

Terms and Conditions

Cine Paws Equipment Hire

TERMS AND CONDITIONS OF HIRE

1 INTERPRETATION

1.1 In these conditions the following words have the following meanings:

"Contract" means a contract which incorporates these conditions and made between the Customer and the Supplier for the hire of Hire Goods;

"Customer" means the person, firm, company or other organisation hiring Hire Goods;

"Dispatch(ed)" means dispatch(ed) and/or goods released to the custody of the hirer or their duly authorised representative.

"Deposit" means any advance payment required by the Supplier in relation to the Hire Goods which is to be held as security by the Supplier;

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;

"Hire Goods" means any camera and accessories specified in a Contract which are hired to the Customer;

"Hire Period" means the period commencing when the Customer holds the Hire Goods on hire (including Saturdays Sundays and Bank Holidays) and ending upon the happening of any of the following events:

(i) the physical return of the Hire Goods by the Customer into the Supplier's possession; or

(ii) the physical repossession or collection of Hire Goods by the Supplier;

"Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

"Rental" means the Supplier's charging rate for the hire of the Hire Goods which is current from time to time during the Hire Period;

"Supplier" means Nicole Newbury t/as Cine Paws, and will include its employees, servants, agents and/or duly authorised representatives;

"Services" means the services and/or work (if any) to be performed by the Supplier for the Customer in conjunction with the hire of Hire Goods including any delivery and/or collection service for the Hire Goods.

2 BASIS OF CONTRACT

2.1 Hire Goods are hired subject to them being available for hire to the Customer at the time required by the Customer. The Supplier will not be liable for any loss suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond the Supplier's control.

2.2 Where hire of the Hire Goods is to a Customer who is an individual and the hire would be covered by the Consumer Credit Act 1974 the duration of the Hire Period shall not exceed 3 months, after which time the Contract shall be deemed to have automatically terminated. Accordingly the hire of any Hire Goods is not covered by the Consumer Credit Act 1974.

2.3 Nothing in this Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer. Where the Customer is acting as a consumer any provision which is marked with an asterisk (*) may, subject to determination by the Courts, have no force or effect. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau or if based in the Republic of Ireland your local office of the Director of Consumer Affairs or Citizens Information Centre.

2.4 Proof of identification, proof of insurance (where applicable) and written approval of these Terms and Conditions, must be sent by the Customer before any order will be dispatched. In the event of all paperwork not being available at the time of dispatch and the Supplier is unable to contact the Customer, the reservation will be cancelled, and the full cancellation charge will apply.

2.5 The Customer will not hold the Supplier responsible for any loss, damage, injury, death to persons, or property for whatever reason with regard to use of Equipment hired. The Supplier shall not be liable for any consequential expense, liability, loss, claim or proceedings whatsoever caused by, or arising out of the late delivery, unsuitability, failure or repossession of the Equipment and plant or any part thereof or any breakdown or stoppage of same.

3 SECURITY DEPOSIT

3.1 The Customer may be required to pay a security deposit before any equipment will be dispatched by the Supplier. The Supplier will secure this deposit via BACS transfer. In the event of the funds not being available and the Supplier is unable to contact the Customer, the reservation will be cancelled and the full cancellation charge will apply.

4 PAYMENT

- 4.1 The amount of any Deposit, Rental and/or charges for any Services shall be as quoted to the Customer or otherwise as shown in the Supplier's current price list from time to time. All payments, unless otherwise agreed with the supplier, shall be made to the supplier before any equipment is dispatched.
- 4.2 The Supplier's prices are, unless otherwise stated, exclusive of any applicable VAT.
- 4.3 Payment by the Customer on time under the Contract is an essential condition of the Contract. Payment shall not be deemed to be made until the Supplier has received either cash or cleared funds in respect of the full amount outstanding.
- 4.4 If the Customer fails to make any payment in full on the due date the Supplier may charge the Customer interest (both before and after judgment/decreed) on the amount unpaid at the rate implied by law under the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable) or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher.
- 4.5 The Customer shall pay the full costs associated with the Contract irrespective of any limitation of effectiveness (perceived or otherwise) of the Hire Goods and/or its application to a specific task or function.

