

NUMERIQUE

TERMS AND CONDITIONS

Please read the following information carefully. By hiring equipment from Numerique Limited, you are agreeing to the following terms and conditions:

1. "Hirer" refers to the customer who is hiring the Equipment from Numerique Limited.

"Equipment" means the hired items.

"Hire Period" is the period for which the Equipment is hired. Each day is calculated on a 9 hour period from the time at which the Equipment is either:

a) Collected from our premises.

b) Leaves our premises because it is being delivered to the Hirer.

Part of a day will be considered to be a full day for the purpose of calculating the hire charge.

Overtime: Daily rates based on 9hrs, additional hours charged @ £50 and hour.

2. By placing an order, the Hirer shall be deemed to have accepted the terms and conditions of this agreement, which shall govern the provision of the Services to the exclusion of any other terms and conditions (including without limitation any terms and conditions of the Renter).

3. Title to said equipment shall remain with Numerique Limited. Hirer has examined said equipment prior to signing this agreement and agrees that the same is the correct equipment ordered by Hirer and is in good order, condition and repair. The Hirer agrees to return said equipment to Numerique Limited (unless otherwise stated prior to the signing of agreement) on or before 10.00am on the date shown for "equipment due" in the same good order, condition and repair, and to pay Numerique Limited therein at the rate provided. The rental day shall commence on the day the equipment is delivered/collected to/by Hirer and shall continue until said equipment is returned. Hirer agrees to pay 1 additional days rental if said equipment is not returned before 10.00am.

3.1 Extension and cancellation of hire.

a) If notice is given to terminate or extend the hire period more than 24 hours before the agreed time, there will be no penalty.

b) If notice is given within 24 hours of agreed time, a charge equivalent to 100% of one day's hire cost will be levied, unless otherwise stated prior to agreement.

4. Damage/Loss Cover: It is a condition of hire that all equipment be comprehensively covered against loss or damage from the commencement of the hire period.

a) Unless otherwise instructed by Hirer, Numerique Limited damage and loss waiver facility is automatically charged at a fee calculated as a percentage of the rental fee.

b) It should be noted that while the facility is comprehensive the Hirer is liable for the first £300 of any claim. The Hirer should be aware of the exclusions due to negligence and in the event of any loss or damage to the Equipment while on hire the Hirer will report any relevant details to Numerique Limited as soon as practicable, and in respect of any loss make a report to the local police.

c) Hirer may use own insurance policy, providing a copy is made available to Numerique Limited prior to hire, and meets the requirements as laid down by Numerique Limited.

d) If client wishes to waive the insurance cover they will be subject to the full cost of replacement/repair of item.

4.1 Exclusions. Numerique Limited Damage/Loss cover does not include:

a) Damage caused by corrosion, excessive heat, dampness or physical mistreatment.

b) Damage occasioned by or resulting from nationalisation, confiscation, requisition, seizure or destruction by government or any public authority.

c) Property damaged as a result of its undergoing any process including testing, repairing, adjusting, servicing or maintenance operation.

d) Damage arising from breakage of flash tubes and/or bulbs, valves, transistors, capacitors or integrated circuits.

e) Damage to glass and other fragile or brittle articles (other than lenses) unless caused by fire, theft or accident to the conveyance in which the property covered is being transported.

e) Theft from unattended vehicle.

f) Consequential loss of any description.

g) Damage or loss resulting from negligence.

5. The Hire Period will be calculated as follows:

a) 1 day: Any 24 hour period commencing from the time the Equipment leaves the Numerique Limited premises until the same time the following day.

b) 1 week: Any continuous period of 7 days calculated in accordance with Section 5(a) above.

c) 1 month: Any continuous period of 30 days calculated in accordance with Section 5(a) above.

d) Weekend: The period from 6.00 p.m. on Friday to 9.00 a.m. on Monday, which is to be calculated as a period of one day for the purposes of these terms and conditions.

e) Early Pick-Up: Provided that the Equipment is available, the Equipment can be collected after 4.00 p.m. the day before the Commencement of Hire starts and returned (by 10.00 a.m. the day after the end of the Hire Period) without incurring further charges.

f) Numerique Limited will use all reasonable efforts to have each item of specified Equipment available for hire on the Commencement of Hire but shall not incur any liability whatsoever in the event of any non-availability due to failure by another customer to return, unforeseeable mechanical breakdown or any other circumstance beyond its reasonable control.

6. Limitation of Liability: Hirer agrees that if any equipment rented hereunder is not suitable for the Hirer's use or is defective, or is in need of repairs, that he shall have no claim against Numerique Limited for damages and Renter hereby waives such claims. The parties hereto agree that this waiver is a material part of the consideration for this rental agreement.

