

TERMS AND CONDITIONS

1:THE TRANSACTION

Digital Brothers CC rents the equipment (as defined overleaf) to the Lessee, on the terms and conditions set out herein and in the form overleaf.

2:RENTAL CHARGES:

Rental is charged on a daily basis (at the tariffs set out overleaf) calculated in twenty-four hour cycles (or part thereof) from the time that the equipment leaves the rental premises to the time of its return in an undamaged condition. In the case of damage rental is charged until the equipment is repaired or replaced or until the Lessee pays in terms of paragraph 4 below.

3:INSURANCE

The Lessee is obliged to pay an insurance charge equal to 10% of the full daily rental fee, per twenty, four cycle or part thereof. The Lessee is also responsible for any excess payable in respect of any (the minimum being 20% or R15000.00 per claim under R250000 and Over R350,000 will be 20% of claim, min R20,000.). In the event of uninsured risks (Digital Brothers giving no warranty in respect of insurance whatsoever), no insurance surcharge is payable but the Lessee remains liable for any damage or loss (see paragraph 4 below). Uninsured risks include (but is not necessarily limited to) underwater usage and usage in countries other than the RSA.

4:UNINSURED DAMAGE, LOSS OR THEFT

The Lessee is responsible for all instances of loss or theft in uninsured circumstances (In which event the Lessee must pay an amount equal to the full replacement value being the price of a new item). The Lessee is also responsible for any uninsured damage to the equipment including direct damages (in which event the amount payable is the fair and reasonable cost of repair) as well as special and/or consequential damages (including but not limited to any loss of income suffered by Digital Brothers) such special and /or consequential damages are also recoverable from the Lessee in the event of loss or theft as aforesaid. In all instances of uninsured loss or theft or damage, the Lessee remains liable to pay the rental fee until such time as the Lessee has paid what is due in terms of this clause.

5:UNINSURED RISKS ARE AS FOLLOWS:

Theft from an unattended vehicle.
Theft from a closed and locked boot or non visible compartment.
Dismantling of any equipment
Confiscation of equipment
Loss of data.

6:COLLECTION / DELIVERY OF EQUIPMENT

The Lessee shall be responsible for collections and returns of the equipment within the periods stipulated overleaf, all such at the exclusive cost and expense of the Lessee. In the event that the Lessee is unable to collect, unless otherwise specifically agreed Digital Brothers can recover from the Lessee all courier and/or transport and/or freight costs as well as a handling fee of 10% of the total rental charge for the particular transaction. Risk passes on delivery, and with the Lessee remaining responsible for the return of the equipment in exactly the same condition as when it was collected/delivered in the first place.

7:VOETSTOETS/ NO WARRANTIES/ NO REPRESENTATIONS

Digital Brothers lets the equipment to the Lessee on a voetstoots basis, giving no warranties and making no representations of whatsoever nature. Digital Brothers cannot be held liable for any loss or damage of whatsoever nature suffered as a result of the malfunctioning or underperformance of (of any defects in) the equipment.

8:INDEMNITY

The Lessee indemnifies Digital Brothers against any claims from any third parties that may arise from the Lessee's use or possession of the equipment itself, directly or indirectly.

9:NO SET-OFF OR COUNTERCLAIMS

Notwithstanding anything else contained herein, and should the Lessee wish to allege that it has a claim against Digital Brothers which it wishes to set-off against charges due in terms hereof, the Lessee specifically agrees that in such circumstances it must first pay the charges and then sue Digital Brothers should it wish to recover in respect of any such alleged claims

10:NON SIGNATURE

It is specifically recorded that in the event of the Rentee not signing this terms of conditions agreement of the rental, the rentee acknowledges by accepting and utilizing the equipment they accept full responsibility as per the terms and conditions of the agreement as herein even though no physical signature is attached to this agreement.

11:WARRANTY OF AUTHORITY

The party signing these terms and conditions and the overleaf agreement on behalf of the Lessee, warrants his/her authority to bind the Lessee to this agreement.

13:NON-VARIATION PROVISIONS

The parties acknowledge that this agreement (consisting of these terms and conditions and the agreement overleaf) is the whole agreement between the parties, and furthermore that no variations or cancellations nor any waivers will be valid unless reduced to writing and signed by the parties.

14:THE STUDIO

The use of Digital Brothers studio is entirely at your own risk and Digital Brothers, can not be held responsible for any loss or damages accruing on any particular day.

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE SEE WEBSITE FOR LATEST PDF DOCUMENT.

WWW.DIGITALBROTHERS.CO.ZA



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