

Equipment rental Standard Terms and Conditions 2018

The terms and conditions set out below shall apply to all business conducted or services provided by Glow Hire PTY (Ltd) (hereinafter referred to as "Glow Hire"). These terms and conditions are ongoing and shall not require separate terms and conditions for each and every occurrence or event where the Company's services and/or Equipment are utilised by the client.

1. Definition

"this Agreement" means the quotation for the hire of the equipment together with these standard terms

and conditions, which together constitute the entire agreement between the company and the client.

"the Client" means

with principal place of business and chosen *domicilium citandi et executandi* (physical address) at

"the Company" means Glow Hire, with principal place of business and chosen *domicilium citandi et executandi* at Unit 0007A Oxford Manor, corner Oxford road and Chaplin road, Illovo, 2001, South Africa.

"the Equipment" means photographic equipment let to the client by the company as identified in the quotation to which these terms and conditions are annexed, and which is hired by the client.

2. Hiring of equipment

The hiring of the equipment is subject to the following terms and conditions which, by signature hereon, the client confirms its full understanding and unconditional acceptance of and the client acknowledges that the terms and conditions and all documents forming part of this agreement have been drawn to the client's attention. The signatory hereto further acknowledges that he/she knows and understands the full meaning and effect of this clause.

3. Quotation

The cost of hiring the equipment shall be based on the quotation given to the client. The quotation is valid for 7 (SEVEN) days from date of issue. Thereafter the company retains the right to extend said quotation or issue a new quotation based on any amendments thereto. Any alterations to the booking upon which the quotation is based, entitles the company, at its sole discretion, to amend the quotation accordingly. Any queries relating to the quotation needs to be made within 2 (TWO) days from the date of issue.

4. Bookings

1. The client may preliminary place a booking for hiring the equipment over the telephone or via email. However, the company will only confirm the booking once the client has agreed and signed the quotation and these initial terms and conditions. A copy of the signed quotation and terms and conditions need to be emailed to rentals@glowhire.co.za as confirmation of acceptance, no later than 48 (FORTY EIGHT) hours before the shoot date. Thereafter these terms and conditions shall be ongoing and in full force and effect in relation to subsequent orders placed by the client.
2. The company will not acknowledge bookings confirmed by the client by way of SMS. The company will acknowledge bookings confirmed by the client by way of EMAIL.
3. When placing a booking, the client will need to stipulate what its budget is.
4. All first time clients will need to produce a copy of their ID / passport or drivers license when booking the equipment.
5. Equipment is charged at a daily rate, which shall be calculated from the time the equipment leaves the company to the time of its return, in an undamaged condition.
6. All outsourced equipment will be charged out at the company's full day rate. Travel days and down days will be charged at 50% (FIFTY PERCENT) of the price of hiring the equipment.

7. The company's office hours are from 08:00 – 17:00, Monday to Friday. After hours and weekend opening or bookings requires a surcharge of R250.00 (TWO HUNDRED AND FIFTY RAND). This applies if an employee has to go to the client or company's premises to pack an order.
8. Drivers and vans hired for after hour deliveries and / or collections will be charged out at an hourly rate which is to be determined as per each job.
9. The client is responsible for all collections and returns of equipment within an agreed time. The client is also responsible for all transport (courier and freight) costs incurred as well as for any DELAYS incurred whilst returning the equipment.
10. The client is responsible to report any defective equipment IMMEDIATELY (as it happens), to the company, failing in this, the client will be held liable for any costs incurred to repair or replace the equipment.
11. A mandatory gear check needs to be performed by the client or an authorised representative of the client when collecting equipment from the company, to ensure that the equipment works. Failure to do so will result in the client undertaking to indemnify the company against any defective equipment and will remain liable to the company for the outstanding balance. When collecting the equipment, the company does not take responsibility for any equipment LEFT BEHIND at its premises by the client and similarly for any INCORRECT equipment that may be taken by the client.
12. If any equipment is hired for use outside of the Republic of South Africa, the client will be responsible for obtaining the requisite custom clearances and serial numbers of the equipment it intends hiring. Failure to do so will result in the client being held liable for any fines and / or additional late fees and / or interest incurred as a result of equipment being held back at customs.
13. All production support costs, for example but not limited to, phone calls, collections, deliveries and overtime will be charged for accordingly.

