

MOTION24 LTD TERMS & CONDITIONS OF HIRE

Glossary

[a] For the purposes of these terms the 'Company' will be interpreted as Motion24 Ltd
 [b] The 'Customer' will be interpreted as an individual or external company contracting with The Company
 [c] The 'Equipment' or 'Goods' will be interpreted as all items which are hired to the Customer by the Company

1. The Customer and their insurers must read these Terms of Hire, as exemption or modification of liability of the Company or indemnity from The Customer may apply
2. The Company enters into all agreements with the Customer solely on the terms of these conditions alone, and that no representation, warranty collateral or otherwise shall bind the Company. No statement made by a person representing the company shall alter or supersede these conditions unless otherwise stated in writing by a director of the Company
3. Both the Company, the Customer and its representatives agree to act in good faith at all times
4. All items hired throughout any contract are the property of 'The Company' unless stated otherwise on a produced invoice, and payment for the Goods has been made in full
5. Title in all Goods hired remains at all times with the Company. The Customer has no interest in the Goods other than being hired to the Customer for proper use. The Customer will not assume ownership or act in selling, leasing, securing, mortgaging or pledging any hired equipment belonging to the Company
6. All Customers without exception are required to open a trading account with The Company before any hires take place
7. Companies who wish to open an account will complete an application form and return to the Company before the release of any Equipment
8. The Company will perform standard reference checks and due diligence when establishing the Customer account, including it's insurance arrangements. The Customer accepts that by opening an account with the Company that it may perform credit searches via professional online resources such as Experian
9. The Customer verifies that submitted trading references are genuine, that there have been business transactions between the Customer and reference, and that the references have given consent to act on behalf of the Customer in offering a trade reference
10. The Company reserves the right to terminate the Customer account without notice where it finds the Customer to have submitted inaccurate information at any point in account application process
11. The Company will provisionally reserve or 'pencil' Goods for the Customer. At this time the Customer has first option on the penciled Goods
12. The Customer acknowledges that a pencil does not constitute a guaranteed reservation of Goods, but a 'first refusal' on the dates provided by the Customer
13. The Customer acknowledges that a job 'confirmation' guarantees the availability and locked pricing of the Goods. The Company reserves the right to make reasonable adjustments to pricing where Equipment is no longer available
14. Where the Customer is unable to offer a hire confirmation, the Company reserve the right with reasonable notice, to offer it's Goods to other customers who can offer hire confirmation
15. Without hire confirmation pricing of 'Estimates' are valid for 48 hours. Pricing of an Estimate is locked upon confirmation of the hire on a fixed hire period
16. Where Goods have been assigned to a confirmed booking, the Company reserve the right to at its discretion charge up to 50% of the order value if the Customer fails to provide 24 hours notice of cancellation
17. In instances of cancelled pencil bookings, the Company at its discretion reserve the right to apply charges where one or more of it's representatives have committed substantial time in assisting the Customer through cost estimation or technical consultation
18. The Customer will notify the Company immediately if they require hiring any equipment beyond the contracted period. In this event the Company cannot guarantee any extensions on hired equipment and may demand the return as originally scheduled
19. All prices advertised by the Company are subject to change without notice
20. The Equipment must be returned to the Company before 10:00am on the first business day following the period of hire unless otherwise agreed with the Company. Late returns may incur penalty fees calculated from the published daily rate
21. For the avoidance of doubt, where the Customer has acted fraudulently at any point in the application process or thereafter, the Company will without exception, refer the matter to the police and prosecute
22. Further to article 22, the Company reserve the right to disclose information provided by the Customer whether individual or company, to the

23. worldwide hire industries where an attempt to act fraudulently has been made
23. These Terms & Conditions are active from the point of collection and return of all Goods. This is extended to include all post hire checks by the Company to ensure that all Goods have been returned in a satisfactory order
24. Risk in all hired equipment will pass onto the Customer when leaving the possession and control of the Company, authenticated through a physical or digital signature on a Hire Agreement. Risk in hired Equipment does not pass back to the Company until the Goods are returned and in the possession of the Company
25. Upon signature Risk of the Goods will transfer to the Customer when any person or entity acts on behalf of the Customer, including both Customer and Company co-ordinated couriers
26. Any guidance made by Company representatives in relation to any hire contract is given on the strict understanding that the Company is not liable for any loss or damage to hired Goods
27. The Customer will be required to demonstrate valid and sufficient insurance cover before the release of any Goods from the Company to the Customer. All Equipment hired to the Customer must be insured against "All Risks" to full replacement value
28. The Company requires the Customer to be insured against physical loss or damage from its full new replacement value
29. In the event of an insurance claim as a result of loss or damage to Company property including but not restricted to hired Goods, the Customer will offer their co-operation and full transparency to The Company at its request
30. The Customer must inform the Company before utilising any hired Equipment within a hazardous environment, or taken outside the UK
31. The Customer will immediately notify the Company of any theft of Goods whilst in their care, and guarantee full transparency, disclosure and availability with the Company throughout any insurance claim made on the Customers policy
32. The Customer will immediately notify the Company in writing of any damage to hired Goods incurred whilst in their care
33. The Customer will pay the full replacement new value of damaged or destroyed Goods, which will include instances where models have been superseded with the next reasonable alternative that is equal to or greater in specification
34. All externally sourced hire Goods or representatives are subject to all terms and conditions described in these Terms & Conditions
35. The Customer will ensure the Goods are treated with the best of care and accept that they will be held accountable for anything deemed beyond reasonable wear and tear. In the event of missing, damaged or destroyed goods, the Company may recover any "Loss of Hire" until the item(s) is replaced, restored or repaired by the Customer either directly or via their insurers. This will not exceed a continuous hire period of thirteen weeks OR a total accrual of £100,000
36. Where lost or damaged Goods arise, the Customer will be contacted by the Companies 'Returns Department'. The Customer agrees to act in good faith in the prompt recovery of all missing and damaged
37. Upon return of all hired Goods, the Company will perform a 'Check-In' process that involves item specific assessments before restocking. Any instances of missing or damaged items/components will be reported to the Customer within a period that does not exceed 5 working days
38. The Customer shall be invoiced for the hire contract upon the return of the hired Goods. Where damage or missing items pertain to the hire contract, any costs shall be charged on a separate invoice unless agreed by the Company
39. The Company reserve the right to apply Loss of Hire charges in instances of Goods being made unavailable through damage or unreturned Goods and/or its components
40. At the discretion of the Company, Returns invoices may be subject to administration, shipping, transportation and Loss of Hire charges
41. Damage or loss of 'stock' items will be charged to the Customer at the Company's discretion, entailing a minimum fee of £15.00 in administrative expenses
42. Goods returned to the Company in a non-permanent state of poor order will be subject to restoration or cleaning charges determined at the Companies discretion
43. The Customer may be charged for any blown light bulbs not returned to the Company
44. The Company at it's discretion reserve the right to apply daily hire charges for recording media including solid state memory cards which are unreturned on the agreed return date
45. The Customer will replace/compensate in full the Company for repairs of permanent marks to lenses, filters and monitor screens incurred whilst on hire. Damage to lenses, filters and monitor screens is determined in accordance with the Company's Damage Grading system (available upon request)
46. The Company is not responsible for any Customer property which is left on the Company premises beyond a period of four weeks, where reasonable efforts will be made to arrange return. Any

