

Terms & Conditions of  
Sales, Service and Hire.

Dry and Wet Hire

Please read the following important information carefully. By hiring our Equipment, you are agreeing to the following Terms and Conditions:-

#### 1. TERMINOLOGY.

“Hirer” refers to the customer who is hiring the Equipment from Artmedia Capture Ltd., Reg Address: 7, Kinetica Apartments, 12 Tyssen Street, E8 2FE. “Equipment” means the hired items. “Hire Period” is the period for which the Equipment is hired. Each day is calculated on a 10 hour period from the time at which the Equipment is either: i. collected from our premises ii. leaves our premises because it is being delivered to the Hirer. Part of a day will be considered to be a full day for the purpose of calculating the hire charge. Overtime: Daily rates based on 10hrs, additional hours charged at £100 per hour.

#### 2. DAMAGE/LOSS COVER.

It is a condition that all Equipment hired from Artmedia Capture Ltd. is fully covered against loss or damage Worldwide, from the time it leaves our premises to its return. Artmedia Capture Ltd. will automatically charge for this cover unless instructed otherwise by the Hirer, in which case a copy of the Hirer’s own insurance policy must be made available to Artmedia Capture Ltd. for inspection before the hire commences. It must be to the equivalent amount of goods hired. If client wishes to waive the insurance cover they will be subject to the full cost of replacement/repair of item.

#### 2.2 Artmedia Capture Ltd. DAMAGE/LOSS COVER.

- i. UK, Western Europe and Worldwide. ii. Basis: All risks on all Equipment hired.
- iii. Maximum hire period is two months, longer subject to negotiation.
- iv. Excess £250 for each item and every claim (or full replacement cost which ever is the smaller).
- v. Any loss must be reported to the local police within 24 hours and immediately thereafter, to ourselves. Exclusions: Artmedia Capture Ltd. Damage/Loss cover does not include: i. Damage caused by corrosion, excessive heat, dampness or physical mistreatment. ii. Damage occasioned by or resulting from nationalisation, confiscation, requisition, seizure or destruction by government or any public authority.
- iii. Property damaged as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation.
- iv. Damage arising from breakage of flash tubes and/or bulbs, valves, transistors, capacitors or integrated circuits. v. Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the conveyance in which the property covered is being transported.
- vi. Theft from unattended vehicle.
- vii. Consequential loss of any description. viii. Damage or loss resulting from negligence.

IT IS THE RESPONSIBILITY OF THE HIRER TO UNDERSTAND THE EXTENT AND LIMITATIONS OF THE COVERAGE BEFORE TAKING POSSESSION OF THE HIRED EQUIPMENT.

#### 2.3 HIRER’S OWN COVER.

If our charges do not include a specific fee for damage/loss cover, you must keep the Equipment insured for its replacement cost against all forms of loss or damage. You will hold in trust for us and pay to us on demand all money you

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receive from an insurance company or any other form of settlement of any claim relating to the loss, theft or damage of any Equipment. You must not compromise any claim without our express consent in writing.

### 3. DEPOSIT.

A refundable deposit may be required from any Hirer who does not have an established credit account with us and we reserve the right to vary this amount. Credit customers and others must provide an official order or letter to cover the Equipment required, before it is collected or delivered, failure by customers to do so will not be accepted as a reason for non-payment of hire charge.

### 4. DELIVERIES/COLLECTIONS.

Hire charges are based on return to our premises. We do not collect hires. When Equipment is delivered hire charges are calculated as above, i.e. on a time out, not time used, basis. Delivery charges will be added to the invoice.

### 5. HIRE PERIODS/RATES.

Hire periods are normally calculated on a 10 hour basis and are initiated when Equipment leaves our premises. Overtime: Daily rates based on 10hrs, additional hours charged at £100 per hour.

### 6. EXTENSION OF HIRE PERIODS/CANCELLATION OF HIRE.

We will do our best to extend hire periods providing sufficient notice is given.:

- i. if notice is given to terminate or extend the hire period more than 24 hours before the agreed time, there will be no penalty.
- ii. if notice is given within 24 hours of agreed time, a penalty equivalent to 50% of one day's hire cost will be levied.
- iii. if no notice is given to cancel the hire; then a penalty equal to double the daily rate will be made to the hirer's account.
- iv. if no notice is given with respect to extending the hire period then a penalty equal to double the daily rate will be applied to each day beyond the agreed hire period.

### 7. LIABILITY.

Our Equipment is serviced regularly and is tested to ensure that every item functions according to its specifications. Every effort is made, therefore, to ensure that Equipment is supplied in working order. Artmedia Capture Ltd. cannot be held liable, however, for failure of Equipment or for consequential or sub-consequential loss there from.

**IT IS STRONGLY RECOMMENDED THAT THE HIRER TESTS THAT THE EQUIPMENT FUNCTIONS PROPERLY FOR ITS INTENDED USE PRIOR TO COMMENCING AN IMPORTANT ASSIGNMENT AND/OR OVERSEAS TRAVEL.**

Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us. Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person. If the Equipment is defective, you must notify us immediately and if the defect has not been caused by anything you have done or failed to do we will (at our option):

- i. replace it as soon as reasonably possible; or
- ii. credit you for the hire charges of

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the defective Equipment. If you request us to attend and if the Equipment is not defective you will pay the call-out charge notified to you.

