



### Responsibility

- 1.1 The Hirer shall give such proof of their identity, as the Owner shall reasonably require.
- 1.2 The person or company/organisation who enters the hire contract assumes full financial responsibility for the equipment until it is returned. Company/organisation assumes responsibility through employee or hired/contracted professional or student who rents on their behalf. Any late return of equipment may be charged at our discretion.
- 1.3 All damage to the equipment shall be reported to the Owners within 24 hours.
- 1.4 The insurance liability for any lost, stolen or damaged equipment is with the customer. We retain the right to charge for any losses (material or financial) or damage to equipment whilst on hire. Continuing Hire Charges are charged at the hired equipment's daily book rate, before any discount was applied until equipment is replaced or repaired and back in service.
- 1.5 The client and guarantor shall take all reasonable precautions to avoid loss/damage to the equipment during the period of hire.
- 1.6 The client & guarantor are responsible for the safe handling of equipment. Repair or replacement costs for the registered retail value of the equipment plus processing costs will be billed to the debtor and/or guarantor for damage or loss while the equipment is in the client's possession.
- 1.7 It is the client's responsibility to test and examine all hired equipment to determine it is in good working order and in a condition fit for the client's purpose. All equipment must be tested prior to filming, with any issues immediately reported to Feral.
- 1.8 The equipment shall be deemed to be in good condition at the beginning of the hire period unless any damage shall have been noted on the delivery note. Any damage occurring during the shoot must be immediately reported to Feral.
- 1.9 The equipment shall be the responsibility of the Hirer at all times when in the Hirer's possession, and in the event of loss of goods or any item thereof from whatsoever cause or reason, shall immediately pay to the owner the full costs of replacement, packaging and administration.

### Hire Period

- 2.1 The hiring period of the equipment shall commence at the time specified in the Agreement Form. It shall begin at the time the equipment leaves the Owner's premises and shall finish when the equipment is returned to the Owner's premises.
- 2.2 The equipment must be returned (or made available for collection) at the time and date specified in the Agreement Form, unless in the meantime the Owners have agreed to an extension.
- 2.3 Extension of hire must be notified to the Owner at least 24 hours before the end of the original hire period.
- 2.4 Cancellation fees may be levied at Owners' discretion but are not applicable if at least 48 hours notice of cancellation is given by the client.
- 2.5 Prices are subject to change by the Owners without notice.
- 2.6 Hire charges for equipment are calculated from the time equipment leaves the premises until the end of the period of hire, or when the equipment is returned to us, whichever is the later.
- 2.7 Travel dates are charged at 50% list price after any discount is applied and test dates happening outside of premises are charged at 50% list price before any discount applied.

### Collections, Returns and Deliveries

- 3.1 Equipment must be picked up between 4-5:30pm the day before hire commences and must be returned between 9-11am the day following the agreed.
- 3.2 A call-out fee may be charged for out of hours pick up or return at £15 + VAT per Hour (30 + VAT after 8pm and before 7am).
- 3.3 Courier charges apply to equipment delivered or collected by the Owners.

### Payment

- 4.1 Payment of hire charges must be made by cash, BACS or debit card prior to the commencement of the hire period unless an account has been established with the Owners. Credit card payments incur a 2% surcharge on the full amount to be paid.
- 4.2 Any Administration and legal costs involved in pursuing an overdue account will be charged to and paid by the client or guarantor.
- 4.3 Payment for hire shall be made within thirty days of invoice unless the Hirer chooses to accept any discount offered for alternative payment terms in which case all monies due must be in our possession before the last day of the period to which the discount refers. Late payment shall incur immediate loss of discount and a new agreement must be made. All payments must be made in £ sterling. Under the terms of Late Payment of Commercial Debts Act 1998 invoices must be paid within 30 days of initial issue.
- 4.4 The Owners reserve the right to refuse to hire equipment to the client in the event that the client fails to comply with Feral Equipment's terms of payment.
- 4.5 If the Hirer shall default in punctual payment of the sums to be paid, or shall fail to observe or perform the terms and conditions of the agreement, or if the Hirer shall do or cause to be done or permit or suffer any act whereby the Owner's rights in the equipment may be prejudiced or put in jeopardy, this agreement shall forthwith determine (without any notice or other act on the part of the Owner) that it shall thereupon be lawful for the Owner to retake possession of the equipment and for that purpose enter into or upon any premises, and the determination of the hiring under this clause shall not affect the right of the Owner to recover from the Hirer any monies due to the Owner under this agreement or damages for breach thereof.
- 4.6 Hires that are confirmed by the Hirer and are cancelled with less than 24 hours notice to Feral, will be charged at 50% the original charge agreed.

### Insurance

- 5.1 The Hirer shall keep the equipment insured from the time it leaves the Owner's premises and until it is returned to it - against theft, fire, loss, damage or risk from any cause arising in the full replacement value thereof & will permit the Owner at all reasonable times to have access to the equipment and to inspect the state & conditions thereof.
- 5.2 If the equipment are damaged or lost, payment for replacement must be made immediately, unless otherwise agreed by the Owner. Replacement items shall become subject to the provisions of this agreement.
- 5.3 The sum insured must not be less than the current value of 'same week' replacement of equipment.
- 5.4 Where you are more than one person or entity this agreement is binding on each of you jointly and severally.
- 5.5 The hirer shall not remove equipment from the UK without obtaining the Owner's consent in writing specifying the country to which the equipment is to be removed and in such event the Hirer shall pay additional insurance in respect of such removal of the equipment and shall indemnify the Owner against all customs duties, taxes or other pecuniary levies either as a result of removal of, or return of the equipment from UK and shall pay to the owner, if required, 10% of the value of the equipment supplied by way of a deposit, each sum to be returned to the Hirer at termination of hiring by Owner after deduction of any monies due by the Hirer to the Owner.
- 5.6 Any waiver or other indulgence granted by the Owner shall not affect the strict rights of the Owner under these terms.
- 5.7 Responsibility for shipping, preparation of Carnet & Customs documents & lodging of any bonds shall be entirely that of the hirer.
- 5.8 Damages to individual lenses and/or other items which are part of and were hired out as a set, put the entire set out of action until said items are replaced/repared and back in service. Continuing Hire Charges will apply to the entire set until affected item is replaced/repared and back in service.

### Liability

- 6.1 Feral Equipment accepts no responsibility for damages to people or property arising from the use of our Equipment.

Feral reserves the right to change/ammdend the T&Cs of Hire without prior notice.

**By agreeing to hire from Feral Equipment you are entering a binding contract and you accept the Terms and Conditions of Hire.**