5 RISK TITLE AND INSURANCE

- 5.1 Risk in respect of the Hire Goods and any Products will pass immediately to the Customer when they leave the physical possession or control of the Supplier.
- 5.2 Risk in respect of the Hire Goods will not pass back to the Supplier from the Customer until the Hire Goods are back in the physical possession of the Supplier. This shall apply even if the Supplier has agreed to cease charging the Rental.
- 5.3 Ownership of the Hire Goods remains at all times with the Supplier. The Customer has no right, title or interest in the Hire Goods except that they are hired to the Customer.
- 5.4 The Customer must not deal with the ownership or any interest in the Hire Goods. This includes but is not limited to selling, assigning, mortgaging, pledging, charging, securing, hiring, withholding, exerting any right to withhold, disposing of and/or lending.
- 5.5 Where the Customer has taken out their own insurance for the Hire Goods the Customer will be required to provide proof of insurance with a reputable company with a limit of liability exceeding the full as new replacement value of the Hire Goods.
- 5.6 The Customer must not permit the equipment to be used for any abnormal or hazardous assignments without prior written consent from the supplier.
- 5.7 The Customer must take out their own insurance for the Hire Goods, the Customer must use the equipment within the limits of liability of their insurance policy. If no cover is in place and needs to be secured, we recommend *Performance Insurance* - who can provide short period cover <https://www.performance-insurance.com/short-period-insurance/>

6 DELIVERY, COLLECTION AND RETURN OF HIRE GOODS

- 6.1 All equipment is checked by the supplier prior to dispatch. It is the responsibility of the Customer to check upon receipt of the equipment that it is in good working order and in undamaged condition. The Supplier will not be responsible for any defects or deficiencies in the equipment unless notification has been made in writing upon receipt of the equipment.
- 6.2 The Customer shall be required to repackage the equipment as delivered for return to the Supplier. Should the Customer failure to repackage the equipment to the same standard, they shall be liable to the Supplier for all loss of or damage to the equipment as a result.
- 6.3 Where equipment is returned with missing components, the Customer shall continue to pay the charges for the hire equipment in line with the contract until either those components are returned to the Supplier premises or the cost of said components is paid in full by the Customer. In such events, the Customer shall also pay to the Supplier an administration charge of £20.

7 DATA PRIVACY

- 7.1 Personal data such as name, email, telephone number and postal address is collected and used to facilitate the hire Contract. This data will only be shared with relevant logistics partners to ensure safe, secure and efficient delivery of the Hire Goods.
- 7.2 To ensure security of the Hire Goods, the Supplier is required by their insurance provider [Hiscox Underwriting Ltd] to:-
- obtain and verify at least two trade references for each hirer and
 - retain a copy of at least two utility bills/bank statements (dated/issued within the last 3 months) as proof of address of the hirer; and
 - retain a copy of the payment details of the hirer; and
 - only allow the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer; and
 - be able to evidence visibility of personal identification of the Customer in the form of Photographic (e.g. a Passport/Driving License)

Sight of the original documents may be required at the time of dispatch. Where this information has been sent to the supplier in the form of scanned copies, these will be stored securely for the duration of the hire agreement and deleted upon completion, unless the hirer requests copies be retained by the supplier for marketing communications.

- 7.3 By accepting these terms and conditions the Customer is also agreeing to the Supplier's Privacy Policy.

8 CARE OF HIRE GOODS

- 8.1 The Customer shall:-
- 8.1.1 not remove any labels from and/or interfere with the Hire Goods, their working mechanisms or any other parts of them and shall take reasonable care of the Hire Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating

and/or safety instructions provided or supplied to the Customer;

8.1.2 notify the Supplier immediately after any malfunction, whether intermittent or not, any breakdown, loss and/or damage to the Hire Goods;

8.1.3 take adequate and proper measures to protect the Hire Goods from theft, damage and/or other risks;

8.1.4 notify the Supplier of any change of its address and upon the Supplier's request provide details of the location of the Hire Goods;

