



digitalfilm

high definition facilities and sales

Many facilities' houses charge

We do not levy this charge as it is hugely misleading to Clients, who then assume they are covered in the event of theft or damage or claim rising for what-so-ever reason.

But under no illusion – you are NOT covered by Insurance from any facilities house if their Insurers decline the claim – you are ONLY covered for the EXCESS charge of any claim approved. In short, if the Insurance Company declines the claim, you are 100% liable for the FULL replacement cost of any lost, stolen or damaged or claimed for Equipment.

Obviously, if the any claim is accepted and approved by the Insurance Company, your liability reverts back to the Excess portion only.

You are urged to thoroughly read through our Insurance information, terms and conditions and familiarize yourself and your entire crew of all the exclusions. It is for your benefit to be well aware of all the facts.

Insurance

The Hirer is responsible for familiarizing himself and all parties concerned, with the provisions of the Insurance Policy and making sure that it is 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;
- Civil Unrest
- Theft arising from the equipment being unsupervised at any time;
- Undisclosed hazardous risks;
- Entering high risk areas eg. townships and informal settlements without written notice
- Water damage (under water 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 or property insured
- Aerial Photography
 - Is damaged due to being operated by, serviced by, or used by any persons not totally qualified to do so.

Additional Insurance – The Hirer undertakes to insure all equipment when filming under the following conditions:

- MoKits (Motor car Kits)
- Mines
- Extreme Sports, Adrenalin Activities, Adrenaline Sports

If you the Hirer is unsure in any way whether to obtain insurance cover, he/she must contact the Company to confirm. Proof of said Insurance must be forwarded to the Company before Filming commences. Should no notification of Insurance be received, 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 Hirer is formally advised that equipment such as Camcorders should 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, gates or personnel unless forcible entry can be proven.

The Hirer should make himself aware of and conform to the due diligence proviso. Should a loss or damage occur to the Equipment and the Insurers decline liability for whatsoever reason, the Hirer still remains formally and completely responsible 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 Clients account, as is Loss of Earnings. Loss of Earnings are standardized and calculated at 35% or 10 weeks, whichever ever is the lesser.

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 Insurer's cost.

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/Area he/she is travelling to and from. All costs are for the Hirer's 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.

Own Insurance

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Should the Hirer wish to obtain its own Insurance, it must be approved by the Company 14(fourteen) days **prior** to the Collection of the Equipment. The Hirer is still responsible for any and all excess charges. The Company must be named as co-insured. The Hirer becomes accountable for all loss of earnings arising from any loss, damage or repair of Equipment. It is recommended that the Hirer obtains Equipment Insurance with his/her Production Insurance for cover in the event of a claim being rejected by The Company's insurers.

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

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