

**BBC STUDIOS AND POST PRODUCTION
TERMS OF TRADE FOR THE HIRE OF GOODS AND SERVICES
FROM APPROVED LIGHTING CONTRACTORS**

These Terms of Trade shall govern each and every hire of Goods and/or Services by BBC Studios and Post Production from BBC Studios and Post Production approved lighting contractors subject only to any special conditions contained within the Purchase Order.

PART A: CORE TERMS

1. Definitions

"BBC" means the British Broadcasting Corporation of Broadcasting House, Portland Place, London W1A 1AA. "BBC Studios and Post Production" means BBC Studios and Post Production Limited to whom the Supplier is providing the Goods and/or Services under the Contract and BBC Studios and Post Production shall be deemed to include all its relevant officers, servants and/or agents; "The Contract" means these Terms of Trade, the Purchase Order (if any) and if none the specification for the provision by the Supplier of the Services; "The Contract Period" shall be as defined in the Contract; "The Contract Price" means the price payable by BBC Studios and Post Production to the Supplier as specified in the Contract; "Dry hire" shall mean the hire of goods where no staff or operators are supplied by the Supplier; "The Goods" means any item(s) to be constructed, manufactured or provided by the Supplier pursuant to the Contract or in the case of Services the physical product(s) of the Services; "The Purchase Order" means the documentation provided by BBC Studios and Post Production containing details of inter alia, the Contract Price, the Contract Period and Special Conditions where appropriate; "Replacement Value" shall mean the replacement value of the goods or facilities net of any salvage value and all trade discounts available to the Supplier; "Special Conditions" shall mean any amendments or additional conditions specified in the Purchase Order which shall take precedence over these Terms of Trade; "The Services" means any services to be provided by the Supplier pursuant to the Contract (which will include where appropriate any equipment/materials provided by the Supplier to perform the Services); "The Supplier" shall be the organisation or individual named in the Contract responsible for providing the Services under the Contract and the Supplier shall be deemed to include all its relevant officers, servants and/or agents; "Wet hire" shall mean the hire of goods and/or facilities where the Supplier also supplies all staff and/or operators.

2. Existence of Contract

The Contract shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which the Supplier and/or BBC Studios and Post Production may purport to apply, except as otherwise set out in the Special Conditions.

3. Good Faith/Outside Activities

The Supplier shall act in good faith towards BBC Studios and Post Production and shall not bring the BBC or BBC Studios and Post Production into disrepute nor, without the prior consent of BBC Studios and Post Production, make any reference to it in association with any advertising or other promotional material or write for publication or speak in public about the BBC or BBC Studios and Post Production or its affairs.

4. Contract Period

The Contract shall be for the period or date(s) as specified in the Purchase Order subject always to Clause 12.

5. Contract Price/Payment

- 5.1. In consideration for the Goods, Facilities and/or Services provided under the Contract BBC Studios and Post Production shall pay to the Supplier the Contract Price exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clauses 5.2, 5.3, 5.4.1 and 5.4.2 below.
- 5.2. The Supplier shall submit a valid VAT invoice for the whole or any part of the Contract Price to BBC Studios and Post Production at the address as specified in the Purchase Documentation quoting the relevant Purchase Documentation number and the Supplier and BBC Studios and Post Production agree that BBC Studios and Post Production shall pay such sums as are due by the end of the month following the month in which the invoice is dated.

5.3. BBC Studios and Post Production reserves the right to withhold payment where the Goods, Facilities and/or Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly. BBC Studios and Post Production shall give reasons for the withholding of the payment and shall only be entitled to withhold that amount indicated as in dispute. If any sum of money shall be recoverable from or payable by the Supplier under this or any other contract with the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under this or any other contract with the Supplier. Exercise by BBC Studios and Post Production of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise, at law or in equity.

5.4.

