

DIGITALFILM TERMS AND CONDITIONS

Abraeas Vision CC trading as Digitalfilm. CK 98
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DIGITALFILM

TERMS & CONDITIONS

Definitions and Interpretation

The 'Company' refers to Abraeas Vision trading as Digitalfilm.

The 'Hirer' refers to the individual and / or the party who hires equipment from the Company.

The 'Contract' refers to the agreement of hire between the Company and the Hirer.

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

The 'Agreement' refers to these standard Terms and Conditions of Hire.

Acceptance of the 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 when an offer from the Company is accepted by the Hirer with regard to the supply of Equipment. The company reserves the right to withhold any and all equipment until an official Purchase Order is received from the client.

Duration of the 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 the section on **Return of Equipment**.

Ownership

Equipment Hire / Rentals : All equipment remains the property of the Company at all times, and the Hirer shall not sub-hire or sell the equipment.

Equipment Sales : All equipment remains the property of the Company until full and final settlement of account has been made and cleared by the Hirer / Purchaser's bank.

Notwithstanding previous declarations within these terms, ownership of the equipment remains vested in the company.

Duties of the Hirer

The Hirer undertakes to :-

Ensure that the Equipment is not to be utilized for the purposes other than the specific reasons for which the Equipment is used and the Contract was entered into.

Ensure that the equipment is only used by adequately qualified personnel, and not for training purposes, unless specifically agreed to in writing.

Not allow any other person other than the Company right to the Equipment.

Allow the Company full access to the Equipment on request for the purposes of repairing, servicing, inspection or repossessing or for any other reason whatsoever.

Exercise care as may be necessary to protect the Equipment and to keep the Equipment under its control and possession at all times.

Ensure that the Equipment shall in no way be altered or repaired should a fault be found.

Should the Hirer be acting as a "third party", "facilitator", "fixer" et al, the onus and responsibility of payment still lies with the Hire.

Should the end client not settle any and all invoices, the Hirer is duty and legally bound to do so.

Be aware and make all crew and all parties aware of the **Insurance** regulations pertaining to any and all equipment.

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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 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

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Insurance liabilities exclusively. It is preferable that the Hirer obtains International Insurance Cover independently and confirms this in writing with The Company.

Own Insurance

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.

Cancellations

Cancellation fees are as follows :-

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

Cancellation made 25 - 48 hours prior to hire start	50%
Cancellation made 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 is 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 the 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 48 (forty-eight) hours of return of the Equipment of any damaged or missing equipment. Costs with regards to repairs to any damage to Equipment, fair wear and tear excluded, will be for the Hirer's account, without exception. Whether the Hirer holds an individual Crew or Cast member, or any other party responsible for any damage to any Equipment is irrelevant as the onus is on the Hirer to cover any and all costs pertaining to any damages what-so-ever. The responsibility of recovery of costs fall 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 current replacement costs (including freight). The Company will provide the Hirer with original documents to support such claim.

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The Return of 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 costs or damages against the Hirer.

Should said Equipment be returned late, thus jeopardizing a future hire to another Hirer, the Hirer returning the Equipment late is then liable for any costs incurred for hiring additional Equipment to cover the next contract. (Loss of Earnings)

The Hirer shall notify the Company within 4 (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. Deliveries and or collections are **by arrangement only** We are NOT open 24hrs, and the Hirer, his/her representative, driver, et al will be turned away if no arrangements have been made prior to arrival.

Transfers

Whilst the Company undertakes to take due care and diligence with regard to master tapes, the Company cannot be held liable for any loss or damage to such tapes due to any causes whatsoever.

Transfers that arrive late, (later than the time booked) and **consequently** cause the Company staff to work overtime will be charged a Transfer overtime rate at a quarter of the usual hourly cost; over and above the quoted transfer rate. Transfers that are booked in for overnight Transfers in advance will also attract an overtime fee of one quarter of the quoted rate.

All tapes left in the care of the Company are left at the client's own risk. The Company reserves the right to withhold any and all Tapes until payment has been received.

Payment

We accept VISA, Mastercard and Maestro payments. A direct transfer facility is also available. All cheques must be made payable to Digitalfilm. If the Hirer issues a cheque which is returned from the Hires banking institution, no further cheque payments will be accepted from the Hirer. The Hirer is solely responsible for payment, whether the hire was a cross-hire, for a third party or as a facilitator for an International group.

The company operates a COD policy all any and all hires, purchases, transfers and any and all transactions.

No transfer copies or master tapes will be released if the hirer is indebted to the Company for 10 consecutive days or longer.

The Hirer is responsible for settlement of any and all Invoices/Claims, even when acting as a "THIRD Party", "Representative", "Fixer", et al. Whether or not the Hirer works with Purchase Orders or not, the Hirer will settle any and all invoices with or without Purchase Orders owed to the Company on demand. When payment has been made 'upfront' and the order is cancelled, refund(s) will be made to the Hirer only after any cancellation fee(s) have been deducted. Should the Company have to cancel an accepted order*, a refund will be made. Foreign transfer fees are not to be deducted from our Invoices – banking fees are for the Hirers account in their entirety. We do not charge a credit card fee. Due to high fraudulent activity in South Africa, we do not accept R200.00 notes until further notice. *Cancellation due to a Digitalfilm error. All other cancellations excluded.

General

This Agreement shall apply to any contract irrespective of the circumstances under which the contract was conceived.

The Company is happy to **demonstrate** the use of the Equipment to the Hirer. Training is available at a charge and is subject to availability. Quotations issued by the Company are confidential, and are bound the Company's Non-Disclosure policy. The use of any written communiqué's (including but not limited to Quotes/Estimates, Invoices, Faxes, Emails, written or verbal communication's to obtain a reduced cost/price/rate from a fellow supplier is hereby not allowed unless specifically agreed to in writing.

The Company is not responsible for equipment failure due to inadequate knowledge whatsoever.

The Hirer shall notify the Company within 12 (twelve) hours of the commencement of Contract of any equipment defects.

Terms and Conditions and prices subject to change without prior notice.

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!!Take Note!!

**UPON SIGNING THE JOB SHEET, ON WHICH EQUIPMENT HIRED IS STIPULATED, YOU AGREE TO THE COMPANY'S
TERMS AND CONDITIONS.**

NOTE!! WE ARE OPEN SEVEN DAYS A WEEK.

WE ARE NOT OPEN 24 HOURS!!!!

We are a C.O.D Company!