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TERMS AND CONDITIONS

- 1.** For the purposes of these terms the 'Company' will be interpreted as CAMERAWORKS LTD. The 'Customer' will be interpreted as an individual or external company contracting with The Company. The 'Equipment' or 'Goods' will be interpreted as all items which are hired to the Customer by the Company.
- 2.** The Customer and their insurers must read these Terms of Hire, as exemption or modification of liability of the Company or indemnity from The Customer may apply.
- 3.** The Company enters into all agreements with the Customer solely on the terms of these conditions alone, and that no representation, warranty collateral or otherwise shall bind the Company. No statement made by a person representing the company shall alter these conditions unless otherwise stated in writing by a director of the Company.
- 4.** The Customer will be required to demonstrate valid and sufficient insurance cover before the release of any goods from the Company to the Customer. All equipment hired to the Customer must be insured against all risks to full replacement value.
- 5.** The Company requires the Customer to be insured against physical loss or damage from its full new replacement value.
- 6.** The Customer must inform the Company before utilising any hired equipment within a hazardous environment, or taken outside the UK.
- 7.** Risk in all hired equipment will pass onto the Customer when leaving the possession and control of the Company. Risk in hired equipment does not pass back to the Company until the Goods are returned and in the possession of the Company.
- 8.** The Customer has no interest in the equipment other than being hired to the Customer for proper use. The Customer will not assume ownership or act in selling, loaning, securing, mortgaging or pledging any hired equipment belonging to the Company.
- 9.** items hired throughout any contract are the property of 'The Company' unless stated otherwise on the produced invoice, and payment for these items has been made in full.
- 10.** The Customer will ensure the equipment is treated with the best of care and accept that they will be held accountable for anything deemed beyond reasonable wear and tear. In the event of missing, damaged or destroyed goods, the Company will recover any loss of revenue until the item(s) is replaced, restored or repaired by the Customer.
- 11.** The Customer will pay the full replacement new value of damaged or destroyed equipment, which will include instances where models have been superseded.
- 12.** The Customer agrees to inform the Company of any damage to equipment immediately.

- 13.** The Customer will use all equipment and ensure it is operated by experienced and qualified personnel. The Customer will disclose inexperience with any equipment. The Company is not responsible for any form of consequential loss including production time. Provisions for all downtime must fall within the Customer's insurance policy.
- 14.** In the event of equipment malfunction, the Customer must contact the company immediately. The Customer will not attempt to repair any hired goods without the contacting the Company first.
- 15.** The Customer will never leave any hired goods from The Company unattended in a vehicle, public place or unsecured building. The Customer accepts that all hired equipment is their responsibility for the duration of hire and that no responsibility for the equipment can be placed to third parties.
- 16.** The Company reserve the right to enter any premises where equipment is believed to be held beyond the agreed hire period. The Company will consequently seek to recover any loss of revenue throughout this period.
- 17.** The Company reserve the right to at its discretion charge 50% of the order value if The Customer fails to provide 3 days' notice of cancellation.
- 18.** These Terms of Hire are active from the point of collection and return of all equipment. This is extended to include all post hire checks by the Company to ensure that all equipment has been returned and in a satisfactory order.
- 19.** Unless otherwise stated by a Company representative, all invoices are to be paid in full to the Company within a period that does not exceed 30 days. In the event of late payment the Company reserve the right to charge a late payment fee of 10% of the invoice total per month.
- 20.** Where it is believed that a Customer will not be faithful to paying an invoice in full beyond the agreed period, a debt collector or solicitor may be appointed. In addition to recovering the value of the invoice the Company will seek to recover all related expenses.
- 21.** The company reserve the right to ask for payment in full prior to the collection or delivery of any equipment at its discretion.
- 22.** The Customer will notify the Company immediately if they require hiring any equipment beyond the contracted period. In this event the Company cannot guarantee any extensions on hired equipment.
- 23.** The Customer acknowledges that quotations, provisional and 'pencil bookings' do not constitute a contract or guarantee the availability of any equipment.
- 24.** Any guidance made by Company representatives in relation to any hire contract is given on the strict understanding that the Company is not liable for any loss or damage to hired equipment.

25. The Company will endeavour to maintain all equipment to the highest possible standard. However there is an onus on the Customer to ensure all equipment is in proper functional order and that all ordered equipment is present and correct.

26. All prices advertised by the Company are subject to change without notice.

27. Quotations are valid for 28 days from the date of production.

28. The Customer agrees to pay for repair or replacement of any permanent marks to lens and filter glass suffered during the hire.

29. The Equipment must be returned to the Company before 11am on the first business day following the period of hire unless otherwise agreed with the Company. Late returns may incur penalty fees calculated from the published daily rate.

30. Equipment deliveries and returns before 8.30am or after 6.30pm must be agreed with the Company in advance and may incur surcharges.

31. The Agreement and these Conditions shall be construed in accordance with English Law and the parties herein submit to the jurisdiction of the English Courts.

I HAVE READ, UNDERSTOOD AND I AGREE TO PAGES 1, 2 AND 3 OF THE
CAMERAWORKS LTD TERMS AND CONDITIONS FOR BUSINESS

SIGNED

ROLE:

PRINTED NAME

DATE: