

ABBREVIATED TERMS & CONDITIONS - V3.2

Terms & Conditions and Prices subject to change without prior notice. Refer to www.magiclightbox.com/terms for the latest up to date Terms & Conditions applicable to this rental.

Definition and Interpretation

The 'Company' refers to The Magic Lightbox Company (PTY) Ltd

The 'Hirer' refers to the individual and / or the party who hires Equipment or requires the services of/from the Company

The 'Contract' refers to the Agreement of Hire (Job Sheet) entered by The Hirer and the Company

The 'Equipment' refers to all goods and all services rendered to the Hirer by the Company

The 'Agreement' refers to these Full, and the Abbreviated version appearing on the Agreement of Hire (Job Sheet) Terms and Conditions of Hire and Service

All terms and conditions are subject to change without prior notice.

Acceptance of Contract

Any contract shall come into existence when the Company accepts an Official Order from the Hirer with regard to the supply of Equipment or Services; or when an offer from the Company is accepted by the Hirer with regard to the supply of Equipment or Services. The Company shall, at any given time, accept written confirmation via any electronic communication method as an official order. The signature appearing on the Agreement of Hire is accepted by all parties as having the authority, of being of age to read and understand all parts of the Agreement and Terms and Conditions, and is accepted entirely as the Hirers representative and as having the authority to sign on the Hirers behalf.

Duration of Contract

The Contract shall endure for the period agreed upon by all parties at the date of acceptance. Should no duration of Hire be agreed upon then the Contract of Hire will continue until all Equipment is handed over in accordance with Return of Equipment, or the Service provided by the Company has ceased.

Ownership

Equipment Hire/Ad Hoc Service(s) : All Equipment remains the sole property of the Company at all times and the Hirer shall not sub-hire or sell the Equipment at any time for what-so-ever reason.

Equipment Sale(s) : All Equipment remains the sole property of the Company until full and final payment has cleared into the Company's bank account. Pre-printed proofs of payment(s) are not acceptable. Should items be ordered for purchase, used and not paid for, the charge will revert to a rental with ownership vested in the Company. Any rental discounts are at the sole discretion of the Company.

Notwithstanding previous declarations within these Terms, ownership of the Equipment remains vested in the Company.

Duties of the Hirer

The Hirer undertakes to;

1. Ensure that the Equipment is not utilised for purposes other than the specific reasons for which the Equipment is used and the Contract was entered into
2. Ensure that the Equipment is only used by adequately qualified personnel and not for training purposes, unless specifically agreed to in writing
3. Not allow any other person other than the Company the right to the Equipment
4. Not allow any size adjustments to Silks, Back Drops or any other materials excluding trace and gels
5. Allow the Company full and unlimited access to the Equipment on request for the purposes of repairing, servicing, inspection or repossessing or for any other reason what-so-ever
6. Exercise care as may be necessary to protect the Equipment and to keep the Equipment under its control and possession at all times
7. Ensure that the Equipment shall in no way be altered or repaired should a fault be found
8. Should the Hirer be acting as a 'third party', 'Facilitator', 'Fixer' et al, the onus and responsibility of payment still lies with the Hirer and should the end client not settle any and all Invoices, the Hirer is duty and legally bound to do so
9. Be aware and make all personnel, crew members, end clients, all parties et al fully aware of the Insurance regulations pertaining to any and all Equipment

Insurance: PLEASE READ C A R E F U L L Y

The Company has Insurance cover on selected hired out Equipment. Unless otherwise specified and confirmed in writing, the Hirer is responsible for any and all excess payments at the rate of the assessed amount from the Insurer. Items valued at less than the excess per claim will be charged for at the full replacement cost, and the Hirer is responsible for such payments, on demand. In the event of a claim arising from the Company's Insurance Policy then the Hirer also becomes responsible for all administration costs thereof. Furthermore, the Hirer becomes accountable for all loss of earnings arising from any loss, damage or repair of Equipment. International Insurance has exclusions; the onus is on the Hirer to confirm whether or not the Equipment is insured in the Zone or Area or Country/Countries the Hirer is travelling to and from. All costs are for the Hirers account, excluding the Company's current Insurance liabilities exclusively. It is preferable that the Hirer obtains International Insurance Cover independently and confirms this in writing with the Company.

We strongly advise all Clients to obtain Equipment Insurance as part of their Production Package Insurance as additional risk cover.

The Hirer is responsible for familiarising him or herself and all parties concerned with the provisions of the Insurance Policy and making sure that they are being adhered to and complied with.

