



Cinebug Camera Rentals
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TERMS AND CONDITIONS

1.0 DEFINITION

- 1.1 "Customer" means any person (including without limitation, individuals, partnerships or companies) hiring the Hire Goods from Cinebug.
- 1.2 "Cinebug" means Cinebug Camera Rentals and includes any owners, partners, agents, staff or any other authorised representatives.
- 1.3 "Contract" means the agreement made between the Customer and Cinebug for the hiring of Hire Goods in accordance with these terms and conditions.
- 1.4 "Hire Goods" means any equipment/accessories provided by Cinebug to the Customer for hire over the course of the Hire Period.
- 1.5 "Hire Period" means the duration commencing from the physical collection of the Hire Goods by the Customer from Cinebug and ending upon the physical return of the Hire Goods from the Customer to Cinebug or the physical repossession/collection of the Hire Goods by Cinebug.
- 1.6 "Charge" means the monetary charge for the hire of the Hire Goods agreed upon between Cinebug and the Customer for the agreed Hire Period.
- 1.7 "Liability" means the responsibility for any damages, losses, expenses or any other responsibility of either the Customer or Cinebug.

2.0 TERMS AND CONDITIONS

All services provided by Cinebug are subject to these terms and conditions only. No amendments to the terms and conditions are valid unless confirmed in writing by Cinebug prior to hiring the Hire Goods.

3.0 HIRE PROCEDURE

- 3.1 Bookings for the Hire Goods are ONLY a reservation and shall only be deemed confirmed when the total Charge is received/cleared.
- 3.2 Cinebug reserves the right to refuse any Customer at any time during the hire procedure/process and/or collection of the Hire Goods at Cinebug's discretion without obligation to disclose any reason for refusal and without liability to any inconvenience or otherwise caused to the Customer.

4.0 HIRE PERIOD

- 4.1 Hire Goods are subject to availability at the time required by the Customer. Cinebug will not be liable for any loss or inconvenience suffered by the Customer as a result of the Hire Goods being unavailable for hire where the Hire Goods are unavailable due to circumstances beyond Cinebug's control.
- 4.2 The Charge for the Hire Goods begins on the day after collection and ends on the day before the physical return of the Hire Goods. When the collection date is also the shoot date, the Charge begins on that date and the same applies for the Return date.
- 4.3 In the event of damage to or loss of the Hire Goods, the Hire Period shall be deemed continuing and charged accordingly until the Hire Goods are repossessed and/or physically returned to Cinebug, or if the Hire Goods are damaged, until repaired, or if destroyed, is replaced by an equivalent item available for hire.
- 4.4 The Customer understands that the Customer may return the Hire Goods before the end of the agreed Hire Period, however this will not warrant any refund for the cost of the remainder of the Hire Period.

5.0 PRICING AND PAYMENT

5.1 The Charge for Hire Goods is as shown on Cinebug's current website or as quoted to the Customer by Cinebug prior to hiring from Cinebug.

5.2 Any discounts, deals, special offers or variants thereof made by Cinebug to the Customer – prior to hiring, during the Hire Period or after the Hire Period – are at the discretion of Cinebug and can and will be cancelled without notice and / or obligation to the Customer.

5.3 Cinebug reserves the right to amend prices at any time and without prior notice outside of already existing bookings.

5.4 The hire procedure MUST be completed well in advance of collection of the Hire Goods. It is recommended Customers allow at least 7 days prior to hiring from Cinebug.

5.5 The Customer agrees to pay the total Charge within 24 hours of receiving an invoice. Otherwise, their booking may be cancelled by Cinebug without obligation to give notice of this action.

5.6 The Customer MUST pay the charge using a bank account registered to the address of their current residence.

5.7 The Customer understands hire is only deemed confirmed upon payment for the Hire Goods. The total Charge for the hire must be paid prior to collection of the Hire Goods. Please be aware that the Hire Goods will not be released to any Customer until payment is received/cleared.

5.8 The Customer is liable to pay any additional charges applied by Cinebug in the event of No-shows, Late returns, no return and/or cancellations subject to Clauses 6.4, 6.5, 6.7 and 7.1.

6.0 COLLECTION, RETURNS AND RISK

6.1 The responsibility of collecting the Hire Goods is that of the Customer ONLY. Any third party will be refused access to the Hire Goods.

6.2 The Customer is liable for any and all risks to the Hire Goods upon leaving the premises of Cinebug including but not limited to theft, loss, damage to or destruction of the Hire Goods.

6.3 The Liability for any and all risks will pass back to Cinebug upon physical return of the Hire Goods to Cinebug or the repossession of the Hire Goods by Cinebug and Cinebug satisfies that the Hire Goods are in good working order (fair wear and tear excepted).

6.4 In the event of a No-Show on the agreed date of collection and Cinebug is not notified, or, the Customer is more than twenty four hours late to collect the Hire Goods, the Customer understands that Cinebug will not refund the Charge for any/all missed days agreed for the Hire Goods.

