

Roll Cameras Ltd Company Number: 09515422 | VAT: 386 4972 39 www.rollcam.tv | +44 (0) 7805 141 803

# **Terms & Conditions for the Hire of Equipment**

### How to open a rental account

Simply follow the steps below and your account can be open within 24hrs.

- 1. Complete the application below and attach to an email addressed to <u>hello@rollcam.tv</u>.
- 2. Attach your insurance doc. (This should be in the name of the person/company opening the account and show cover for hired in equipment)
- 3. Include any information on your perspective hire (i.e. Equipment list and hire dates )
- 4. Send the email and we'll process your application ASAP.

#### Your 1st hire

On your first hire we may request for you to collect your equipment in person and present two forms of ID -One that is a photo ID (i.e. Passport or Driving Licence) and one that includes the hirer's address (i.e. a current Utility Bill). Collection must be made during office hours (Mon-Fri 9am-6pm).

We will also request payment in advance, preferred payment is via a BACS transfer, account details of which will be confirmed in writing prior to the hire start date.

Credit card payment is possible but will include fees added on to the total hire charge. These fees will be made clear prior to payment and vary depending on the card used. Please email <u>hello@rollcam.tv</u> for more info on these fees.

If you have any queries please do not hesitate in contacting us. We look forward to hearing from you and working with you in the future.

Kind regards The Rollcam Team.

Company Name	
Contact	
Registered Address	Trading Address (if different)
Company Registration Number	
VAT Number	
Telephone / Mobile	
Email	
Website	
Accounts Contact & Email	
Names of Directors / Partners	
Trade Reference 1 (Name, Email, Mobile Number)	
Trade Reference 2 (Name, Email, Mobile Number)	



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## **Terms & Conditions for the Hire of Equipment**

- 1. General:
- a) The terms and conditions set out below shall be the basis of all Contracts of Hire with Roll Cameras Ltd ("RollCam") which shall be concluded by a Rental Agreement form by any person, persons or corporate body or legal entity and the handing over of goods by Roll Cameras Ltd on the basis of such Rental Agreement.
- 2. Definition:
- a) In these terms and conditions RollCam means Roll Cameras Ltd. The hirer shall mean any person, persons or corporate body or legal entity entering into a rental agreement with Roll Cameras Ltd for the hire of goods and equipment. "Goods and equipment" referred to in "The terms and conditions" refer to those set out below and shall be the sole conditions of any contract with Roll Cameras Ltd subject to any addition or amendment which shall be in writing and ratified by a Director of Roll Cameras Ltd.
- 3. The Period of Hire:
- a) The period of hire shall commence with the hirer taking possession of the equipment (whether or not such receipt shall have been from Roll Cameras Ltd) and shall terminate when equipment is returned. It is the responsibility of the hirer to obtain such receipt for the return of equipment which will represent sole evidence of the return of equipment to Roll Cameras Ltd.
- b) Where equipment is delivered or collected by hirer, hirer's servant or agents such delivery or collection is at the hirer's risk and expense and the hirer shall be liable for physical loss and damage and delay to the equipment from the time the equipment leaves Roll Cameras Ltd's premises until it is returned to Roll Cameras Ltd's premises whether or not the equipment is being delivered or collected by Roll Cameras Ltd or is in the custody of Roll Cameras Ltd, it's directors, servants or agents.
- 4. Equipment:
- a) The hirer will satisfy themselves on taking possession of all equipment that it is in good working order and in undamaged condition. The hirer's signature on the rental agreement will be taken as conclusive evidence that such agreement has been satisfied. Any matters relating to the sub-standard condition or working of the equipment must be referred to Roll Cameras Ltd and (if the rental is to proceed) a note endorsed on the Rental Agreement to be countersigned by Roll Cameras Ltd.
- b) All equipment on hire remains the absolute property of Roll Cameras Ltd.c) The hirer shall have no authority to transfer or otherwise part with possession of the equipment
- during the period of hire unless the express written consent of Roll Cameras Ltd is first obtained.d) In the event that the hirer intends to take equipment out of the main land of England, Scotland or Wales or use the same for any abnormal or hazardous assignment then consent must first be obtained from Roll Cameras Ltd who may at their sole discretion vary the terms of the rental.
- 5. Damage or Loss to Equipment Hired:
- a) It shall be the absolute responsibility of the hirer to ensure the safe keeping of equipment and the hirer will indemnify Roll Cameras Ltd in respect of any loss or damage howsoever caused whilst in the hirer's possession.
- b) All damage or loss will be notified to Roll Cameras Ltd immediately (or as soon as practicable) following which the goods must be returned to Roll Cameras Ltd for repair or replacement should repair be uneconomic. The hirer may carry out repairs to the damaged equipment with the express consent of Roll Cameras Ltd and shall otherwise make no attempt to examine, diagnose, repair or remove the out casing of the equipment hired.
- c) The hirer shall be liable to pay the full cost of replacement of any equipment lost or damaged beyond repair with reference to new equipment of the same or nearest available specification.
- d) In the event of loss or damage to equipment the period of hire will without further reference to the hirer extend until such time as full reimbursement for the cost of replacement of the lost or damaged equipment has been made whether or not such period extends beyond that of the original rental agreement.
- 6. Liability:
- a) Roll Cameras Ltd shall not be liable under any circumstances whatsoever for losses incurred by the hirer due to faulty or non-functioning equipment during the period of hire. Roll Cameras Ltd will however take all steps to ensure that faulty equipment is replaced as soon as possible with either the same or similar equipment.