47. property left on site beyond this period will be disposed of accordingly
47. The Customer will ensure all Equipment is operated by experienced and qualified personnel only
48. The Customer will disclose user unfamiliarity or general inexperience with any hired Goods before release to them
49. The Company is not responsible for any form of consequential loss including production time related to article 49. Provisions for all downtime must fall within the Customer's insurance policy
50. The Company will endeavor to maintain all Equipment to the highest possible standard. However there is an expectation of the Customer to ensure all Equipment is in proper functional order and that all ordered Goods are present and correct upon inspection
51. In the event of equipment malfunction, the Customer must contact the company immediately. The Customer will not attempt to repair or modify hired Goods from the Company without written authorisation from the Technical Department
52. The Customer agrees to notify the Company immediately in instances where Goods have developed a fault, so that the Company can attempt to support, troubleshoot or replace the Goods within a reasonable timeframe
53. It is the Customer's final responsibility to ensure all hired Goods are packed appropriately for travel, and that traveling Goods fall in accordance with airline restrictions including its battery policy
54. It is the sole responsibility of the Customer to ensure the full and safe return of any confiscated Goods however this occurs. Loss of Hire may be applied at the discretion of the Company
55. The Company does not accept responsibility for any incompatibilities between its Goods and/or third party equipment not supplied by the Company
56. The Company strongly recommends the use of a Digital Imaging Technician (DIT) professional, and is in no way responsible for consequential losses or corruption to data recorded onto solid state digital media. Provisions for all losses and downtime must fall within the scope of the Customers insurance policy
57. The Company agrees to support the Customer in recovering data corruption or loss. The Company does not guarantee a full recovery and may refer the Customer to external sources
58. The Customer will never leave any hired Goods from The Company unattended in a vehicle, public place or unsecured building
59. The Company reserve the right to enter any premises where Equipment is believed to be held beyond the agreed hire period. The Company may consequently seek to recover any Loss of Hire throughout this period
60. The Customer will be required to make payment in full prior to the release of Goods, until such time the Company is satisfied to offer a credit facility at its discretion
61. Unless otherwise stated by a Company representative, all invoices applicable to credit account holders are to be paid in full to the Company within a period that does not exceed 30 days
62. Where payment is overdue, the Company reserve the right to retrospectively waive any agreed discount applied to a Customer invoice(s)
63. In the event of late payment the Company reserve the right to retrospectively charge a late payment fee of 2% per day from the point of the invoice(s) falling overdue
64. Where it is believed that a Customer will not be faithful to paying an invoice in full beyond the agreed period, a debt collector or solicitor may be appointed. In addition to recovering the value of the invoice the Company will seek to recover all related expenses
65. Equipment deliveries and returns before 8.00am or after 6.00pm must be agreed with the Company in advance and may be subject to the Company 'out of hours' pricing policy which can be made available upon request
66. The Company reserves the right to decline a Customer collection from its HQ where the vehicle is deemed insufficient for any reason[d]
67. Where there are no reasonable loading/unloading provisions, the Company reserve the right to charge on parking penalties incurred whilst performing deliveries or collections on behalf of The Customer
68. For scheduled collections or deliveries of Goods, the Company at its discretion may apply charges in accordance with its waiting policy available upon request
69. The Company reserve the right at its discretion to apply surcharges for normal operation of Goods outside office hours
70. The Company charging policy on 'travel days' is 50% of the daily total prior to any discounts, promotions or account credits
71. The Company does not charge for 'camera prep' days. However the Company reserves the right to relay any reasonable sub-hiring costs in place of a global daily hire charge
72. The Company reserves the right to charge for the removal of any branding including but not limited to stickers and labels
73. The Customer will be charged administration costs for the removal of any barcodes applied to Company Goods