It should be noted that whilst the Policy contains various conditions; limitations and exclusions, the following situations are NOT covered by the Insurers when;

Theft from unattended Vehicle

Political Riot and / or Civil Unrest

Theft arising from any Equipment being left unsupervised at any time

Undisclosed and hazardous risks

Entering high risk areas without giving advanced written notification and obtaining Insurance clearance to do so

Water Damage (e.g underwater photography), Wear, Tear and gradual deterioration

Unaccountable losses discovered on inventory or stock checks or on return of Equipment

Insufficiency or unsuitability of packing or preparation of property insured

Aerial Photography

Is damaged due to being operated by, serviced by or used by any persons not qualified to do so

Is carried in open backed vehicles, vehicles with broken or damaged windows/windcreens or rear screens, side cars, motorbikes, any form of taxi services where the hirer is not present or a passenger, convertible vehicles, scooters,

Additional Insurance

The Hirer undertakes to insure all Equipment when filming under the following conditions;

1. Mo-Kits (Motor Car Kits)
2. Mines
3. Extreme Sports, Adrenalin Activities, Adrenalin Sports

If you the Hirer are unsure in any way what-so-ever whether to obtain Insurance cover, you /he/she/they must contact the Company to confirm. Proof of said Insurance must be forwarded to the Company for prior approval before the Hire is to commence. Equipment may be withheld from leaving the premises if no such documentation and approval thereof has been received by the Company. Furthermore, should no notification be received within the indicated timeframe provided to the Hirer by the Company, the Hirer accepts fully and without protest full responsibility for the replacement of any Equipment damaged whilst being used/being on set under the aforementioned conditions. The Company must be listed as co-insured and only owner of any Equipment on the Insurance itemised list where such Equipment belongs to the Company.

The Hirer is formally advised that Equipment such as Camcorders, Lenses and Camera Units must be under supervision at all times. No equipment is considered 'Supervised' when locked in rooms, cars, vans, boots, aircraft cabins or storage facilities, regardless of any security such as alarms or guards, gates or CCTV unless forcible entry can be proved beyond doubt. The Hirer should make him/her/themselves fully aware of and conform to the due diligence proviso. Should a loss or damage occur to any Equipment and the Insurers decline liability for whatsoever reason, the Hirer still remains formally and completely responsible for the replacement of each and every Equipment piece stolen, lost or damaged, and to the Company per the Terms of risk as incorporated within this contract.

All replacement costs of any and all Equipment will be for the Hirers Account, as is Loss of Earnings. Loss of Earnings are standardised and calculated at 10 weeks hire value. The Hirer is further strongly advised that the Insurers can affect recovery via subrogation (in the name of the Hirer) against any Third Party at the Insurers cost.

Claims valued at ZAR9999.99 or Less

Any claim amounting to R9999.99 (nine thousand nine hundred and ninety-nine rand and ninety-nine cents) including Value Added Tax will not be submitted to our insurers for evaluation and / or processing. All claims amounting to or below the threshold amount must either be settled in full by the hirer on presentation of our Tax Invoice or the claim must be submitted to the Hirer's own insurance for processing. Should any such claim be rejected the hirer becomes fully liable for replacement or repair* without exception and the Hirer should note that Loss of Earnings may be payable.

*if repair is not recommended, replacement of the item(s) must be made by the Hirer.

Cancellations

Cancellation fees are as follows:

A percentage of the total hire value will be charged at the following rates;

25 to 48 Hours Prior to hire start 55%

0 – 24 Hours Prior to hire start 90%

Risk

The Hirer shall be obliged to take delivery of the Equipment at the address specified in the Contract or such address as may be agreed upon between the parties prior to delivery when such delivery is tendered.

Responsibility for risk to the Equipment shall pass to the Hirer as soon as the Equipment is handed to the Hirer. The Hirer shall at that time be responsible and liable for all damage to or loss of the Equipment for whatsoever reason arising until the return thereof to the Company. All Camcorders and Lenses are to remain under the supervision of the Director of Photography and are non-negotiable.

Care, custody and control of the Equipment shall pass to the Company upon return of the Equipment at the end of the contract, and then only once the Equipment has been individually checked and inspected.

Return of Equipment

The return of the equipment will be on the day of termination of hire according to the contract, by 11h00. Unless specifically agreed to in writing by the Company, all late returns will be charged for at the full daily rate of the complete rental.

The Hirer shall return the Equipment in the same condition as when it was hired, fair wear and tear excluded. The Company undertakes to notify the Hirer within forty-eight hours of return, of any damaged or missing Equipment. Costs with regards to repairs to any damaged equipment, fair wear and tear excluded, will be for the Hirers account, without exception. Whether or not the Hirer holds a further individual, crew member, cast member or any person or persons responsible for the damage, loss or theft is totally irrelevant as the onus is on the Hirer to cover any and all costs pertaining to any damages whatsoever. The responsibility of recovery of costs falls to the Hirer in such circumstances.

