

Terms and Conditions

These Terms and Conditions govern the supply and hire of equipment and related services by Specialised Film Services (Pty) Ltd (hereafter “Specialised Film Services” or “we”) to the person or entity hiring equipment or services (hereafter “Lessee” or “you”). By accepting equipment, services, a quotation or an invoice from Specialised Film Services you agree to be bound by these Terms and Conditions.

1. Insurance, Risk and Excess

- The Lessee must take up their own insurance to cover the equipment that is to be rented out. Should they require us to insure the goods the Lessee needs to stipulate that requirement separately and as the Lessor, we shall charge for insurance as an additional cost.
- Where an insured claim value does not exceed an agreed threshold, the lessee will be liable for a fixed excess amount; where the claim exceeds the threshold the lessee will be liable for a percentage excess of the claim value as set out in the quotation or Annexure.
- The lessee must comply with the terms of the applicable insurance policy and is responsible for costs not covered by insurance due to non-compliance with that policy.
- Risk in the equipment passes to the lessee when the equipment is handed to the carrier or the lessee collects it; the lessee and carrier are responsible for loss or damage while the equipment is in transit or in the lessee’s possession.

2. Ownership and Title

- Ownership of all equipment remains with Specialised Film Services at all times and the lessee acquires no proprietary interest by virtue of hire or payment.
- Equipment supplied to the lessee remains our property until all amounts due have been paid in full and no right to sublet, cede, assign, pledge or otherwise part with possession of the equipment is permitted without our prior written consent.

 173 Oxford Road, Rosebank, Johannesburg, 2196

3. Payment, Deposit and Credit

- New or first -time lessees may be required to pay a refundable deposit (typically up to 10% of the value of the quoted equipment) prior to collection or delivery; all hires are COD unless we expressly grant account trading terms in writing.
- Approved account customers may be granted 30 day payment terms; any discount offered is conditional on timely settlement within the agreed credit period and will be revoked if payment terms are not met.
- Overdue accounts attract interest at the rate specified on invoice (usually 2% per month) and the lessee is liable for reasonable collection and re-billing costs.
- Any invoice dispute must be made within seven days of the invoice date; otherwise the invoice is payable as rendered.

4. Cancellation and No-Shows

- Cancellation charges apply as specified in the quotation: cancellations within 48 hours of the booked date will incur a cancellation fee (commonly 40% of the quoted amount) and cancellations within 24 hours will incur a higher fee (commonly 70% of the quoted amount).
- If equipment has already been shipped, return and late return charges will apply in accordance with these Terms.

5. Collection, Delivery and Return

- The lessee must take delivery at our business address or other agreed location and must collect and return equipment on the specified dates and times; returns after the specified cut-off time (including Saturdays where applicable) will be charged at the full day rate.
- Where we provide a return shipping label the lessee must obtain proof of collection or drop-off; use of an unauthorised carrier that results in loss or damage will be treated as unreturned equipment and charged accordingly.

6. Use, Care and Inspection

- The lessee must ensure that equipment is used only by competent, experienced personnel and only for its intended purpose; we may require

 173 Oxford Road, Rosebank, Johannesburg, 2196

- proof of competence and may supply an operator at the lessee's cost if necessary.
- The lessee must inspect equipment on receipt and notify us immediately of pre-existing damage; failure to report defects on collection or delivery will be deemed an acknowledgement that the equipment was received in good working order.
- The lessee must not alter equipment without prior written consent; unauthorised alterations shall become our property and restoration costs will be charged to the lessee.

7. Damage, Loss, Missing Accessories and Repairs

- The lessee is responsible for damage, loss or theft of equipment while in the lessee's possession and will reimburse repair or replacement costs excluding amounts properly paid by insurance.
- Missing accessories (lens caps, hoods, batteries, chargers, memory media, straps, etc.) will be charged at replacement cost as set out in the inventory or price list.
- We will repair equipment that fails due to manufacturing defects at our cost; damage caused while in the lessee's possession will be repaired at the lessee's cost and charged accordingly.
- We will inspect returned equipment within a reasonable period (commonly two working days) and notify the lessee of any missing items or required repairs and the cost thereof.

