

## TERMS AND CONDITIONS OF HIRE

The following conditions are applicable to unmanned equipment hire from Manned Camera Limited, Unit 13 CREA, Redhills, Redhills Lane, Penrith, Cumbria, CA11 0DT. These conditions may only be varied for manned equipment hire, where a member of Manned Camera Limited staff accompanies hired equipment for the duration of the hire.

**Interpretation:** "The Hirer" means the person, firm, company, representative of a firm or company, or other individual or organization hiring equipment from Manned Camera Limited. "Hire Period" means the period commencing when the Hirer holds the hired equipment on hire (including Saturdays, Sundays, and Bank Holidays) and ending upon the happening of any of the following events: (i) the physical return of equipment by the Hirer into Manned Camera Limited's possession; or (ii) the physical repossession or collection of hired equipment by Manned Camera Limited. In reference to hired equipment "Good Condition" means condition sufficiently good to allow for immediate hire, without the need for service or repair.

### The Hirer agrees the following:

The equipment on hire belongs to Manned Camera Limited at all times.

The Hirer shall take good care of the equipment, and ensure that only persons with the necessary experience, training and qualifications make use of the equipment. No attempt should be made to adjust, interfere with or repair the equipment: a charge will be made to the Hirer in the event that evidence of such is found upon the return of the equipment, and may also include a charge for the recalibration of the equipment. Under no circumstances shall Manned Camera Limited be liable for any loss, injury or damage arising from the use of any equipment provided to the Hirer.

The Hirer holds full responsibility for the equipment and no responsibility can be passed on to other parties.

First time Hirers are required to pay for the hire period in full upon collection of the equipment, or prior to delivery by Manned Camera Limited staff.

The Hirer will pay Manned Camera Limited an extra charge for each day the equipment is retained after the agreed date, which will not end until the equipment has been returned to Manned Camera Limited in Good Condition. Extra charging days begin after 11am the day following the last agreed hire date. Manned Camera Limited will charge extra days until the equipment is returned in Good Condition to Manned Camera's premises.

The Hirer will notify Manned Camera Limited as soon as possible if the equipment needs to be kept for a longer period than originally agreed; in such circumstances the extended period of equipment hire cannot be guaranteed and is dependent on availability and approval by Manned Camera Limited.

The Hirer will notify Manned Camera Limited immediately if any loss or damage is caused to the equipment.

The hire period will not be terminated until the equipment is returned in Good Condition to Manned Camera Limited's premises, at the Hirer's expense.

Fair wear and tear is accepted, provided that if the equipment is lost, damaged or destroyed the Hirer will pay Manned Camera Limited the extra hire charge until the equipment is replaced, repaired or recovered (where appropriate) and delivered to Manned Camera Limited's premises by the Hirer.

The equipment is supplied to the Hirer at the Hirer's risk in all respects.

The Hirer will inform Manned Camera Limited of any actions being taken against the company, the director or any employee/s (actions such as injury claims).

The Hirer hereby grants Manned Camera Limited, or its representative, the right to enter upon any premises in which hired equipment is believed to be kept, for the purpose of recovery of equipment at the end of the termination date. The Hirer shall compensate Manned Camera Limited for any cost incurred in the recovery of equipment, including lost revenue.

Manned Camera Limited takes these conditions as accepted on collection by the Hirer from Manned Camera Limited's premises, or on delivery to the Hirer's premises.

Instructions by the Hirer via phone, email, writing, or in person, constitute a business transaction, and constitute an agreement into which both parties are freely entering.

Equipment hired from Manned Camera Limited may only be used by appropriately experienced and qualified individuals. Manned Camera Limited offers no advice or instruction, guidance or statements in connection with or relation to the use and application of any equipment/materials or services supplied by Manned Camera Limited, unless hired equipment is accompanied by a member of Manned Camera Limited staff for the duration of the hire period. Manned Camera Limited shall in no circumstances be liable for any loss, injury, or damage of any kind.

The agreement between Manned Camera Limited and the Hirer rely solely on the terms of these conditions and no representation or otherwise shall bind Manned Camera Limited and no statement from any representative of Manned Camera Limited shall vary these conditions unless a representative statement is made in writing and signed by the director of Manned Camera Limited.

Manned Camera Limited is responsible for the repair and maintenance of hired equipment in Good Condition and ensure that all equipment is hired out in good working order.

Where possible Manned Camera Limited will endeavor to supply the Hirer with replacement equipment if at any time during the hire period the equipment cannot be effectively repaired or maintained as a result of any mechanical or electrical fault. If replacement equipment is not available a pro-rata refund will be made to the Hirer. It is agreed that Manned Camera's liability in this respect amounts to no more than one hundred percent (100%) of the hire fee.

**Insurance cover.** The Hirer undertakes responsibility for insuring all equipment against "all risks" to full replacement value including VAT. Any loss or damage to the equipment must be made good, at the Hirer's expense, with equipment of equal or better specification. If any lost or damaged item has been discontinued, the Hirer must replace it with equipment of equivalent or better specification, regardless of cost. If Hirer chooses to reimburse Manned Camera Limited to the full replacement value of the lost or stolen equipment instead, this payment must include V.A.T. If the Hirer is providing self-arranged insurance cover, a copy of the insurance cover note is required before collecting equipment from Manned Camera Limited and MUST show 'HIRED IN GOODS VALUE' in the document.

No liability is accepted, consequential or otherwise, by act or omission by Manned Camera Limited whether by negligence, delay, detention, late delivery, non-delivery, or deficiency in the equipment or order.

In the event of an insurance claim, damage, loss or theft of equipment by the Hirer, Manned Camera Limited will charge to the Hirer book rate for each item that has been damaged, lost or stolen for an unlimited number of days until replacement for each item has been delivered to Manned Camera Limited's office.

Hirers should check the terms and conditions of their insurance policy as they will be liable for the excess in the policy if cover for this event is not in place.

The Hirer should be aware that the value of equipment hired in changes from hire to hire and should never assume the value remains the same from any previous hire.

A cancellation charge of fifty percent of the hire period value shall be payable to Manned Camera Limited between one week and three days notice of cancellation, and seventy-five percent if within three days of cancellation.

In case of invoices unpaid for in excess of 56 days, Manned Camera Limited reserves the right to charge 3% per calendar month over any outstanding invoices until full payment has been made. If Manned Camera Limited needs to appoint a debt collector, solicitor, or a debt collection agency to implement the charges the Hirer is fully liable for all charges incurred by Manned Camera Limited until full payment is received.

In the case of invoices which remain unpaid for in excess of 56 days, any discount applicable to said invoice will be removed and full book rate be charged for each hired item.

Provisional bookings are taken on the understanding that they do not guarantee the availability of the equipment. Bookings are only guaranteed upon payment of 100% of Manned Camera Limited's invoice.

All lighting equipment issued by Manned Camera Limited (excepting L.E.D. lights) is supplied with a spare bulb, and a working bulb already fitted in the lamp. Should either of these be returned blown, the Hirer will be charged at the prevailing rate.

Missing, damaged/non-returned equipment: If any of the equipment supplied by Manned Camera Limited is returned damaged or with missing items, the Hirer will be notified in person, by phone (wherever possible), or by post, or email. Seven days after contact is made, or correspondence sent, Manned Camera Limited will invoice the Hirer for replacements.

**Under no circumstances is equipment to be left in an unattended motor vehicle at any time.**

I accept all the above terms and conditions

Name in Capitals .....

COMPANY .....

Signature .....

Date ...../...../.....