

ROCK CAMERA RENTALS LTD - TERMS AND CONDITIONS



Acceptance of Terms and Conditions

Unless otherwise agreed in writing by a director of the Company any order by the Customer for Photographic or Digital Equipment shall be construed as an express acceptance of these Terms and Conditions and the Quotation which shall prevail to the exclusion of all other terms.

Definitions

1.1 "RCR" means Rock Camera Rentals Ltd, 90 Thorpe Road, London, E7 9EB and its successors and assigns.

1.2 "Hirer" means the person, firm, company or partnership who requests, hires, purchases equipment, personnel and/or goods or from the Company.

1.3 "Equipment" means the equipment and all articles hired out or supplied by the RCR to the Hirer or any replacements or substitutes and all accessories and additions made thereto.

2. Title to said equipment shall remain with RCR. Hirer has examined said equipment prior to signing this agreement and agrees that the same is the correct equipment ordered by Hirer and is in good order, condition and repair. The Hirer agrees to return said equipment to RCR (unless otherwise stated prior to the signing of agreement) on or before 10.00am on the day after the end of the Hire Period in the same good order, condition and repair, and to pay RCR the rental therein at the rate provided. The rental day shall commence on the day the equipment is delivered/ collected to/by Hirer and shall continue until said equipment is returned. Hirer agrees to pay 1 additional days' rental if said equipment is not returned before 10.00am.

Hire Period

3. The Hire Period shall commence from the time stated in the order confirmation unless the Equipment is collected by the Hirer, in which case the Hire Period shall commence when the Equipment leaves our premises. The Hire Period shall terminate when the goods are received back at our premises.

(a) Provided that the Equipment is available, the Equipment can be collected after 16.00h the day before the Commencement of Hire starts and returned by 10.00h the day after the end of the Hire Period without incurring further charges.

(b) RCR will use all reasonable efforts to have each item of specified Equipment available for hire on the Commencement of Hire but shall not incur any liability in the event of any non-availability due to failure by another customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

Cancellation of Hire

4.1 For cancellations between 24 hours and four working hours before such time, Customer shall pay to the Company 50% of the Hire Charges for all Equipment for the first full day of the Hire Period;

4.2 For cancellations up to four working hours prior to the intended start of the Hire Period, the Customer shall pay the Company 100% of the hire charges for all Equipment for the first full day of the Hire Period.

4.3 Unless otherwise agreed by Company, if any order for the hire of Equipment is cancelled after the Delivery Date, the Customer shall pay the Company 100% of the Hire Charges for all Equipment for the first full day of the Hire Period, together with any delivery costs incurred by the Company.

4.4 In all above cases, RCR reserves the right to charge fully for any equipment cross-hired to facilitate a rental.

4.5 If a Digital Operator is booked through Rock Camera Rentals Direct with kit and is cancelled after written confirmation of the job the following fees will apply:

-If cancelled within 24 hours of the jobs call time -100% fee of the Digital Operators fee and digital equipment hire will apply

-If cancelled over 24 hours before the jobs call time - 100% of the operators fee will apply

-If cancelled at anytime any expenses incurred will be charge i.e courier costs, sub hire costs, transport costs

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Limitation of Liability

5. Hirer agrees that if any equipment rented hereunder is not suitable for the Hirers use or is defective in any way, that they shall have no claim against RCR for damages and Hirer hereby waives rights to such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

5.1 If any film, disc, software or other media other than RCR's is damaged or destroyed, our liability will not exceed the value of the film, 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 replacement cost of the damaged material.

Damage Waiver and Insurance

6.1 Risk in the Equipment shall pass to the Customer on the Delivery Date and the Hirer shall be responsible, for the duration of the Hire Period, for the cost of insuring all Equipment.

6.2 Unless the Hirer agrees to insure the Equipment in accordance with clause 6.3.5 below, the Hirer shall be charged, in addition to the hire charges, a "Damage Waiver" fee of 15% of the total applicable Hire Charges.

6.3 The following Damage Waiver terms will then apply in the event of damage to or loss of the Equipment and the Hirer expressly acknowledges and agrees to such terms:

6.3.1 Geographical Limits - Worldwide, subject to the prior declaration of where the Equipment is to be taken:

6.3.2 Maximum Hire Period - two months, subject to negotiation for a longer period;

6.3.3 Excess - first £500 each and every loss, for which the Hirer shall be responsible; and

6.3.4. Exclusions

Damage caused by corrosion, excessive heat, water, dampness or physical mistreatment;

Damage to glass and other fragile or brittle articles unless such damage is caused by fire, theft or as a result of an accident to the vehicle in which article(s) is/are being transported;

(c) Theft from unoccupied vehicles;

(d) Damage or loss as a result of negligence either accidental or deliberate; and

(e) Consequential loss of any description.

6.3.5 Where Hirer has arranged insurance for the Equipment, the Hirer shall (without prejudice to the liability of the Hirer to the Company) keep the Equipment insured for its full replacement value throughout the Hire Period against all risks including third party risks loss or damage by fire theft (whether or not involving forcible or violent entry or exit to premises) and other risks usually covered by comprehensive insurance of products of the type of the Equipment. RCR may offer to the Hirer additional equipment damage insurance to cover the full value of the Equipment at a rate equal to a percentage of the gross hire.