5.4.1. Subject to Clause 5.3 above and to Clause 5.4.2 below, in event that BBC Studios and Post Production fails to make payment in accordance with Clause 5.2 above the Supplier shall be entitled to charge BBC Studios and Post Production interest from the date specified for payment of the principal in Clause 5.2 upon the unpaid amount of the principal at the rate of 4% per annum above the Bank of England base rate in force from time to time until payment of the principal is made in full PROVIDED THAT written notice shall be given by the Supplier that the amount has not been paid and specifying the total amount of interest owed at the date of the notice, and, if the principal has not been paid, the daily rate at which the interest will continue to accrue; the invoice or invoices to which the interest relates; the addressee to whom and address to which payment should be made.

5.4.2. In the event that any sum is agreed between the parties or found to be due to the Supplier following the withholding of payment referred to in Clause 5.3 above, BBC Studios and Post Production will pay interest on that sum in accordance with 5.4.1 above from the date on which BBC Studios and Post Production would otherwise have paid that sum pursuant to Clause 5.2 above.

6. Standards

- 6.1. The Supplier shall ensure that any Goods and/or Services are fit for their intended purpose and where appropriate in the case of Goods are of good construction, suitable and sound material and adequate strength, and have been tested prior to delivery.
- 6.2. In the event that the Goods are damaged or malfunctioning in any way the Supplier shall upon receipt of notification use its best endeavours to replace and/or repair such faulty goods within a reasonable period of time. The Supplier shall notify BBC Studios and Post Production immediately of the estimate time for replacement and/or repair.
- 6.3. The Supplier shall be competent to fulfil its obligations under the Contract (which includes having relevant experience, training and/or qualifications), use reasonable care, skill and diligence whilst discharging its obligations under the Contract, perform the Contract in a timely and professional manner and hold any licence, permit and/or certificate required by law for the performance of the Contract.

7. Security/Access/Inspection

- 7.1. The Supplier shall arrange where appropriate to collect from BBC Studios and Post Production identity cards or entry permits which shall be displayed whilst on BBC or BBC Studios and Post Production's premises and shall surrender these to BBC Studios and Post Production either when its obligations under the Contract have been discharged or upon termination pursuant to Clause 12 whichever is the earlier.
- 7.2. The BBC or BBC Studios and Post Production reserves the right to request identification of the Supplier and conduct random security checks of its possessions and vehicle(s) whilst on BBC or BBC Studios and Post Production premises.
- 7.3. BBC Studios and Post Production shall afford to the Supplier with prior agreement such access to BBC or BBC Studios and Post Production premises and such general BBC or BBC Studios and Post Production facilities (for example, catering and sanitary) at

BBC or BBC Studios and Post Production premises as the Supplier may reasonably require to fulfil its obligations under the Contract. The BBC or BBC Studios and Post Production reserves the right to refuse admission to or order the removal from BBC or BBC Studios and Post Production premises any person whom the BBC or BBC Studios and Post Production deems unacceptable for whatsoever reason.

7.4. Notwithstanding anything else contained in this Agreement, in the event that BBC Studios and Post Production unreasonably exercises its rights under Clause 7.3 above the Supplier shall not be liable for any breach of its obligations which can be shown to be caused directly as a result of BBC Studios and Post Production unreasonably exercising its rights under Clause 7.3.

7.5. The Supplier shall afford to BBC Studios and Post Production with prior agreement such access to the Supplier's premises or such other premises as BBC Studios and Post Production may reasonably require for inspection of any equipment/materials provided under the Contract.

8. Health/Safety/Fire

8.1. The Supplier shall comply with all current relevant:

8.1.1. health, safety and fire legislation and official codes of practice and guidance;

8.1.2. the BBC and BBC Studios and Post Production's health, safety and fire requirements, codes of practice and guidance, details of which BBC Studios and Post Production shall provide to the Supplier.

8.2. Where the health, safety and fire requirements of the Contract are additional to or differ from those specified in sub-clause 8.1 BBC Studios and Post Production and the Supplier shall agree such requirements in advance of the Supplier discharging its obligations under the Contract and shall exchange such information as is necessary for that purpose.

9. Liability and Insurance

9.1. Neither party excludes or limits liability to the other party for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

9.2. Subject always to sub-clause 9.1, in no event shall either party be liable to the other for :

9.2.1. loss of profits, business, revenue, goodwill or anticipated savings, and/or

9.2.2. indirect or consequential loss or damage.