14. Any deliveries or collections further than 15 (FIFTEEN KILOMETRES) will be charged at the company's chosen rate, plus incur a surcharge if the delivery or collection falls outside of the company's working hours.

15. All equipment must be returned to the company on the same day of the last day of shooting or by 10AM the following morning.
16. Any discounts or flat rates offered by the company are payable within 7 (SEVEN) days, failing which the company's USUAL RATES will apply.
17. Rental prices are subject to change without notice.
Full DAILY RENTAL charges will apply to all DAMAGED equipment until repaired or replaced.
Full

DAILY RENTAL charges will also apply to all days effected by the WEATHER.

5. Gear Protection Fee

The Gear Protection Fee is charged at 10% (TEN PERCENT) of the daily rate excluding VAT. Equipment is insured for rental in the Republic of South Africa only and additional insurance is required for shooting outside the Republic, which the client will need to obtain. Proof of additional insurance obtained by the client will need to be shown to the company.

In the event of an insurance claim, the client will be held responsible for the payment of any excess incurred – either a minimum of R5 000.00 (FIVE THOUSAND RAND) or 10% (TEN PERCENT) of the claim value.

Additionally, where the company has to outsource equipment from one of its suppliers for the client, the client will also be liable for the payment of the SUPPLIER'S EXCESS RATE, in the event of an insurance claim.

Please note that the insurance does not cover acts of NEGLIGENCE (e.g. loss or damage due to unattended vehicles or untrained assistants), the client will then be liable for full loss or damage costs incurred by the company.

6. Payment

New and first time clients have to pay the FULL rental rate upfront before the job, upon confirmation.

Thereafter, payment is due on completion of the client's event and no later than 30 (THIRTY) days, unless otherwise agreed.

With regards to international clients, the company will not be held responsible for the EXCHANGE RATE OR CURRENCY FLUCTUATIONS – payment to be made in South African rand only. International clients must send a letter of intent for the payment of a production that the company supplies equipment to.

Bank details: Standard Bank: Branch Name: Bedford Gardens, Code 018305, Account no: 371581826, Swift Code: SBZA ZA JJ

PAYMENT RESPONSIBILITY is held with the client that **BOOKED** and **RECEIVES** the equipment, not with a third party. The client shall be liable for and pay to the company those amounts set out in the signed quotation and on demand.

7. Cancellation Fee

All confirmed jobs are subject to a cancellation fee. Bookings cancelled by the client within 24 (TWENTY FOUR) hours of the scheduled event, for any reason whatsoever, will be charged in FULL by the company.

Cancellations 48 (FOURTY EIGHT) hours before the scheduled event will be at a 50% (FIFTY PERCENT) cancellation fee, payable to the company.

8. Failure by the client to pay the amounts due

In the event of a non-payment by the client of any monies owing to the company, the company may:

1. a) SUSPEND the carrying out of any further services until full payment is made; and/or
2. b) REFUSE to provide any further services to the client

INTEREST will be charged on all **LATE PAYMENTS** at a rate of prime plus **2% (TWO PERCENT)** per month compounded annually.

Any and all monies received from the client shall be attributed, at the sole discretion of the company, to any undisputed debts owed by the client to the company.

A certificate signed by an employee of the company, displaying the amount owing by the client at any time and reflecting the amount thereon as due and unpaid shall constitute *prima facie* proof of the amount owing by the client for the purpose of any legal proceedings.

Debt falling beyond 120 days will be handed over to the company's lawyers to collect through legal proceedings and all fees hereinto will be charged to the client.

9. Proactive Works

All work undertaken by the company on a proactive works basis shall remain the property of the company and shall be subject to the company's sole direction and discretion in terms of usage, unless expressly waived in writing by the company.

Any proactive works used directly or indirectly by the client itself, or any of its affiliated businesses; partners and/or members shall entitle the company to charge the client as per the company's advertising rates. Such rates are to be calculated at present value or the value at the time the works were completed, whichever is higher.

10. Damages

The client shall be liable for any loss, theft or damage of the equipment arising out of an act, omission or negligence of the client or its employees, agents or representatives.