Any items missing from the Equipment Hire, including all accessories, tears, scratches, cuts, burns or stains which cannot be removed; chips, damage to glass or plastic lenses, paint damage, handle breakages et al, will be charged for and the Hirer will be responsible for payment to the Company on demand. Please note that damaged Filters will be charged for at the current full replacement cost and may also incur an importation fee and customs fee and freight fee(s). The Company will provide the Hirer with original documents to support such a claim.

The return of the Equipment and the Company's failure to immediately notify the Hirer of any repair work required shall not constitute a waiver of the Company's claim to repair or damages against the Hirer.

Should said Equipment be returned late, thus jeopardising a future hire to another Hirer, the Hirer returning the Equipment late is then liable for any costs incurred for hiring in additional equipment to cover the next contract.

The Hirer shall notify the Company within four days of the termination of contract if the Equipment is to be returned before or after the agreed and specified date and time in the contract.

After hour returns or deliveries and or collections are by prior arrangement only. We are not open 24 hours a day and the Hirer or his/her/their representative will be turned away if no arrangements have been made prior to arrival.

Transfers

Should the Company offer any form of Transfer of data service, it is in no way liable, under any conditions whatsoever liable for loss of footage, data, tape, card, disc or any other form of media. All media will be withheld until payment has been made for any services provided to the Hirer by the Company.

Payment

The Company is a cash only Company and all hires or services are provided on the strict understanding that all Tax Invoices will be paid by the Hirer on Presentation without exception with or without an order number. Card payments and Electronic Transfers and Cash are all acceptable forms of payment. We do not accept cheques, Diners Club or American Express. International Transfers incur a fee, which is for the Hirers account and must be added when making payment. We do not charge for Credit or Debit card transactions. Cash payments above ZAR5000.00 (Five thousand South African rand) are not accepted. Cash deposits directly into our Bank account are subject to a fee which is for the Hirers account and must be added before payment is made. When payment has been made upfront, and the Company cancels the Contract, a refund will be given in full. Should the Hirer cancel the Contract, the Company shall refund the Hirer the amount paid less any cancellation fees. All payments received against Tax Invoices/Quotations/ProForma Invoices will include the Value Added Tax charge as shown. The client will make no deductions and will not withhold Value Added Tax. Where the Hirer is in credit with the Company, such credit will be used to settle any unpaid Invoices or balances due to the Company. Any balances remaining from such credit may either be refunded or retained for use against future services and the choice remains with the Hirer. Credit balances cannot be transferred to another Hirer regardless of any reason what-so-ever. Should the hirer fail to make any or all payment(s) the Company reserves the right to make the Hirer's information public.

Personal Responsibility

In accepting service provision in terms of this agreement, the client confirms that he/she is professionally qualified and suitably experienced to fulfill the obligations expected of him/her and the entire crew contracted in their specific skill.

The client, therefore, accepts that he/she could be held personally responsible for any loss, damage or theft, which could be attributed to negligence and/or incompetence on the part of their/his/her crew member or the client specifically

Indemnity

The service provider indemnifies the Company and its representatives against all claims by himself/herself, his/her heirs, agents, trustees or legal representatives for damages as a result of personal injury and/or death while providing service in terms of this agreement.

General

This agreement shall apply to any contract irrespective of the circumstances under which the contract was conceived. The Company is happy to provide training on any and all Equipment to the Hirer. Training is available at a fee and is subject to availability.

Quotations issued by the Company carry a non-disclosure clause. The Hirer is bound by this clause. The use of any written communicate through any media what-so-ever to obtain a reduced cost/price/rate from a fellow supplier, whether an owner operator, sole trader, company or conglomerate is hereby not allowed unless specifically agreed to in writing.

The Company is not responsible for Equipment failure due to lack of experience or knowledge whatsoever.

The Hirer shall notify the Company within four hours of commencement of the contract (travel time excluded) of any Equipment defects.

By accepting any service from the Company, the Hirer agrees to and is bound by all Terms and Conditions contained herein without exception.

Sale of Goods: Any warranty validation is specific to any item sold by the Company. Please make sure you are fully aware of any warranty or lack thereof before finalising your purchase. Cables damaged after sale are NOT under warranty and shall be charged at full replacement value.

Terms and Conditions and Prices are subject to change without prior notice, and agreement to and acceptance thereof is contained herein.

Our Terms and Conditions supersede any other terms and conditions and shall prevail.