9.3. Each party shall arrange and maintain Public Liability Insurance, and where applicable Product Liability Insurance, with an adequate indemnity limit which shall be no less than two million pounds sterling (£2,000,000) with scope of cover appropriate to the Goods and/or Services provided under the Contract in respect of any one claim or incident.

9.4. The Supplier shall be responsible for insuring any equipment such as motor vehicles, aircraft, marine vessels or mobile plant provided by and under the control of the Supplier to perform the Contract against loss or damage and liabilities to third parties and anyone carried in or on such equipment.

9.5. Where the Supplier engages a sub-contractor in accordance with Clause 19 the Supplier shall ensure that the requirements as specified in this Clause 9 extend to cover the legal liabilities of the sub-contractor or the sub-contractor holds its own insurance in accordance with sub-clauses 9.3 and 9.4 and the sub-contractor complies with the requirements as specified in this Clause 9.

10. Clearance of Third Party Rights

Except as otherwise agreed, the Supplier shall obtain all necessary consents, permissions and/or clearances in third party rights (whether copyright, intellectual property rights or otherwise) and shall hold BBC Studios and Post Production harmless in respect of the same so that BBC Studios and Post

Production shall be entitled to use the Goods provided or the result of the Services without liability to any third party.

11. Confidentiality

Except where necessary on a "need to know" basis, the Supplier shall keep confidential any information communicated in confidence or relating to the business of the BBC or BBC Studios and Post Production and which is obtained as a result of its relationship with BBC Studios and Post Production under the Contract.

12. Termination

- 12.1. Either party may terminate the Contract immediately if the other is in breach of any term of the Contract and fails to remedy such breach (if capable) of remedy within 30 days (or such other reasonable period agreed between the parties having regard to the circumstances of the breach) of having received written notice of the breach.
- 12.2. Without prejudice to any sum due and owing to either party at the date of termination either party may terminate the Contract with immediate effect in writing if there has been a material breach by the other party of its obligations under the Contract.
- 12.3. Either party may terminate the Contract with immediate effect in writing if the other party commits an act of bankruptcy, or makes any composition or arrangement with its creditors, or goes into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the winding up of the other party, or if it ceases or prepares to cease trading, or if it suffers the appointment of a receiver or administrator of the whole or part of any of its assets.
- 12.4. Either party may terminate the Contract with immediate effect in writing if there is a change of control of the other party. For the purposes of this sub-clause 12.4, "control" means the ability to direct the affairs of the other party whether by virtue of contract, ownership of shares or otherwise howsoever.
- 12.5. Either party may terminate the Contract with immediate effect in writing if the continued performance thereof is prevented by reason of any event beyond the reasonable control of BBC Studios and Post Production or the Supplier (any such occurrence being deemed an event of Force Majeure).
- 12.6. Termination of the Contract howsoever arising shall be without prejudice to any right of action accruing or already accrued to either party at the date of termination.
- 12.7. Upon termination of the Contract for whatsoever reason BBC Studios and Post Production shall unless otherwise agreed in writing return the Goods in the event of Dry Hire to the point of delivery agreed between the parties and evidenced in the Purchase Order and in any event the Goods shall be returned in the condition in which they were received subject to reasonable wear and tear which shall be judged in accordance with age of the Goods at the date of the Contract and the Contract Price.
- 12.8. The rights and obligations of either party arising under Clauses 3, 4, 11, 12, 16, 18, 19, 20, 22, 23, 24, 33, and 34 and Annex A, Clause 9 shall survive termination of the Contract.

13. Equal Opportunities Requirements

The Supplier shall:

- 13.1. comply with all current relevant anti-discriminatory legislation (for example, race relations, equal pay, fair employment and disabled persons employment);
- 13.2. comply with the BBC Studios and Post Production's equal opportunities policy, details of which BBC Studios and Post Production shall provide to the Supplier. Where the Supplier employs more than one hundred (100) individuals and its registered office is in the United Kingdom the Supplier shall provide, if requested by BBC Studios and Post Production, a written statement of the Supplier's own equal opportunities policy and an adequate explanation of how the policy will be effected over time;

13.3. use all reasonable endeavours to adhere to the current relevant Codes of Practice published by the Equal Opportunities Commission, the Commission for Racial Equality, the Department of Employment and the Fair Employment Commission (Northern Ireland).