6.5 In the event that the Hire Goods CANNOT or WILL NOT be returned to Cinebug on the agreed date, the Customer understands that access will be given to Cinebug to any property at any time where the Hire Goods are being held in order for Cinebug to repossess the Hire Goods, or the Customer will be reported to the authorities.

6.6 In the event that there happens to be any damage to or defects of the Hire Goods during the Hire Period, the Customer must inform Cinebug within twenty four hours of the event and the Customer will be liable to claim for any loss or damage under the Customer's insurance policy.

6.7 Failure to notify Cinebug will result in the Customer incurring additional charges at the discretion of Cinebug.

6.8 Ownership of the Hire Goods remains with Cinebug at all times. The Customer has no entitlement to the Hire Goods except that they are hired to the Customer for the duration of the Hire Period.

7.0 CANCELLATION AND RESCHEDULING

7.1 The Customer MUST give at least twenty four hours' notice for cancellations of confirmed bookings for the Hire Goods. This action will be subject to a charge of twenty per cent of the total Charge for the Hire Goods. Less than twenty-four hours' notice will be charged one day's rate.

7.2 All refunds in respect of cancellation will be within thirty days of the cancellation date.

7.3 The Customer MUST notify Cinebug as soon as possible if rescheduling confirmed bookings. Rescheduling will be subject to availability of the Hire Goods.

7.4 The Customer MUST send their request for cancellation in writing to Cinebug. All cancellations of orders will be confirmed in writing (post or e-mail) by Cinebug.

8.0 FITNESS FOR PURPOSE

8.1 The Customer MUST satisfy itself that the Hire Goods are fit for the Customer's purpose and Cinebug is not liable for warranting the fitness of the Hire Goods for any particular purpose. Please refer to Clause 11.0.

8.2 The Customer is permitted to inspect the Hire Goods at Cinebug's premises to ensure the Hire Goods are in good working order, however, the Hire Goods are the responsibility of and are at the risk of the Customer during the inspection in spite of that inspection taking place at the Cinebug premises, and the Hire Goods must already be insured under the Customer's insurance.

8.3 Any advice or recommendations given by Cinebug's agents to the Customer on the use, set up or application of the Hire Goods, which is not confirmed in writing by Cinebug, is followed or acted upon entirely at the customer's own risk, and accordingly, Cinebug shall not be liable for any such advice or recommendation which is not so confirmed.

8.6 The Customer relies entirely on its own skill and knowledge in relation to the use and set up of the Hire Goods for filming at the Customer's chosen location and must satisfy itself that the set up and adjustment of the Hire Goods is appropriate for the Customer's use. Cinebug is not liable if the Customer does not calibrate the Hire Goods to the Customer's satisfaction.

9.0 INSURANCE

9.1 The Customer is responsible for the cost of insuring the Equipment for the duration of the Hire Period.

9.2 The Customer MUST acquire an ALL RISKS insurance policy from a reputable insurance broker for the length of the Hire Period for the total replacement value of the Hire Goods, including, without limitation, cover against loss, theft or damage to the Hire Goods.

9.3 In respect of the insurance policy, the Customer MUST provide to Cinebug evidence of premiums paid for validation prior to the commencing of the Hire Period.

9.4 The Customer MUST give written notice to Cinebug in the event of any occurrence which may require a claim to be made on any insurance policy within twenty four hours of the event.

9.5 The Customer agrees to assist and co-operate during the settlement of any claim in relation to the Hire Goods, if the event for a claim arises when the Hire Goods were in their possession.

9.6a The Customer is liable to pay the excess on any insurance claim made under the insurance policy of the Customer.

9.6b In the event that Cinebug is forced to make any claim for any damage etc., due to the failure of the Customer's insurance policy, the Customer is liable to pay the excess for the related claim.

10.0 LIABILITY AND INDEMNITY

10.1 Cinebug reserves the right to utilise any data left on the supplied Hire Goods, upon its return to Cinebug, for the purpose of promoting the services of Cinebug. In addition, Cinebug will not be liable for any loss or damage to any kind of data left on the Hire Goods upon its return to Cinebug.

10.2 Cinebug is not liable for any image problems including, but not limited to, those allegedly caused by dust on the camera's sensor.

10.3 The Customer is liable and shall completely indemnify any owners, partners, employees or other representatives of Cinebug in full against all claims, demands, costs, actions, expenses or proceedings made against Cinebug which arise out of, or, as a result of any loss or damage to the Hire Goods (fair wear and tear excepted) during the Hire Period, including by any person arising from or in connection with the Hire Goods being supplied to the Customer by Cinebug, including without limitation, any third party claim arising from any connection with the Customer's failure to comply with any of the terms and conditions of this contract or for any direct or indirect loss of profit or any indirect loss, damage, costs, claims or expenses for lost production time, delay in shooting, the cost of re-shooting any footage that is unusable, as well as remedial/repair work on digital media or any claim arising from or in connection with the storage, transit, loading or use of Hire Goods during the Hire Period.

