

GENERAL CONDITIONS OF HIRING

GENERAL CONDITIONS RELATING TO THE HIRING OF LENSES AND OTHER CAMERA EQUIPMENT FROM EMIPRO (PTY) LTD TRADING AS "LENSRENT"

ALL COLLECTIONS ON A FRIDAY AFTERNOON AND RETURN ON A MONDAY BY 10:00 WILL BE CONSIDERED A 2 DAY RENTAL

ALL COLLECTIONS ON A SATURDAY AFTERNOON AND RETURN ON A MONDAY BY 10:00 WILL BE CONSIDERED A 1 DAY RENTAL

All equipment will be collected at one of the two premises and the hiree will have to present his or her identification document or passport, proof of residence and a copy of both, for filing purposes. No equipment will be released without payment reflecting in our bank account. No cash payments will be accepted.

***** Insurance will be mandatory with all rentals. *****

1. Definitions

The following terms shall bear the meanings assigned:

"Company": means Emipro (Pty) Ltd / Trading as Lensrent (Registration number 2011/113528/07);

"Equipment": means the camera equipment and accessories hired to the Hiree by the Company and specifically includes lenses, camera bodies, flash units, tripods and all other accessories;

"Hiree" means the party hiring the Equipment from the Company; and

"Insurance": means the insurance policy taken out by the Company to cover the Equipment against loss or damage.

2. Ownership

It is specifically recorded that the Equipment is owned by the Company.

3. Loss or Damage

- a. Any loss or damage to the Equipment is covered by the Insurance. Any loss or damage must be reported in person or telephonically by the Hiree followed by a report in writing. The Hiree shall be responsible for the excess payment of 10% of the retail value of the lost or damaged Equipment;
- b. If any Equipment or part thereof is lost or stolen, the Hiree is responsible for continuing hire charges until the replacement value of the Equipment is paid in full to the Company;
- c. If damages occur to any Equipment due to the negligence on the part of the Hiree or to any accident, full hire charges remain applicable until repairs are effected. The Company undertakes to procure these repairs at the Hiree's expenses as soon as the Company can reasonably arrange to do so.

4. The Hiree agrees to:

- a. Keep the Equipment properly housed and sheltered and shall be responsible for any loss or damage to the Equipment if not kept under these conditions. Should the Hiree be found to be negligent whilst in possession of the Equipment all cover offered by the Insurance shall be waived and the Hiree will be responsible for the entire loss or damage;
- b. Ensure that lens protective coats and protective filters remain on any lenses that form part of the Equipment at all times;
- c. Indemnify the Company against all claims for damages to property or persons, whilst using the Equipment;
- d. Return the Equipment to the Company in the same good condition as at the commencement of the hire.

5. The Hiree shall not:

- a. Remove or permit the Equipment to be removed from the Hiree;
- b. Sell, let, hire, assign, mortgage or charge for or dispose of the Equipment or part thereof in any way.

6. Extent of Contract

No conditions or warranty other than specifically set forth herein are implied or deemed to be incorporated in or form part of these terms and conditions.

7. Availability of Equipment

The Equipment is offered subject to being available when the Hiree's order is received by the Company.

8. Use of the Equipment

- a. The Hiree shall be the sole person or entity allowed to use the Equipment and is entirely responsible therefor. The Hiree shall not allow any other person to use the Equipment.
- b. The Hiree shall not use the Equipment for any unsuitable purpose for which the Equipment was not designed.
- c. The Hiree acknowledges having examined the Equipment and is satisfied with the condition thereof. Furthermore, the Hiree acknowledges that no warranty on the Company's part as to the state of or quality or fitness for any purpose of the Equipment has been given or shall be implied.
- d. The Hiree shall not repair or attempt to repair the Equipment unless specifically authorised by the Company. No allowance for the hire charges or for the cost of repairs will be made by the Company to the Hiree unless such repairs have been specifically authorised by the Company. The Company undertakes to deal with all necessary repairs quickly and as reasonably as possible.

9. Subletting

The Hiree shall under no circumstances sublet, lend or hire the Equipment to any person.

10. Government Regulations and Laws

The Hiree shall be responsible for compliance with all regulations issued by the South African Government, Provincial Authorities or any other Authorities whilst using the equipment. No unlawful use of the Equipment is permitted.

11. Use of the equipment outside of South African borders

Prior arrangements need to be made with the Company before the Equipment is intended to be used outside of the Republic of South Africa. The Company needs to give explicit permission for such intended use.

12. Inspection

The Hiree shall at all reasonable times allow the Company, its agents or representatives to have access to the Equipment to inspect, test, adjust or replace the Equipment.

13. Damage or loss of equipment or personal injury

The Company will not be liable for any damage or loss to the hiree's equipment or personal injury incurred whilst using the rented equipment.

The above Terms and Conditions are hereby agreed to and equipment was received in working condition:

List of equipment rented: _____

Period rented: Start Date: _____ to _____ (Both days inclusive)

 Hiree (Name and Surname) Hiree (Signature) Date

Hiree's ID Number: _____

 For and on behalf of the Company Date

(Equipment released to Hiree and payment received in full from Hiree)