14. Environmental Requirements

The Supplier shall comply with all current relevant environmental legislation and shall provide, if requested by BBC Studios and Post Production, a written statement of the Supplier's own environmental policy.

15. Year 2000 Compliance

15.1. Where applicable, neither the performance nor the functionality of the Goods and/or Services will be affected by dates prior to, during or after the Year 2000. In particular:

15.1.1. no value for current date will cause any interruption in operation;

15.1.2. date-based functionality must behave consistently for dates prior to, during and after Year 2000;

15.1.3. in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules; and

15.1.4. Year 2000 must be recognised as a leap year.

15.2. The Supplier warrants and represents that the Goods and/or Services being supplied or used in performance of the Contract shall possess the capability to record or process and or utilise data including but not limited to dates occurring up to, including and following 01/01/2000.

16. Compliance

If requested by the other party, the other party shall provide evidence of compliance with any of its obligations under the Contract.

17. Notices

Any notice required to be given pursuant to the Contract shall be in writing and sent either by hand, prepaid recorded delivery, registered post, pre-paid first class post or fax transmission to BBC Studios and Post Production or the Supplier at the address as specified in the Purchase Order and any such notice shall be deemed to have been received by the addressee at the time of delivery.

18. Waiver

The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter. No waiver of any term or condition of the Contract shall operate as a waiver of another or constitute a continuing waiver.

19. Assignment/Sub-contracting

19.1. The Supplier shall not without the prior consent of BBC Studios and Post Production assign or sub-contract any of its rights or obligations under the Contract to any third party.

19.2. Any sub-contractor engaged by the Supplier in accordance with sub-clause 19.1 shall be subject to the same obligations as the Supplier is subject to under the Contract and the Supplier shall do all things necessary to ensure that the sub-contractor complies therewith.

20. No Agency, Partnership or Joint Venture

Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind BBC

Studios and Post Production or to contract in the name of or create a liability against BBC Studios and Post Production in any matter whatsoever.

21. Variation

Any amendment or variation to the Contract shall be made by prior written agreement between the parties.

22. Severability

The unenforceability of any single provision of the Contract shall not affect any other provision thereof. The parties hereby agree to use their best endeavours to substitute for any unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the unenforceable provision.

23. Whole Contract

Without prejudice to the rights of either party in respect of fraudulent misrepresentation, the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

24. Law

The Contract shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

PART B: ADDITIONAL TERMS FOR SERVICES

25. Expenses

Where the Contract Price does not include travel and subsistence expenditure the Supplier shall where agreed in advance be entitled to reimbursement of its reasonable travel and subsistence expenditure which shall have VAT applied at the appropriate rate. The level of such expenditure (which shall be net of recoverable VAT) and terms of payment shall be agreed in writing between BBC Studios and Post Production and the Supplier in advance of the Supplier discharging its obligations under the Contract. Any claim made without evidence of such expenditure incurred and approval therefore will not be reimbursed by BBC Studios and Post Production.

26. Replacement of Named Individual(s)

Where the Contract specifies that the Supplier shall provide a named individual(s) to perform in whole or in part the Supplier's obligations under the Contract and the individual(s) for whatsoever reason becomes unable to do so the Supplier shall promptly notify BBC Studios and Post Production thereof and as promptly as is reasonably possible provide a suitable replacement(s) where it is reasonable to do so. BBC Studios and Post Production may reasonably refuse such a replacement(s).

27. Health/Safety/Fire

27.1. BBC Studios and Post Production shall notify the Supplier of all risks to health and safety (including fire) reasonably foreseeable by it that may affect the Supplier arising out of or in any way connected with the activities of BBC Studios and Post Production.

