

## TERMS AND CONDITION OF HIRE

e

1.

ALL Equipment shall remain at all times the property of THE CAMERAMAN, registered in the Republic of South Africa, reg. No. CC 88 022 70 23. The hirer shall without prejudice to condition 4 at all times use his/her best endeavors to assist THE CAMERAMAN to resume possession thereof whether during the hiring if the hirer has lost or relinquished possession of the equipment or at the end of hiring if it is not then returned to THE CAMERAMAN, and hereby authorizes THE CAMERAMAN to enter upon the hirer's premises during normal working hours for those purposes.

2.

No variation of these conditions of hire and terms overleaf and no conditions in any order acceptance or other document issued by the hirer shall form part of this contract unless specifically agreed to in written by THE CAMERAMAN. No conditions or warranties other than those herein specifically set out shall be implied or deemed to be incorporated in or to form part of the contract.

3.

If the person signing the contract is not the hirer, he warrants that he/she has the authority of the hirer to enter into this contract on the hirer's behalf and shall indemnify THE CAMERAMAN against all losses, damages, actions, proceedings, costs, claims or demands whatsoever suffered or incurred by THE CAMERAMAN as result of any breach of such authority.

4.

The hirer shall not assign this contract or rehire or part with possession of any of the equipment without THE CAMERAMAN'S written consent.

5.

The hiring will upon collection or delivery of the equipment, and will end on redelivery or collection thereof to THE CAMERAMAN or upon the expiry given under condition 6 or upon the payment or any charge made under condition 11.

6.

The hiring may be extended at any time by either party by no less than 48 hours notice in writing or without prejudice to any other right or remedy of THE CAMERAMAN be ended forthwith by THE CAMERAMAN by notice in writing at any time to hirer upon any breach of the terms of the contract by the hirer.

7.

Notwithstanding any other provision of this contract, if the hirer is not a body corporate then the hiring will end not later than the expiration of three months from the date of the contract.

8.

If THE CAMERAMAN when required to do so attempts to but is unable to deliver or collect the equipment due to the fault of the hirer, the hirer shall pay delivery/collection charged at THE CAMERAMAN'S standard transport rates applicable at he date of such attempted delivery or collection.

9.

The equipment shall be deemed to be in good repair and condition in accordance with the terms of the contract and to the hirer's satisfaction upon collection unless the hirer gives notice in writing to THE CAMERAMAN within 40 hours from the collection time.

10.

The hirer shall maintain the equipment in good condition for the duration of the contract. The hirer may not for whatsoever reason modify, service or repair any part of the equipment. Should THE CAMERAMAN be required to source the same or similar equipment as a result of equipment lost or damaged beyond economical repair, due to negligence, then the hirer will be obligated to compensate THE CAMERAMAN for costs and expenses incurred. The assessed price will be as per THE CAMERAMAN'S full price list as at the end of the contract period.

11.

The hirer undertakes to use and maintain the equipment at all times strictly in accordance with the manufacturer's instructions and to, comply with all safety instructions and regulations relating thereto.

12.

No equipment supplied to the hirer by THE CAMERAMAN shall enter any township during riots or strikes without police protection or the protection of a recognized security officer at no cost to THE CAMERAMAN.

Whilst filming educational documentaries, no security is required.

Without this protection and proof thereof the hirer will be responsible for the replacement of the equipment.

13.

The contract is subject to the availability of the equipment when the hirer requires it. THE CAMERAMAN shall not be liable for any loss or damage whatsoever suffered by the hirer or any other person whether direct or indirect caused by or arising from late delivery, non - delivery, breakdown, failure, stoppage or unsuitability of or defect in the equipment during the hiring and the hirer shall indemnify the owner against any such loss or damage.

14.

THE CAMERAMAN shall not be liable to the hirer for and the hirer shall at all times and in all respects indemnify THE CAMERAMAN in respect of all actions, proceedings, costs claims and demands whatsoever brought by any person for the death of or injury to any person/s other than death or injury due to the negligence of THE CAMERAMAN or damage to property caused by or arising out of the use of equipment in any manner whatsoever whether such liability arises under statute or common law howsoever.

15.

The hirer shall on demand pay THE CAMERAMAN such sum or sums as THE CAMERAMAN may from time to time in its absolute discretion require as security for the hire charges for any period of the hiring and the return of the equipment not covered by sums previously paid as security. The balance of any sums to be paid by the hirer shall be refunded without interest after all liabilities of the hirer to THE CAMERAMAN have been satisfied in full.

16.

If the hirer purports to cancel this contract or refuses or fails to accept delivery of the equipment, the hirer shall pay THE CAMERAMAN by way of liquidated damages 20% of the total hire charges payable for the minimum period of the hire but without prejudice to any other right or remedy of THE CAMERAMAN.

17.

The hirer shall be fully responsible for all related costs incurred as a result of any willful or negligent action that may result in the loss or damage to the equipment whilst on hire.

18.

Unless otherwise stated, any price or rate quoted or published by THE CAMERAMAN is exclusive of Value Added Tax (VAT), which shall be payable to THE CAMERAMAN in addition to the price or rate.

**WORLD WIDE EXCESS - CLIENT RESPONSIBLE FOR FIRST £ 1000 POUNDS FOR LOSS OR DAMAGE TO EQUIPMENT THERAFTER 10% OF CLAIM**