#### 8. SAFETY AND INSTRUCTIONS.

It is your responsibility to make sure that all people who use the Equipment are properly instructed in its safe and correct use. You must ensure that the Equipment is not misused, and that supervision is adequate at all times.

#### 9. ELECTRICAL EQUIPMENT.

Where any part of the Equipment is electrical it should normally be used with plugs and/or sockets as fitted but if temporarily fitted with other suitable plugs or sockets, this must be carried out by a competent person who must also return it to its original condition. It will be your responsibility at all times to arrange a suitable supply of electricity for use with the Equipment. Under no circumstances should electrical Equipment be used without it being correctly earthed unless it is of double insulated specification. You will be responsible for complying with the requirements of the Electricity at Work Regulation 1989 or amendments to them during the period of your responsibility for the Equipment.

#### 10. EQUIPMENT SUITABILITY.

It is your responsibility to ensure that the Equipment is suitable for the purpose for which you intend to use it and you will give us sufficient information to ensure that the Equipment supplied is suitable. We reserve the right to supply Equipment of a different specification without prior notice as long as the capabilities of the Equipment remain substantially the same.

#### 11. OUR RIGHTS OF ACCESS.

You authorise us to enter any land or premises where we reasonably believe any Equipment to be, at reasonable times and after reasonable notice, in order to make necessary inspection of it, or to test, repair, service, replace or repossess it.

#### 12. HIRER'S RESPONSIBILITY.

Your responsibility for the Equipment begins when you or your agent receive the Equipment. Your responsibilities include safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use. You are responsible for providing suitable protection for the Equipment while it is being transported, e.g. in an aircraft hold. You are responsible for the return of the Equipment at the end of the hire. Your responsibility ends only when the Equipment has been returned and you have our unqualified receipt for all of the equipment. You must not sell or otherwise part control of the equipment. You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever, and in respect of any death or personal injury whatsoever or damage to our loss of property whatsoever (other than the Equipment) arising out of the delivery, use, non-use, repossession, collection or return of the Equipment or any part of it. The indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim or proceedings or death or personal injury or damage to or loss of property is due to our proven negligence. Equipment lost, stolen or damaged while in the Hirer's possession (and not covered by Artmedia Capture Ltd. Damage/Loss policy) will be the entire responsibility of the Hirer. Account customers will be invoiced at replacement cost and for non-account customers, the replacement cost will be deducted from the deposit. If there is any further balance owed it will be added

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to the hire invoice. Any items not returned from hire, such as lens caps, cable releases, sync leads, focusing cloths etc. will automatically be charged to the Hirer's invoice at full current replacement cost.

### 13. IDENTIFICATION MARKS.

You will not remove, deface or cover up our name sticker or mark on the Equipment, indicating that it is our property.

### 14. GENERAL CONDITIONS.

Acceptance of the Equipment by the Hirer or his agent signifies the total acceptance of these Terms and Conditions for hire, and excludes any terms and conditions you may have put forward except where we have agreed to any amendments or other conditions in writing. All goods are advertised subject to availability. It is the responsibility of the Hirer or his agent to ensure the Equipment is suitable for the purpose for which it is hired prior to the Equipment leaving the premises of Artmedia Capture Ltd.. It is assumed the Hirer or his agent has sufficient skill and knowledge to operate the Equipment correctly. Damage to the Equipment caused by misuse is the sole responsibility of the Hirer and costs incurred in such damage, together with hire fees lost due to the Equipment being out of service will be charged to the Hirer. Artmedia Capture Ltd. Hire Equipment is maintained in the manufacturer's accredited workshops wherever possible. All Equipment is tested regularly to ensure that every item functions according to its specifications. Artmedia Capture Ltd. cannot, therefore, accept responsibility for any breakdowns that occur while the Equipment is on hire. Artmedia Capture Ltd. will do all in its power to replace the faulty item as soon as possible. Certain items of Equipment are issued with spare bulbs or batteries, these spare bulbs/batteries must be returned with the Hire Equipment or the failed or broken bulb/battery they have replaced. Failure to return the spare bulb/battery will result in its value being added to the hire invoice. Artmedia Capture Ltd. hire equipment remains the property of Artmedia Capture Ltd. at all times and must not be pledged, loaned, deposited or sold to a third party. Any waiver or variation by Artmedia Capture Ltd. of any one or more of the above conditions does not in any way prejudice its right under any other condition or conditions. Artmedia Capture Ltd. reserves the right to change both the prices and the Equipment available for hire without prior notice.

### 15. LIMIT OF OUR LIABILITY.

All times which state or quote for delivery are approximate. We will not be liable for any delays caused by any circumstances beyond our reasonable control. We will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it. If any film, tape, disc, software or other media of yours is damaged or destroyed, our liability will not exceed the value of the film, tape, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the rental cost of the damaged material.

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Artmedia Capture Ltd. 01.01.2017

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