27.2. The Supplier shall:

27.2.1. in the event of Wet Hire make an assessment of all risks to health and safety (including fire) reasonably foreseeable by it that may affect BBC Studios and Post Production or any others arising out of or in any way connected with the performance of the Contract, promptly make and give effect to arrangements to eliminate or adequately control such risks and shall notify BBC Studios and Post Production accordingly;

27.2.2. in all circumstances fully co-operate with BBC Studios and Post Production and any others as necessary to ensure that all reasonably foreseeable risks to health and safety (including fire) are eliminated or adequately controlled;

27.2.3. in all circumstances consult with BBC Studios and Post Production on the procedures to be followed in the event of serious and imminent danger to any persons arising out of or in any way connected with the performance of the Contract and the Supplier shall comply therewith.

28. Technical Standards

The Supplier shall comply with all current relevant:

28.1. national and/or international technical standards and procedures;

28.2. BBC or BBC Studios and Post Production's technical standards and procedures, details of which BBC Studios and Post Production shall provide to the Supplier,

unless otherwise agreed by BBC Studios and Post Production in advance of the Supplier discharging its obligations under the Contract.

29. BBC Budgetary Limits

The Supplier shall where appropriate comply with the current relevant BBC Studios and Post Production budgetary limits, details of which BBC Studios and Post Production shall provide to the Supplier.

30. BBC / BBC Studios and Post Production Policy

- 30.1. The Supplier shall comply where appropriate with all current relevant BBC or BBC Studios and Post Production policy including that contained in BBC Producers' Guidelines, details of which BBC Studios and Post Production shall provide to the Supplier on request.
- 30.2. The BBC or BBC Studios and Post Production's editorial decision shall be final and nothing in the Contract shall oblige or prevent the BBC or BBC Studios and Post Production to broadcast any programme either in whole or in part in connection with which the Services are provided under the Contract.

31. On Air Credits

Any credits awarded to the Supplier in connection with the Contract shall be in accordance with any BBC applicable credit guidelines.

32. Copyright

The Supplier hereby assigns to BBC Studios and Post Production absolutely with full title guarantee and warrants that all the Supplier's relevant officers, servants and/or agents and any sub-contractor engaged by the Supplier in accordance with Clause 19 have assigned to the Supplier absolutely the complete copyright in any Goods and/or Services in all languages throughout the Universe for the full period of copyright (including all rights to renewals and extensions thereof).

33. Moral Rights

The Supplier grants to BBC Studios and Post Production the unlimited right to edit, copy, alter, add to, take from, adapt or translate any Goods and with regard to those Goods and any programme in which they may be incorporated the Supplier hereby waives irrevocably and warrants that all the Supplier's relevant officers, servants and/or agents and any sub-contractor engaged by the Supplier in accordance with Clause 19 have waived irrevocably the benefits of any provision of law known as "moral rights" (including without limitation any right of the Supplier, the officers, servants and/or agents or the sub-contractor under sections 77 to 85 inclusive of the Copyright, Designs and Patents Act 1988 or any similar laws of any jurisdiction).

34. Sub-contracting

Where the Supplier engages a sub-contractor in accordance with Clause 19 for work involving aircraft (including helicopters, balloons, gliding, microlights, model aircraft, parachutes); armourers; asbestos; diving; explosives, pyrotechnics and fire effects; flying ballet; hydraulic platforms or hoists; lasers; location lighting; scaffolding and similar structures; specialised rigging and wiremen; smoke effects; urea-formaldehyde snow effects in enclosed areas and stunt artists the Supplier shall only use those sub-contractors approved by BBC Studios and Post Production for that purpose, a list of which BBC Studios and Post Production shall provide to the Supplier on request. BBC Studios and Post Production reserves the right to vary the kinds of work it requires BBC Studios and Post Production approved suppliers for and shall notify the Supplier accordingly.

35. Dispute Resolution

- 35.1. Both parties shall make all reasonable endeavours in good faith to resolve any dispute which may arise in connection with this Contract.
- 35.2. In the event of a dispute arising which holds up (or is likely to hold up) production the parties shall immediately notify their respective Nominees who shall negotiate in good faith to resolve the dispute or to appoint an independent adjudicator agreed between the parties to resolve the dispute whose decisions shall be binding upon the parties.
- 35.3. In the event of a dispute, the Supplier shall continue to provide the Services under the Contract and BBC Studios and Post Production shall continue to pay for such part of the Services which do not form the subject matter of the dispute pursuant to Clause 5.3.