8.1.5 permit the Supplier at all reasonable times and upon reasonable notice to inspect the Hire Goods including procuring access to any property where the Hire Goods are situated;

8.1.6 keep the Hire Goods at all times in its possession and control and not to remove the Hire Goods from the country where the Customer is located and/or the country where the Supplier is located without the prior written consent of the Supplier;

8.1.7 be responsible for the conduct and cost of any testing, examinations and/or checks in relation to the Hire Goods required by any legislation, best practice and/or operating instructions except to the extent that the Supplier has agreed to provide them as part of any Services;

8.1.8 not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Goods;

8.1.9 not continue to use Hire Goods in the event that they malfunction or where they have been damaged and will notify the Supplier immediately if the Hire Goods are involved in an accident resulting in damage to the Hire Goods, other property and/or injury to any person; and

8.2 The Hire Goods must be returned by the Customer in good working order and condition together with all operator manuals, software CDs and other documents relating to the Hire Goods.

9 LOSS OR DAMAGE TO THE HIRE GOODS

9.1 If the Hire Goods are returned in damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Hire Goods the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Hire Goods to a condition fit for re-hire and to pay the Rental, in accordance with the provisions of clause 9.3, until such repairs and/or cleaning have been completed.

9.2 The Customer shall be responsible for all expenses, loss (including loss of Rental) and/or damage suffered by the Supplier arising from any breakdown of the Hire Goods due to the Customer's negligence, misdirection and/or misuse of the Hire Goods.

9.3 The Customer will pay to the Supplier the replacement cost of any Hire Goods which are lost, stolen and/or damaged beyond economic repair during the Hire Period less the amount paid as a Security Deposit to the Supplier in accordance with these conditions.

9.4 The Customer shall pay the Rental for the Hire Goods up to and including the date it notifies the Supplier that the Hire Goods have been lost, stolen and/or damaged beyond economic repair. From that date until the Supplier has replaced such Hire Goods the Customer shall pay, as a genuine pre-estimate of lost rental profit, a sum as liquidated damages being equal to two thirds of the Rental that would have applied for such Hire Goods for that period. The Supplier shall use its reasonable commercial endeavours to purchase replacements for such Hire Goods as quickly as possible using the monies paid under clause 9.3 above.

9.5 The Customer must not repair or attempt to repair the Hire Goods unless authorised to do so in writing by the Supplier.

10 CANCELLATION

10.1 In respect of any order cancelled by the Customer within 2 full working days of the date of dispatch of the order, the Customer shall be liable to pay to the Supplier a cancellation charge equal to half the agreed rental charge. If the order is cancelled by the Customer within 1 full working day of the dispatch date, the Customer shall be liable to pay to the Supplier a cancellation charge equal and not exceeding the agreed rental charge.

10.2 Where the Customer is acting as a consumer, they shall have the right to cancel the order by written notice up to 7 working days after confirmation of that order. In such cases where said Customer has booked on-line, a full refund of any booking fee paid will be made.

10.3 By accepting delivery of the equipment ordered, defects or deficiencies notwithstanding, the Customer agrees to pay the hire and courier charges for said equipment.

11 GENERAL

11.1 Upon termination of the Contract the provisions of clauses 4.2, 4.4, 9.1, 9.2, 9.3, 9.4 and Section 8 shall continue in full force and effect.

11.2 Each hire of an item of Hire Goods shall form a distinct Contract which shall be separate to any other Contract relating to other Hire Goods.

11.3 The Customer shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this Contract.

11.4 *The Customer agrees to indemnify and keep indemnified the Supplier against any and all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer.

11.5 The Supplier shall have no Liability to the Customer for any delay and/or non performance of a Contract to the extent that such delay is due to any Force Majeure events. If the Supplier is affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.

11.6 The Supplier shall have no liability to the Customer associated with any losses, lost profits, damages, claims, costs (including legal costs) resulting from any limitation of effectiveness (perceived or otherwise) of the Hire Goods and/or its application to a specific task or function.

11.7 These terms shall be governed by the laws of England and Wales.