6.1 If any film, disc, software or other media other than Numerique Limited is damaged or destroyed, our liability will not exceed the value of the film, disc, software or other media notified to us in writing in advance of the hire to allow us to insure such loss or damage. If no value is notified to us you agree that our liability is limited to the rental cost of the damaged material.

6.2 Numerique Limited shall be indemnified against any physical harm to Hirer or third party persons in relation to operation of Hired equipment, including damage to property electrical or otherwise.

6.3 All times which state or quote for delivery are approximate. Numerique Limited will not be liable for any delays caused by any circumstances beyond our reasonable control.

Numerique Limited will not be liable for any indirect loss, loss of business, profits, savings you expected to make, wasted money, wages, fees or expenses, due to late delivery, non-delivery, unsuitability, breakdown or stoppage of the Equipment or any part of it.

7. Liability. Our Equipment is serviced regularly and is tested to ensure that every item functions according to its specifications.

Every effort is made, therefore, to ensure that Equipment is supplied in working order. Numerique Limited cannot be held liable, however, for failure of Equipment or for consequential or sub-consequential loss there from.

It is strongly recommended that the hirer tests that the equipment functions properly for its intended use prior to commencing an important assignment and/or overseas travel.

Any breakdown or any unsatisfactory working of Equipment must be immediately notified to us.

Under no circumstances must you repair or attempt to repair the Equipment unless authorised by us. The Equipment must be returned to our premises for examination. You must notify us immediately if the Equipment is involved in any accident resulting in damage to the Equipment or to other property, or injury to any person.

If the Equipment is defective, you must notify us immediately and if the defect has not been caused by anything you have done or failed to do we will (at our option):

a) Replace it as soon as reasonably possible; or

b) Credit you for the hire charges of the defective Equipment. If you request us to attend and if the Equipment is

not defective you will pay the call-out charge notified to you.

8. Responsibility of Hirer: Hirer agrees that he will indemnify Numerique Limited harmless from claims of all persons that said rented equipment is not suitable for Hirer's use or is defective.

a) Hirer agrees to operate each piece of equipment rented hereunder in accordance with the manufacturer's operating procedures.

b) Hirer agrees not to assign or transfer this rental agreement or the property subject to this rental agreement.

c) It is the responsibility of the Hirer to arrange suitable supply of electricity for use with rented equipment at all times, including compliance with the 'Electricity at work regulation' 1989 (and all amendments therein).

d) Your responsibilities include safekeeping of the Equipment and protection against the elements, theft, vandalism or improper use.

e) You are responsible for providing suitable protection for the Equipment while it is being transported, e.g. in an aircraft hold.

f) Equipment lost, stolen or damaged while in the Hirer's possession (and not covered by Numerique Limited Damage/Loss policy) will be the entire responsibility of the Hirer. Account customers will be invoiced at replacement cost and for non-account customers, the replacement cost will be deducted from the deposit. If there is any further balance owed it will be added to the hire invoice. Any items not returned from hire, such as lens caps, cable releases, sync leads, lens caps etc, will automatically be charged to the Hirer's invoice at full current replacement cost.

9. Time is of the essence of this agreement. If Hirer fails to return said equipment when due or fails to pay the rental therein, Numerique Limited may declare Hirer in default and shall have the right to repossess said equipment from Hirer, and to recover all damages, accrued rental, cost and reasonable legal fees. Hirer hereby waives any claim for loss or damage from said repossession.

10. If within 48hrs after the return of said rental equipment Numerique Limited discovers that the same has been damaged while rented under this agreement, the Hirer shall be notified of the description of such damage and the amount required to repair the same and Hirer agrees the same on demand.

11. In the event Hirer is in default under this rental agreement and an action is commenced to enforce any right hereunder the prevailing party in such action may recover from the other, in addition to all other relief, reasonable legal fees incurred in said action or proceedings.

12. In the event that the Hirer from time to time rents other equipment from

Numerique Limited, the terms and conditions of this hire agreement shall apply to such other rentals.

13. Digital capture/Storage: Unless otherwise instructed, all digital capture and back up is the responsibility of the hirer. If requested prior to hire, Numerique Limited will store digital capture for up to 30 days. Beyond this time charges will be applied according to Numerique Limited current prices. Numerique Limited accepts no liability for loss or damage to stored or captured images during or after the Hire Period.

14. Identification marks. You will not remove, deface or cover up any stickers or labels indicating that items of equipment are property of Numerique Limited.

NUMERIQUE

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