ANNEX A

Loss or Damage to Goods

Dry Hire of Goods

1. Where the Contract consists of the Dry hire or loan of Goods BBC Studios and Post Production shall be responsible to the Supplier for any accidental physical loss of or damage to the Goods whilst in the charge and control of BBC Studios and Post Production provided that the Supplier notifies BBC Studios and Post Production promptly upon discovery of any such loss or damage, where BBC Studios and Post Production has not previously given notice to the Supplier of such loss or damage.

2. Where the Contract consists of the Dry hire of Goods BBC Studios and Post Production will:

2.1 keep the equipment in its possession and under its control and not purport to sell, loan, assign, pledge or permit any lien to be created over it or any part of it without the prior agreement of the Supplier;

2.2 ensure that the Goods are used in a proper manner by persons who have the appropriate qualifications with the benefit of such permissions, licences or permits as may be required (and notified to BBC Studios and Post Production) in accordance with all statutory regulations;

2.3 not hold or use the Goods (nor permit others to do so) in a manner which will or may cause any term or condition of the insurance policy referred to in sub-clause 9.3 of the Core Terms to be breached;

2.4 take proper care of the Goods and ensure that they are safely and properly stored;

2.5 not without the prior written consent of the Supplier, remove or permit the Goods to be removed outside the United Kingdom or to be used in any abnormal or hazardous assignment.

Wet Hire of Goods

3. Where the Contract consists of the Wet hire or loan of Goods the Supplier shall be responsible for any loss or damage to the Goods caused:

3.1 by the negligence or default of the Supplier; or

3.2 by any third party (including but not limited to third party negligence or default); or

3.3 before the time and date of commencement of hire or after the time and date of termination of hire on the return of the Goods to the Supplier.

4. Where the loss or damage is caused by a third party, BBC Studios and Post Production reserves the right to intervene, process and settle any claim on behalf of the Supplier subject to the consent of the Supplier (such consent not to be unreasonably withheld). For the avoidance of doubt, the rights of the Supplier in relation to such loss or damage and the third party are reserved.

5. Where the Contract consists of the Wet hire or loan of Goods BBC Studios and Post Production shall be responsible for any loss or damage to the Goods caused:

5.1 by the negligence or default of BBC Studios and Post Production; or

5.2 by failure of BBC Studios and Post Production to follow any reasonable advice given by the Supplier in respect of proposed use or storage of the Goods; or

5.3 where the Supplier has advised BBC Studios and Post Production that such proposed use or storage of the Goods is inconsistent with manufacturers' guidelines and the Supplier incurs loss or damage as a direct result thereof; or

5.4 where the loss or damage has not been caused by the negligence, default or act of either BBC Studios and Post Production, the Supplier or any third party, subject to the provisions of Clause 5 and excluding the first £,000 of any such loss or damage (such excess applying to the total loss or damage to the Goods under each Contract with the Supplier or to the total loss or damage to the Goods during the making of an individual programme, whichever is the shorter in duration) provided that the Supplier notifies BBC Studios and Post Production as soon as is reasonably practicable upon discovery of any such loss or damage.

6. The Supplier shall be responsible for any loss or damage which has not been caused by the negligence, default or act of either BBC Studios and Post Production, the Supplier or any third party where the Goods supplied by the Supplier consist of:

6.1 hydraulic hoists and platforms;

6.2 vehicles including but not limited to access vehicles, generator vehicles, transport vehicles and equipment stored therein, prop vehicles and outside broadcast vehicles;

6.3 generators;

6.4 special effects;

6.5 armourer's equipment;

6.6 aircraft including but not limited to aeroplanes, helicopters, balloons, gliders, microlights, model aircraft and parachutes ; and

6.7 marine vessels.

7. In the event that the Goods are lost, damaged or destroyed by the negligence or default of BBC Studios and Post Production, in addition to the reasonable costs of repair or replacement of the Goods the Supplier shall be entitled to claim such direct reasonable additional costs necessarily incurred by the Supplier as a direct result of such repair or replacement.

