

Terms and Conditions for the procurement of goods and services

Terms & Conditions

Who are we?

We're Action Media Hire Ltd (company number 13668685), a registered company in England and Wales, our registered address is 29 Vernon Road, Greenmount, Bury, Greater Manchester. BL8 4DD.

You should also read our Privacy Policy which is available online at <https://www.actionmediahire.com/privacy-policy>. These terms apply when you engage with us to procure goods and services.

Terms	Meaning
We / Us / Our / Provider / Renter	Action Media Hire Ltd
You / Client / Hirer	Yourself and/or the Production Company
Action Vehicle / Picture Vehicle / Picture Car / Police Cars	Automobiles that will feature in the production.
On-Set / On Location / Production Base / Production Office	Secured locations and environments that You and/or the Production Company are using during the Production stage

Your responsibilities

To hire a vehicle and use any of our services or equipment, you need to:

- Be over 18 years old.
- If requiring Police Cars / Uniform / Props, you must have a legitimate reason that does not break the law, such as to intentionally impersonate a police officer for unlawful purposes, which breaches Section 90 of the Police Act 1996
- If the driver is an employee of Action Media Hire, we will ensure the driver is over the age of 25 years old, have three years of driving experience and have checked driving licence endorsements.
- If the driver is not an employee of Action Media Hire, The Client will source and obtain comprehensive motor insurance for their driver and ensure that all modifications (Emergency Lights / Siren / Livery) are declared to the insurer. The certificate of insurance must be provided to Action Media Hire.
- Whilst On-Set, The Client will ensure that adequate production insurance is in place and that Action Vehicles / Uniforms / Props / Supporting Artists supplied by us or on our behalf along with and our representatives, are all insured.
- It is your responsibility to consult with your local police force, disclosing full details of the purpose of using Emergency Action Vehicles / Uniforms / Props / Supporting Artists. There may be costs that you incur from third parties, including charges for local police / councils / film offices to have a representative attend and observe the production to prevent any distress to the public. If you fail to consult with your local policing team and the police later request us to stop filming or leave the vicinity, we will leave promptly and disclose any information and communications to the police should they request it. We will not provide any further services and will retain all funds. The reference issued by the local police (Log Number / CAD) must be provided to us.
- You agree that the Production Company are liable for all costs, fines and out-of-pocket expenses in the case of an accident or damage whilst on set; however, they are caused.
- Must provide sufficient insurance to cover any belongings supplied by AMH, including vehicles whilst on set or transported without our supervision (including to, from and between locations/storage and returning items in person or with a third party such as a courier)
- Provide suitable catering including meals in the Morning, Afternoon and Evening along with drinks and snacks in addition to ensuring all AMH representatives have access to changing rooms, toilets, washing facilities and waiting areas that prevent prolonged exposure to continued cold / wet / hot / windy / smoky / dusty / polluted environments.
- Ensure vehicles, props and uniforms are sanitised/cleaned before and after usage.
- Keep all vehicles, props and uniforms secure and the Client is responsible for loss, theft, damage and fire on set.

Our responsibilities

- We agree that the Action Vehicle and equipment are safe and in good working order.
- We will take detailed photos in the event of an accident or damage and cooperate with the client to share the photographs.
- We agree that we are liable for all costs, fines and out-of-pocket expenses in the case of an accident or damage whilst travelling to and from the set and between locations, whilst under the control of an AMH representative.



How to contact us

We're a young and modern company, so we like to talk on:

- Email: Hello@ActionMediaHire.com
- Instagram: @Action_Media_Hire
- Facebook: @ActionMediaHire
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We're open Monday-Friday 10 am - 5 pm.

If we need to reach out to you, we'll get in contact through email, phone, WhatsApp or social media, so please let us know if any of these details change!

Booking with us

When you make a booking, you'll need to make a non-refundable deposit payment of 25% of the total charge to secure a vehicle, supporting artists and equipment for the time/date you have requested when charged at the standard rate. Unless agreed separately, we cannot make any reservations without the 25% payment, which may mean our availability changes before you secure the booking. The remaining 75% of the total charge will be paid anytime up to 14 days before the service delivery date; if this payment is not paid before the 14 days, we reserve the right to cancel the booking and retain the non-refundable deposit, which we will confirm via email. We will only accept payments by Bank Transfer. The deposit percentage may vary when offers/discounts are applied.

All bookings are subject to availability. Occasionally, we may need to refuse or cancel a booking if a vehicle is unavailable due to mechanical failure or actors cannot commit to the booking; under these circumstances, any deposit will be refunded.

We reserve the right to suspend any bookings and retain all existing and future payments if any of these Terms & Conditions are breached, including bookings made using deception.

Pricing & Descriptions

All prices are in pound sterling.

Returns & Refunds

All deposits and payments are non-refundable unless we can no longer provide the same service or an alternative, we deem appropriate.

Intellectual property, software & content

Action Media Hire Ltd (AMH) owns or has permission to use the intellectual property on our website, blogs, and content. This means you cannot use the AMH logo, any AMH branding, our website or content without our permission.

You may promote AMH if you have written permission from the AMH Managing Director; the content is fair and legal and doesn't damage our reputation. Please do not link AMH to any form of endorsement if no arrangement exists.

Whilst on-set, we may take photos and videos for our promotional usage, if the footage shows any crucial content such as embargoed media, we will not share this until the production has been released.

Our Liabilities

We accept liability for death and personal injury arising from our negligence. If we fail to comply with these Terms & Conditions, we are responsible for the loss or damage you suffer as a foreseeable result of us breaching these terms and conditions. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract is made, both you and AMH knew it might happen, for example, if you discussed it with us during the booking process. We will only be liable for loss or damage up to the total value of services you obtain from us for the date when the loss or damage occurred.

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a consequence of the direct loss or damage, and which are not reasonably foreseeable by you and us, for example, loss of profits or reputation. We are also not responsible for the failure of vehicles if they occur from events beyond our reasonable control.

General

We have the right to amend, remove or vary our services and any part of the Website (including our policies) at any time. These Terms and Conditions and our dealings with you are subject to English law and the exclusive jurisdiction of the English courts.

All notices shall be given to us by email or post to our addresses. All messages sent by email will be deemed to have been received on the day that they are sent or, if sent on a national holiday in England or on a Saturday or Sunday, the next working day following the day on which the email was sent. All notices sent by post will be deemed as received three working days after posting.



END - April 2023