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- b) The hirer will indemnify Roll Cameras Ltd at all times fully against any liabilities, demands, actions, claims or proceedings arising from or in connection with the equipment hired.
- c) In the event that the hirer shall create, use with or in conjunction to any equipment hired any unique or original material or matter Roll Cameras Ltd shall have no liability whatsoever in respect of the loss, damage or imperfection of any such material and the hirer will fully indemnify Roll Cameras Ltd in respect of any such claims by a third party.
- 7. Rental Fees:
- a) During the Rental agreement the hirer will pay the rental fee as specified in the Rental Agreement plus V.A.T. In the event of the Rental Agreement specifying a daily rate then such rate will be charged to the end of the day on which the equipment is returned.
- b) Roll Cameras Ltd reserve the right to charge a cancellation fee not exceeding the full rental charge under the Rental Agreement.
- c) All fees under the Rental Agreement will be discharged at the time of the hirer returning the equipment or with the specific consent of Roll Cameras Ltd up to thirty days after the date of any invoice subsequently issued.
- d) Roll Cameras Ltd reserve the right to determine the contract and recover any equipment hired in the event of bankruptcy, insolvency or liquidation of the hirer.
- e) Where the hirer is a corporate body registered in the United Kingdom, Roll Cameras Ltd may in their sole discretion require a surety to the Rental Agreement. The surety hereby agrees to indemnify Roll Cameras Ltd in respect of all sums due under the Contract of Hire in the event of partial or total default by the Hirer Company.
- 8. Payment:
- a) Payment for hire goods ordered shall be made at the time of delivery unless the customer shall have been granted a credit account. Such facility shall have been agreed by Roll Cameras Ltd in writing and the existence of a credit account will be indicated on the hire invoice together with the specific credit period. In the absence of any specific credit period the invoice shall be construed to express a maximum period of thirty days.
- b) Roll Cameras Ltd reserve the right to add to any overdue balance at the due date an additional sum calculated by reference to 4% per annum above clearing bank base rate for the time being on any outstanding balance accruing on a daily basis.
- c) Where an order made by customers is accepted by Roll Cameras Ltd and a deposit is paid over by the customer and such sum is agreed between the parties, Roll Cameras Ltd reserve the right to retain the full amount of the deposit to set against any costs they incur in fulfilling the customer's order.

I can confirm that all details given in the application are true and complete and that I have read and retained a set of the terms and conditions governing this agreement as set out on pages 1, 2

Signed:	
Print:	
Position:	
Date:	