8. Each party shall insure for their obligations arising under the Contract.

8.1 BBC Studios and Post Production shall only process claims submitted by the Supplier and shall not process any claims submitted by any sub-contractor or agent of the Supplier.

8.2 All notices and communications concerning any loss or damage to the Goods and all submissions of claims must be made in writing promptly and directly to BBC Studios and Post Production.

8.3 Payments made by BBC Studios and Post Production for loss or damage to the Goods shall provide for the reasonably assessed cost of repairing or replacing (at the sole discretion of BBC Studios and Post Production or its insurers) the Goods net of any salvage value and all trade discounts available to the Supplier provided the Supplier complies with all the provisions of this Clause 8.

8.4 In the event of any loss or damage being sustained to the Goods and the Supplier intends to bring a claim to the attention of or against BBC Studios and Post Production the Supplier must:

8.4.1 report the incidence of loss or damage to BBC Studios and Post Production immediately upon becoming aware of such loss or damage;

8.4.2 submit to BBC Studios and Post Production all appropriate information available to the Supplier when reporting the incidence of loss or damage pursuant to sub-clause 7.4.1 or as soon as reasonably practicable thereafter;

8.4.3 disclose to BBC Studios and Post Production with full supporting evidence the Goods' ownership, make, model, specification and Replacement Value; and

8.4.4 co-operate fully with and make full disclosure of all material facts to BBC Studios and Post Production, its Insurance Department, its insurers and/or its insurers representatives in its investigations of the claim until the foregoing confirms to the Supplier that it is satisfied that it has all the necessary information to process the claim.

General

9. Where the Contract consists of any hire of Goods the Supplier shall:

9.1 within 5 working days of receipt by the Supplier of the Purchase Order, itemise in writing the Goods to be provided showing the total Replacement Value and specify an individual item of equipment's Replacement Value where it exceeds £100,000; and

9.2 label and indelibly mark each item of equipment clearly identifying that it is the property of the Supplier or sub-contractor to the Supplier.

10. The Supplier shall ensure that any Goods are kept in a proper, careful and secure manner at the Supplier's own risk and expense until the whole or any part thereof are either delivered to BBC Studios and Post Production at the Supplier's own risk and expense or collected by BBC Studios and Post Production at BBC Studios and Post Production's own risk and expense from the point of collection in accordance with the delivery instructions as specified in the Purchase Documentation. The Supplier shall ensure that the Goods are packed in such a manner as to reach BBC Studios and Post Production in good condition, clearly labelled in accordance with the delivery instructions and accompanied by delivery notes specifying the quantity and type thereof and the relevant Purchase Order number.

ANNEX B

Hydraulic Platforms

Wet Hire

1. Without prejudice to the generality of the Supplier's statutory obligations under the relevant Health & Safety legislation, the Supplier shall complete a written risk assessment and shall provide the same to BBC Studios and Post Production not less than a week before the Supplier commences performance of the services, or within such shorter period as may be agreed by BBC Studios and Post Production.
2. The Supplier shall identify and implement all measures necessary to ensure the safe movement and operation of the hydraulic platform. Where the ground is soft or unsuitable for the hydraulic platform to work on or travel over without timbers or equivalents, the Supplier shall supply and lay suitable timbers or equivalents in a suitable position for the hydraulic hoist to travel over or work on.

General

3. The Supplier shall provide a hydraulic platform that is fully maintained in safe working order and in compliance with the requirements of all the relevant statutory provisions, together with any supplementary tools or materials necessary to maintain safe operations on site.
4. When instructed to do so by BBC Studios and Post Production's order letter, the Supplier shall provide a safety harness to BS 1397 for all personnel using the hydraulic platform. The lines to these harnesses shall be made of man-made fibre and must limit fall to 600 mm unless a shock absorber is included, in which case possibility of a fall must be limited to 1.8m.
5. The Supplier shall provide appropriate anchor points for the attachment of lines to safety harnesses.
6. Only cages built to design approved by BBC Studios and Post Production shall be supplied.
7. When open sided cages are provided, toe boards to a height of 200 mm shall be placed at the edge of the working platform.
8. The Construction Plant Hire Association's terms of contract will not apply to BBC Studios and Post Production's hirings.