11.0 PROPER USE OF HIRE GOODS

- 11.1 DO NOT update or roll back the firmware on the camera or accessories.
- 11.2 DO NOT blow anything into the imaging sensor, including -- but not limited to -- compressed air, breath, etc.
- 11.3 DO NOT remove the lens mount cap unless you are going to mount or dismount a lens the instant after the lens mount cap is removed.
- 11.4 DO NOT expose the imaging sensor for any duration longer than it takes to change the lens or reattach the lens mount cap to the lens mount.
- 11.5 DO NOT point the camera directly at the sun or any strong light source.
- 11.6 DO NOT point laser beams or light sources with a high intensity output at the lens whilst the lens is attached to the camera.
- 11.7 DO NOT point laser beams or light sources with a high intensity output at the imaging sensor.
- 11.8 DO NOT point the camera at a laser source or light source with a high intensity output.
- 11.9 DO NOT use any third party accessory with the camera without written approval from Cinebug.
- 11.10 DO NOT operate or store the camera, lens(es) or accessories near any liquid types; e.g., drinks, water, in the rain, under damp conditions, or conditions with high moisture.
- 11.11 DO NOT expose the camera, lens(es), or accessories to excessive / severe vibration or impact (shock).
- 11.12 DO NOT drop the camera, lens(es) or accessories.
- 11.13 DO NOT use excessive force on the camera, lens(es) or accessories.
- 11.14 DO NOT scratch, scuff, or otherwise damage the aesthetic appearance of the camera, lens(es), or accessories.
- 11.15 DO NOT operate the camera or electronic accessories near sources of electromagnetic interference, such as radio or other communication waves.
- 11.16 DO NOT expose the camera, lens(es) or accessories to temperature extremes or strong magnetic fields.
- 11.17 DO NOT expose the camera, lens(es) or accessories to direct sunlight for longer than is absolutely necessary. If possible, provide shading for the camera, lens(es) and / or accessories.
- 11.18 DO NOT block any ventilation openings or obstruct cooling fan airflow.
- 11.19 DO NOT operate or store the camera, lens(es) or accessories near any heat sources such as radiators, heat registers, stoves, or any other apparatus that produces heat.
- 11.20 DO NOT attempt to modify / alter, service / repair, dismantle or open the camera, lens (es), accessories, or the configuration of the camera as supplied by Cinebug.
- 11.21 DO NOT rinse or immerse any element of the camera, lens(es) or accessories. Keep them dry at all times.
- 11.22 DO NOT use any solvents, chemicals, or third party cleaning kits that have not been endorsed by RED Inc -- or corresponding organisation -- on the camera, lens(es), or accessories; including soaps, detergents, ammonia, acetone, alkaline cleaners, abrasive cleaning compounds / materials, rubbing alcohol, isopropyl alcohol, Windex, or pre-packaged lens cleaner containing any additives, such as detergents, anti-static, fragrance, etc.
- 11.23 DO NOT store the camera with any battery attached to the camera.
- 11.24 DO NOT bypass the third prong of the grounding-type plug on the power cord of the AC Power Adapter.
- 11.25 DO NOT allow any cable to become pinched, walked on, or driven over by a vehicle.
- 11.26 DO NOT attempt to insert any other media types, or any foreign objects into the Side SSD Module.
- 11.27 DO NOT remove any media while the camera is recording.
- 11.28 DO NOT use any storage containers that have not been supplied by or authorised by Cinebug.
- 11.29 DO NOT allow unsecured individual components to share the same space in the supplied storage container(s) - ensure every component is securely contained in its own compartment, as originally supplied by Cinebug.
- 11.30 DO NOT over tighten the lens gear whilst on the lens.
- 11.31 DO NOT remove the supplied RED bag from the LCD screen unless using the LCD screen.
- 11.32 DO NOT remove any protective covers / films from the camera, lens(es) or accessories.
- 11.33 DO NOT remove or obscure any of the "Property of Cinebug" stickers or labels from the camera, lens(es) or accessories.
- 11.34 DO NOT write on any part of the camera, lens(es) or accessories.
- 11.35 DO NOT leave the camera, lens(es) or accessories unattended at any time, unless out of sight and securely locked away in a vehicle, building, etc, to which the Customer has the keys in its possession at all times.
- 11.36 DO NOT take / use the camera, lens(es) or accessories in any location that requires a permit without the official, written permission(s) required to operate camera equipment in that / those location(s).
- 11.37 DO NOT take or use the camera, lens(es) or accessories near or on locations contaminated with radiation.
- 11.38 DO NOT use this camera for the purposes of filming pornography.

11.39 UNDER NO CIRCUMSTANCE must the Hire Goods be taken out of the U.K.

11.40 DO NOT operate the camera or the accompanying electronic accessories via a mains power source without the appropriate surge protection devices.

12.0 LAW

12.1 This contract will be governed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

12.2 Failure to comply with these Terms and Conditions will result in the Customer being liable for 100% of the replacement or repair costs and loss of hire charges.