11. Liabilities and Limitation

The company shall not be liable to the client or any other third party for any loss or damage if, and to the extent that, such loss and damage is caused by:

1. the loss and/or damage to any works performed at the client's special instance and request;
2. any act, omission, or statement by the company or its employees, agents or representatives;
3. any act, omission, or statement of the client or the agent of the client with whom the company deals.
4. any act, omission, or statement by the assistants recommended by the company .
5. any circumstance beyond the control of the company including but not limited to fire, floods, earthquakes, wind, storm, inclement weather, or any natural disaster, act of God, strike, riot, war, acts of state or robbery and theft.
6. damage or injury suffered by the client or any other person whatsoever as a result of the company's execution or attempted execution of its obligations to the client and / or the client's requirements or mandate.
7. Assistants recommended by the company.

12. Domicilium

Each party to this agreement hereby selects a physical address, as set out in clause 1 of this agreement, to be its *domicilium citandi et executandi* for all purposes in terms of this agreement.

All notices given in terms of this agreement shall be in writing and any notice given by either party to the other ("the addressee") which is delivered by hand to the addressee's physical *domicilium* address shall be deemed to have been received by the addressee on the first business day following the date of delivery and on the 14 (FOURTEENTH) day following the date of such posting.

The client shall give notice to the company at its *domicilium* of any change of address; or the form of legal entity; or name of ownership under which the account and / or credit facilities are being used within 7 (SEVEN) days from date that such change takes effect.

13. Indemnity

Without prejudice to any rights and obligations the company may have under this agreement, the client undertakes to indemnify and keep indemnified the company against all claims, demands, actions, proceedings or prosecutions which may be brought against the client or in which the company may be involved in consequence of or relating to the hiring of the company's equipment, unless due to the negligence and / or wilful act of the company. This indemnity will include (but not be restricted to) all costs (including legal costs on the scale as between attorney and own client), damages and other expenses incurred by the company in connection herewith.

14. Warranties and Representations by the company

The company makes no warranties and / or representations to the client as may be specifically provided herein or as notified in writing by the company to the client from time to time. The client acknowledges that the company is not in any way bound by any oral statement, representation, guarantee, promise, undertaking, inducement or otherwise which may have been made at any time by any salesman, employee or any other person acting or purporting to act for and on behalf of the company whether negligently or otherwise, unless such statements, representations, guarantees, promises, undertakings, warranties or inducements are supplied or made in WRITING by an employee DULY AUTHORIZED in writing to do so.

Only the following employees shall be considered to have bound the company to any agreement and / or contract:

A. Alexis Fotiadis

15. General

This agreement and the signed quotation constitute the whole agreement between the parties.

Any variation, of this agreement shall only be in force and effect if reduced to WRITING and SIGNED by all parties concerned.

Any delay, waiver, omission or forbearance on the part of the company to exercise any right or power arising out of any breach or default by the client of any of the terms and conditions hereof shall not constitute a waiver by the company of any right hereunder to require strict compliance with this agreement.

This agreement is to be governed by the laws of the Republic of South Africa and accordingly any dispute concerning inter alia the validity, existence, interpretation, rectification, breach or termination of this agreement shall be determined in accordance with the laws of the Republic of South Africa.

The client hereby consents to the jurisdiction of the Magistrate's Court in respect of any claim against it (the client) by the company arising directly or indirectly from this agreement, whether or not the amount thereof would otherwise exceed such jurisdiction, provided that the company (at its opinion) may institute legal proceedings in the appropriate High Court.

In the event of any action being instituted by either party against the other arising from or in connection with this agreement, the successful party shall be entitled to recover costs from the unsuccessful party on the scale as between attorney and own client.

The exercise by the company of any of its rights granted to it by these terms and conditions shall be without prejudice to any other rights it may have under this agreement or at common law.

If the client is a juristic person, the client hereby warrants that the person signing this agreement on behalf of the client is DULY AUTHORISED to do so. In the event that the client is a company or close corporation, the person signing on behalf of the owner, binds him/herself as SURETY and CO-PRINCIPAL DEBTOR with the client unto and in favour of the company for the due obligations of the client to the company in terms of this agreement and in doing so RENOUNCES the benefits of excussion and division.

I / we declare that I / we have read the above standard terms and conditions carefully and that I / we fully understand and unconditionally accept the above.

AUTHORISED SIGNATORY:

NAME INFULL: CAPACITY: COMPANY: DATE: