



www.friendsfilmit.co.uk
info@friendsfilmit.co.uk
07456 014252

RENTAL AGREEMENT

1. In the conditions unless the context otherwise appears the following words and expressions shall have the following meanings:-

- (i) These Conditions means conditions of hire herein contained means Friends Film it
- (ii) The Company means Friends Film it
- (iii) The Hirer means the person firm or company who or which has agreed to hire the Equipment from the Company
- (iv) The Equipment means the Equipment specified overleaf together with (if any) the accessories and carry cases specified overleaf and any part or parts of the same
- (v) The Technicians means the employee(s) agent(s) or subcontractor(s) of the same Company (if any) supplied with the Equipment to operate the same the number of which (if any) shall be specified overleaf
- (vi) The Agreement means the agreement between the Company and the Hirer for the hire of the Equipment

2. The company endeavors to ensure that the Equipment is sound and in good order and condition at the time of delivery to or collection by the Hirer but it shall be the responsibility of the Hirer to ensure that the Equipment is fully suitable in all respects (including type and condition) for the purpose for which it is hired.

Upon delivery or collection the Equipment shall be examined and checked by the Hirer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without any additional charge but in no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Equipment.

The Hirer shall use or cease to be used the Equipment in a skillful and proper manner and shall at his own expense keep it in good and substantial repair and condition (save for fair wear and tear) and further shall take all precautions necessary to ensure its safety and security. The Hirer will not open the outer case (if any) of the Equipment or of any item or part thereof nor interfere in any way with the Equipment of the mechanism thereof or any nameplates or signs or serial numbers thereon and will not expose the Equipment to the elements (in particular to salt water and spray) and will keep the Equipment protected in all respects.

Unless the same shall have been caused by the willful default or willfully misconduct of the Technicians any loss of or damage to the Equipment including loss or damage caused my non familiarization of misuse of the same is the sole responsibility of the Hirer who will be charged with the cost of repair or full replacement value of the Equipment as the case may be. The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment.

3. Any order or instruction required to be given to the Company by the Hirer shall be given by him or his duly authorized agent in writing. If given orally it shall be confirmed in writing to the Company within three days. The Company shall not be liable for the consequences of any inaccuracies or misunderstandings resulting from any order or instructions by the Hirer not received by the Company in writing or so confirmed. The Hirer shall be solely responsible for any statement representation order instruction guidance or advice made by the Hirer to any Technician.

4. The Equipment shall be delivered and collected at such time and place as shall be mutually agreed between the Company and the Hirer. If delivered to the Hirer the signature of any person purporting to be any employee of the Hirer shall be sufficient evidence of delivery.

Unless otherwise agreed in writing between the Company and the Hirer it shall be the responsibility of the Hirer to return the Equipment to the courier company on the first working day after the wedding at an agreed time and place.

5. During the continuance of the Agreement the Hirer shall pay to the Company by way of rent for the hire of the Equipment and Technicians the Company's hire charges shown on the Company's website or such other hire charges as may have been agreed in writing between the Company and Hirer. For the avoidance of any doubt the Hirers shall be liable for payment of hire charges as from the time for which the Equipment is ordered (which shall



www.friendsfilmit.co.uk

info@friendsfilmit.co.uk

07456 014252

be the commencement of the hire period) until either (i) the time of its return to the Company or (ii) if the Equipment is lost or stolen or is otherwise irrecoverable or is damaged then in any such case the time of its replacement or repair and the Company undertakes to replace or repair the same as soon as reasonably possible. A 24-hour period or part constitutes one days hire.

6. The Equipment remains at all times the property of the Company and the Hired shall have no right title or interest therein save that of a hirer thereof under these Conditions. The Hirer shall not sell or offer for sale assign mortgage pledge underlet lend or otherwise deal with the Equipment or any part or parts thereof or deal with the Hirer's interest under these Conditions which interest is personal to the Hirer and the Hirer will keep the Equipment in his own possession for his own use and will not allow any lien or other encumbrance to be created in respect of the same.

7. The Company shall not in any circumstances be liable to the Hirer or any third party for any claims in respect of loss of footage, special damage or any consequential loss whatsoever or be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of Equipment by the Hirer.

8. HIRER RESPONSIBILITY

In order to rent the Equipment, the Hirer agrees to:

- Operate the equipment with care and consideration and only for the purpose for which it has been intended
- Not leave the equipment unattended at any time or leave it susceptible to loss or damage
- Not leave the equipment in an unattended vehicle for any period of time. The Equipment will be left in the care of the Hirer in good working condition and any damage, loss or theft of the Equipment whilst in their care will be charged to the Hirer. In the case of loss or theft, the Hirer agrees to contact the Company immediately and the Company cannot be responsible for the resulting lack of footage.

In the case of theft, the police will be contacted and full investigation undertaken.

The Hirer agrees to examine the camcorder the day before the wedding to ensure that they are in good working order. If there are any technical or operator issues at this point, the Hirer agrees to raise them with the Company. The Hirer also agrees to return the Equipment in the same condition as when it was received, ordinary wear and tear accepted. The Hirer is solely responsible for the equipment, and those who use it, whilst it is in their possession and accepts full responsibility for loss or damage to the Equipment. The Hirer is solely responsible for ensuring that the camcorders are recording throughout the course of the hire period. The Company cannot be held responsible for the lack of footage, poor quality of filming and/or loss of memory cards during the hire period.

- . A) The hirer must look after the equipment and must always lock the equipment in a safe place when you are not using it.
- . B) The hirer is responsible for any damage to the equipment caused by misuse or negligence on their part.
- . C) The hirer must not sell, rent or dispose of the equipment or any of its parts. You must not give anyone any legal rights over the equipment.
- . D) The hirer must not let anyone attempt to fix or alter the equipment without our permission.
- . E) The hirer must let us know as soon as you become aware of a fault with the equipment.
- . F) The hirer must return the equipment at the place we agreed, during the hours that we have already agreed.

9. The Agreement and these Conditions shall be in accordance with English Law and the parties herein to the jurisdiction of the English Courts.