

TERMS & CONDITIONS OF HIRE

These terms and conditions are to be read in conjunction with any rental document issued by Fixation, to which they apply. The term "hirer" refers to the customer who is hiring the equipment from Fixation.

1. Hire Period

Hire periods are calculated on a 24-hour "time-out" basis and not "time-used" basis, that is, from the time of collection from Fixation premises to the time of return to the premises. For example, a one-day hire commences at the time the equipment is collected from Fixation and finishes when the equipment is returned to Fixation by the same time or earlier the following day. A one-week hire is any seven day period timed as above. A special weekend rate applies when equipment is collected after 12pm on a Friday and returned by 10am on the Monday following. This period is charged at a rate of one day's hire. If the Monday should be a Bank Holiday, an extra day's charge will apply.

Rental charges are calculated on the basis of collection from Fixation premises; any courier/despatch charges shall be the responsibility of the Hirer.

2. Liability

All equipment released for hire has been thoroughly checked and cleaned and regularly serviced by our technicians. Every effort has been made to ensure that it is in full working order when it leaves Fixation's premises. Fixation will accept no responsibility for any loss or damage whatsoever and howsoever arising from any failure, use or mis-use of the equipment, nor for any consequential loss arising therefrom. Fixation recommends that the Hirer makes their own checks and tests of the equipment before use, particularly before important assignments or foreign travel. If the equipment should fail during the rental period, Fixation will endeavour to provide a replacement or similar item as soon as possible, but cannot guarantee to do so. It is recommended that in the case of important, costly assignments, Hirers should indemnify themselves against loss due to failure of hired equipment. It is assumed that the Hirer has sufficient skill and knowledge to operate the hired equipment correctly.

3. Deposits

Fixation shall require the Hirer to leave a deposit equal to the full replacement cost of the equipment at the time of hire, in the form of cash, bank or building society draft, or credit card, and reserves the right to encash such deposit in the event the Hirer defaults on any of these conditions. Fixation shall, at its discretion, waive the deposit requirement for account holding customers.

4. Loss and Damage

The Hirer shall be responsible for the return of the equipment to Fixation at the agreed time, in the condition in which it was released to the Hirer, and with all accompanying accessories.

LOSS - in the event of loss or theft or part or all of the equipment hired whilst in the care of the Hirer, the replacement cost will be deducted from the deposit, or will be invoiced in full to account holders.

DAMAGE - in the event of damage or breakage, the Hirer will be charged for repairs at our normal rates, this to be deducted from the deposit, or invoiced to account holders. Damage in transit shall be the responsibility of the Hirer.

5. Insurance

All equipment hired must be covered by valid insurance. If the Hirer is unable to produce evidence of such cover at the time of rental, then Fixation shall automatically apply its own insurance at the rate of 10% of the hire cost, plus VAT. Fixation's insurance is valid up to a maximum value of £7500, throughout Europe and North America, excluding any war zones, with "All risks" cover. Worldwide (excluding war zones) cover up to £4500 is also available by prior arrangement. All equipment taken abroad must be carried as hand-baggage, and no unattended or unexplained losses will be admitted. The hirer shall have a duty of care to take all reasonable precautions to keep the equipment secure and in their possession at all times. Failure to do so, or any negligence on the part of the hirer shall risk invalidating the insurance. An excess charge of £250 (£500 for pro Digital bodies) will apply to each item claimed for under this insurance.

In the event of loss or theft of the equipment during the hire period, the Hirer must inform both the Police and Fixation at the earliest opportunity, and a Police report will be required for insurance purposes. In the event of damage to the equipment, the Hirer shall inform Fixation at the earliest opportunity.

6. Availability

Equipment is hired and bookings taken subject to availability. If equipment which has been booked becomes unavailable through no fault of Fixation, then Fixation will endeavour to provide similar equipment at the agreed time, but cannot guarantee to do so. Availability of equipment to honour bookings made depends upon the prompt return of the equipment from the previous Hirer; in the event of failure to return hired equipment at the agreed time, Fixation reserves the right to charge a surcharge on the normal daily rate for each day or part of day that it remains overdue. In the event that equipment is returned damaged through mis-use by the Hirer, then Fixation reserves the right to charge the Hirer any lost rental fees due to the equipment being out of service, in addition to the repair costs as detailed in paragraph 4.

7. Accessories

The Hirer should check the rental agreement carefully to ensure that all listed accessories are present upon collection of the equipment. Any accessories not present when the equipment is returned will automatically be charged to the Hirer.

Acceptance of the equipment for hire will be taken to signify acceptance by the Hirer of these terms and conditions. Any decision by Fixation to waive any condition or requirement under any hire agreement will not in any way prejudice Fixation's rights under any other term or condition of the agreement.