6.4 The Hirer shall in addition (and without prejudice to the liability of the Hirer to RCR) take out and maintain insurance against loss, damage or liability arising in connection with the use or storage of the Equipment and/or loss due to breakdown accident damage or delay and/or against loss damage or liability arising in connection with acts omissions or default of RCR Personnel in carrying out or incidental to their duties under the Contract such insurance to be for such sum as is stipulated by the RCR or in the absence of such stipulation for a minimum of £1 million for public or product liability in respect of one occurrence.

6.5 The Hirer shall in respect of such insurance produce to RCR on demand evidence of a current insurance policy and a receipt for the last premium paid.

6.6 Such insurance shall be free from unreasonable restrictions or excess and shall be in the joint names of the RCR and the Hirer and shall be with a reputable insurance company or companies who shall be notified that the Equipment is on hire from RCR.

6.7 RCR shall itself be entitled (but not obliged) at any time and from time to time to effect at the expense of the Hirer insurance against all or any of the contingencies referred to in clause 6.9 and against any other contingency which RCR may in its absolute discretion decide.

6.8 The Hirer shall not use or allow the Equipment to be used for any purpose or by any person not permitted by the terms and conditions of the policy of insurance or Damage Waiver (by whomsoever effected) and shall not, for the duration of the Hire Period, do or omit to do any act or thing whereby such insurance or Damage Waiver terms would or maybe vitiated or invalidated and/or jeopardise the prospect of a successful insurance claim in respect of any loss of or damage to the Equipment.

6.9 RCR reserves the right to terminate usage of any Equipment if RCR considers that its Equipment employees suppliers subcontractors or agents, would or may be put at risk if such usage were to continue, for example in adverse weather conditions. In these circumstances, Hire Charges shall remain payable by the Customer in full.

ROCK CAMERA RENTALS LTD - TERMS AND CONDITIONS



6.10 In the case of theft, the Hirer shall report any loss to the local police within 24 hours and a copy of the police report/crime reference number must be supplied to RCR within 24 hours of the occurrence. The Hirer shall within 24 hours of the occurrence of any loss (whether by theft, damage or otherwise), give written notice to RCR of any occurrence which will or may give rise to a claim being made on any insurance pursuant to this condition. The Hirer shall not compromise any claim without the consent of RCR, shall allow RCR to take over the conduct of negotiations (except in relation to claims of the Hirer for personal injuries, loss of use of the Equipment, or loss or damage to the property of the Hirer unconnected with the Equipment) and shall at the expense of the Hirer take such proceedings (in the sole name of the Hirer or jointly with RCR) as RCR shall direct, holding all sums recovered, together with any monies received by the Hirer under its policy of insurance, on trust for RCR and paying or applying the same as RCR directs and as herein provided.

Responsibility of Hirer

7.(a) Hirer agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures and observing all relevant Health & Safety regulations (b) Hirer agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.

(c) It is the responsibility of the Hirer to arrange suitable supply of electricity for use with rented equipment at all times. Equipment must at all times be operated in accordance with the Electricity at Work Regulations 1989 (and all amendments therein)

8. If Hirer fails to return said equipment when due or fails to pay the rental therein, RCR may declare Hirer in default and shall have the right to repossess said equipment from Hirer and to recover all damages, accrued rental, cost and reasonable legal fees. Hirer hereby waives any claim for loss or damage from said repossession.

9. If after the return of said rental equipment RCR discovers that the same has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and will remain liable for any amount required to repair or replace such item, and any potential loss of hire charges.

10. In the event Hirer is in default under this rental agreement and action is commenced to enforce any right hereunder, RCR will seek to recover from the Hirer from the Hirer, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.

11. Digital capture/Storage: Unless otherwise instructed, all digital capture and back up is the responsibility of the hirer. If requested prior to hire and for a fee, RCR will store digital capture for up to 30 days. Beyond this time additional charges will be applied according to RCR current rates. Note: RCR accepts no liability for loss or damage to stored or captured images during or after the Hire Period.

Force Majeure

12. RCR shall not be liable for any delay or failure to supply services or goods if such delays or failure result from events beyond its reasonable control or from third party actions including but not limited to breakdown of equipment or machinery, communications failure, floods, fire, strikes and acts of god.

Payment Terms

13. (a) Credit terms of 30-days can be offered at RCR's discretion following successful credit reference checks. Any hire provided under these credit terms is to be paid within 28 days of the last rental day.

(b) Failing credit checks or where no references are supplied an Advance Account will be opened requiring payment upfront prior to each hire.

(c) All first time hires must be paid in full 24 hours before the first day of rental.

(d) All companies not registered to a UK address will be subject to an Advance Account.

(e) If payment is not made in accordance to the above mentioned terms, the hirer will forfeit their right to any agreed discount. RCR reserves the right to cancel any booking not adhering to the above terms.

Privacy Statement

14. We take our Clients privacy seriously and will only use any Personal or Company information, and any other information received, to provide the products and services that you have requested from us and to administer your account.