8. Exclusions, Prohibited Uses and High-Risk Activities

- Certain uses are excluded from insurance cover unless specifically authorised in writing and cleared with our insurer, for example underwater operations, aerial operations, and other hazardous pursuits; loss or damage arising from unauthorised high-risk use will be for the lessee's account.
- Theft from an unattended vehicle, exposure to abnormal risks, and deliberate or reckless misuse are expressly excluded from cover unless prior written arrangement is made.
- Solid state media, (SSD, SD, P2, CompactFlash, SxS, etc.), are not insurable and lost or damaged media will be charged to the lessee.

9. Optional Protection Plans

- We may offer optional damage and loss protection plans which, if purchased, limit the lessee's liability subject to the plan terms, exclusions

 173 Oxford Road, Rosebank, Johannesburg, 2196

- and limits; details of available plans and cover levels will be provided on request and form part of the hire agreement when selected.

10. Liability, Indemnity and Warranties

- The lessee indemnifies Specialised Film Services and its employees, agents and contractors against all claims, losses, damages and expenses (including attorney-and-client costs) arising from the lessee's use of the equipment, except to the extent caused by our gross negligence or wilful misconduct.
- We supply equipment in good working order but make no other warranties unless expressly provided in writing; our liability for delay or malfunction is limited to a pro rata refund of rent for the period the equipment was unavailable to the lessee to the exclusion of consequential loss to the fullest extent permitted by law.
- Nothing in these Terms purports to exclude non-excludable statutory rights under South African law including the Consumer Protection Act where applicable.

11. Taxes, Duties and Encumbrances

- The lessee is responsible for and must reimburse us for any taxes, duties, fines, levies or other charges imposed as a result of the lessee's use or possession of the equipment.

12. Default, Remedies, Repossession and Costs

- If the lessee defaults in payment, fails to return equipment, becomes insolvent or breaches any material term, all amounts owing become immediately due and we may repossess equipment, retain deposits, charge for repairs or replacement and recover collection and legal costs reasonably incurred.
- We may repossess equipment without liability for trespass if the lessee is in default and should take reasonable steps to minimise damage when doing so.

13. Assignment

- The lessee may not assign or cede any rights or obligations under these Terms without our prior written consent; we may assign or cede these Terms at any time and will notify the lessee of any such assignment in writing

 173 Oxford Road, Rosebank, Johannesburg, 2196

14. Domicilium, Notices and Credit Checks

- Each party chooses its *domicilium citandi et executandi* as set out on the quotation, invoice or account details and notices must be delivered by hand, registered post or email to those addresses.
- By accepting these Terms the lessee consents to us conducting credit checks and taking reasonable steps to verify information provided by the lessee where necessary for credit or recovery purposes.

15. Governing Law, Jurisdiction and Dispute Resolution

- These Terms are governed by the laws of the Republic of South Africa. The parties submit to the non-exclusive jurisdiction of the South African courts, including the Magistrate's Court where applicable, for claims falling within its jurisdiction.
- Parties will attempt to resolve disputes by negotiation; either party may seek urgent interlocutory relief from a court where necessary.

16. Breach and Remedies

- If the lessee defaults and fails to remedy within a reasonable notice period (commonly seven days) we may, without prejudice to any other remedy, suspend services, terminate the agreement, retain monies paid and claim all amounts due plus costs and interest.

17. Miscellaneous


- These Terms together with the quotation, order confirmation, invoice and any annexures or protection plan documentation constitute the entire agreement between the parties and supersede all prior agreements. Amendments must be in writing and signed by both parties.
- If any provision is void or unenforceable the remainder survives and continues in full force and effect.

18. Acceptance

- No equipment will be supplied without the lessee's acceptance of these Terms and Conditions, either by signature on the hire form, by electronic acceptance, or by payment of deposit or rental.



Specialised Film Services contact details and the specific hire schedule, insurance excesses, deposit amounts, protection plan options and itemised accessory replacement values are set out in the quotation, hire form and Annexures which form part of this agreement.

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