



General conditions for hiring Motion Controlled (MoCo) equipment where TLSA is providing insurance

The articles referred to in the attached document are hired on the following conditions to which the Hirer agrees

- 1. LOSS OR DAMAGE to MoCo equipment and accessories is covered by TLSA's in-house insurance. Any loss or damage must be reported in person or telephonically together with a report in writing. The Hirer shall be responsible for the excess payment that is 20% of the retail value of the lost or damaged item(s)
2. The Hirer agrees to:
- Keep the MoCo equipment properly housed and sheltered and shall be responsible for any loss or damage to the equipment if not kept under these conditions. Should the Hirer be found negligent whilst in possession of the rented equipment all cover offer by TLSA insurance will be waived and the Hirer will be responsible for the entire loss or damage.
- Indemnify TLSA against all claims for damages to property or persons, while using the equipment.
- Return the MoCo equipment to TLSA in the same good condition as at the commencement of the hire.
3. The Hirer shall not:
- Remove or permit the MoCo equipment to be removed from the hirer in person/institute.
- Sell, let, assign, mortgage, charge or in any way dispose of or deal with the MoCo equipment or part there of while under this agreement.
4. Definitions
- The "Owner" is the company, firm or person letting the MoCo equipment on hire and includes successors or personal representatives.
- The "Hirer" is the company, firm, person, corporation or public authority taking the Owner's MoCo equipment on hire and includes their successor or personal representatives.
- "MoCo equipment" covers all classes of MoCo equipment including accessories, bags, tools, tripods heads, tripods and all other related items the Owner agrees to hire to the hirer.
- A "Day" shall be nine working hours unless otherwise specified in the contract.
- A "1/2 Day" shall be after 10am to any time before 4pm unless otherwise specified in the contract.
5. EXTENT OF CONTRACT
No conditions or warranty other than herein specifically set forth be implied or deemed to be incorporated in or to form part of the contract.
6. AVAILABILITY OF MoCo equipment
The MoCo equipment is offered subject to being available to the Owner when the Hirer's order is received by the Owner.
7. USE OF MoCo equipment
The Hirer shall be the sole person or entity allowed to use the equipment and is entirely responsible for the equipment. The Hirer shall not allow any other person or entity to use the MoCo equipment whilst being hired.
8. The Hirer shall not use the MoCo equipment for any unsuitable purpose for which the equipment was not designed and manufactured for.
9. The Hirer acknowledges having examined the said MoCo equipment prior to this agreement and is satisfied with the condition thereof. Furthermore the Hirer acknowledges that no warranty on the Owner's part as to the state or quality or fitness for any purpose of the said MoCo equipment has been given or shall be implied.
10. SUB-LETTING
The Hirer shall under no circumstances sublet or lend the MoCo equipment and any part thereof to any part or person(s).
11. SERVICING AND INSPECTION
The Hirer shall at all reasonable times allow the Owner, his agents or representatives to have access to the MoCo equipment, to inspect, test, adjust or replace the equipment.
12. Except in the case of repairs undertaken by the Owner or his representatives, the Hirer shall not repair or attempt to repair the MoCo equipment unless specifically authorized by the Owner. No allowance for the hire charges or for the cost of repairs will be made by the Owner to the Hirer unless such repairs have been specifically authorized by the Owner. The Owner undertakes to deal with all necessary repairs quickly and as reasonable as possible.
13. TRANSPORT
The Hirer shall pay the cost of and, if required by the Owner, arrange transport of the MoCo equipment from the Owner's depot or equal to the site and return to the named depot or equal on completion of the hired period.
14. GOVERNMENT REGULATIONS AND LAWS
The Hirer will be responsible for compliance with all regulations issued by the Government, Provincial Authorities or any other Authorities whilst using the MoCo equipment. No unlawful use of the equipment is permitted.
15. USE OF EQUIPMENT OUT SIDE OF SOUTH AFRICAN BORDERS
Prior arrangements need to be made with the Owner before the MoCo equipment is intended to be used outside of the Republic of South Africa. The Owner needs to give explicit permission for such intended use.
16. All the above conditions will be considered fully applicable irrespective of anything to the contrary stated on the order(s) accepted by the Owner from the Hirer.
17. If any MoCo equipment or part thereof is lost or stolen, the hirer is responsible for continuing hire charges until replacement value of the MoCo equipment is paid to in full by the Hirer.
18. If damages occur to any MoCo equipment on hire due to user negligence or to any accident, full hire charges remain applicable until repairs are effected, which the owner will undertake to do at the Hirer's expense as soon as the Owner can reasonably arrange.
19. HOLDING DEPOSIT & PAYMENT
The holding deposit of R1,000.00 is payable with the final invoice before MoCo equipment will be available for collection or send with courier services. Once the MoCo equipment are returned and is in the same condition as when received, the holding deposit shall be paid back to the Hirer's bank account as provided.

Hirer Name

Hirer Signature

ID Number

Date

Joe Louw for TimeLapse SA