email or in writing with regard to any cancellation of such contract not within 48 hours of the day of commencement. Cancellation within 48 hours of the day of commencement will incur a penalty of 50% of the total agreed contractual fee for the entire shooting term. Cancellation within 24 hours of the day of commencement will incur a penalty of 100% of the total agreed contractual fee for the entire shooting term.

## **JURISDICTION**

These Conditions shall in all respects be governed and construed in accordance with the laws of England and Wales and the Customer hereby submits irrevocably to the jurisdiction of the English Courts.