

rental conditions

Hiring times

The Hirer agrees to pay Silverpixel the Hire fee for the equipment as stated in the Hire Agreement. Rates are based on the time the equipment is picked up from Silverpixel and the time it is returned to Silverpixel with the minimum charge for Hire being 24 hours (1 day). Weekend hire is between 4pm Friday to 10.30 am Monday and is charged at 1 1/2 the day rate. One week hire (7 days) is charged at 5 days hire. Hire equipment must be returned by 10.30am on the due day. Late return of equipment may be charged at the daily rate unless prior arrangements have been made.

Extensions

Hire is for agreed dates and time only and extensions must be authorised by Silverpixel in writing.

Personal property

Silverpixel will not be held responsible for the loss, theft or damage of any property, of any person using the studio, nor for any property lost by couriers in transit to and from the studio.

Cancellations

Studio space may be charged in full if cancelled within 24 hours of the confirmed booking time. Equipment may incur a fee of 50% of the original hiring fee.

Equipment use

The Equipment hired shall be used at all times in a skillful and proper manner. The Equipment shall be maintained and returned in a reasonable condition. If upon completion and return the Equipment needs to be cleaned we may recover these costs from the Hirer.

Sub hire

The Equipment must be returned by the Hirer and not sub-leased or assigned to another party without the expressed permission of Silverpixel in writing.

Payment

All first time Hirer's are required to pay in advance by credit card and must present personal identification and full contact details. The Hirer authorises Silverpixel to charge the Hirer's credit card for any additional freight or Hire Fee charges if applicable. Credit applications can be arranged for future Hire contracts by contacting Silverpixel.

Transportation costs

The Hirer will be responsible for all transportation costs for delivery and return of the Equipment.

Damage Waiver

Upon acceptance and payment by the Hirer of the 15% Damage Waiver fee, Silverpixel agrees to waive its rights to claim for any loss, damage, wear and tear to the equipment except through negligence. In the event of negligence, the Hirer agrees to pay a \$700 excess for each claim made through Silverpixels insurers. The Damage Waiver does not cover the following:

1. Damage caused by misuse or negligence
2. Damage caused by the operation of the Equipment in a manner other than for which the equipment was intended
3. LOSS OR THEFT

4. Use of the Equipment during a period other than specified in the hire agreement.

5. Glassware (including flash tubes, modelling lamps and protection covers)

6. Equipment left unattended.

It is agreed that Silverpixel will use its own discretion to decide whether the Hirer has been negligent or not.

In the case of negligence costs of repair or replacement may be charged to the Hirer

Breakdown

In the event of a breakdown or failure of the Equipment the Hirer shall inform us as soon as practicable after the failure and return the Equipment to our premises, and shall on no account attempt to repair the Equipment without our express agreement. In the event that the breakdown or failure is caused by reasonable wear and tear, the hire fee will be determined when the Equipment is returned to Silverpixel. If the Equipment has failed due to negligence, misuse or User "error", Silverpixel reserves the right to charge the Hirer replacement or repair costs.

Service calls

It is the responsibility of the Hirer that they have a solid understanding of the use of any equipment hired from Silverpixel. Silverpixel can not guarantee availability of technical support for any of our equipment while in use by the Hirer. In the event that a technician does make an on-site call and it is found that the equipment is not faulty, Silverpixel will charge a minimum \$150 service call fee.

Archiving

While all care is taken, Silverpixel will not be held responsible for any data that may be damaged, lost or destroyed whilst in storage. Silverpixel will not be responsible for any cost relating to the recapture of this data.

Liability

Silverpixel shall not be liable for any loss or damage caused by hired Equipment, whether to the Hirer, the Hirer's property, or any other person, firm or corporation. Silverpixel's liability if any for furnishing the wrong or defective equipment to the Hirer is limited to a rebate of rental charged. The Hirer hereby indemnifies Silverpixel from liability for any losses, damage, injuries, claims, demands and expenses of any kind or nature arising from the use of the hired equipment.

Damage Waiver

All prices quoted in any of Silverpixel's documentation are exclusive of 15% DW.

GST

All prices quoted in this document are exclusive of 10% GST.

Termination of Agreement

If any of these hire terms are breached, Silverpixel reserves the right to cancel the rental immediately. Silverpixel also reserves the right to change these terms without notice.