

Terms Of Use

These Terms and Conditions cover not only your first hire but also any further hires, authorised by the same signatory, unless otherwise advised by either party.



New Customers

New customers will be subject to a thorough identification verification process in order to reduce the risk of loss by the Company. All information submitted as part of the verification and application process will be treated in the strictest confidence. It is necessary for the Company to be satisfied as to the good intentions of new customers where potentially expensive camera equipment is being hired. It is not the intention of the Company to intrude into a Customer's privacy except in so far as it helps to protect the Company's interests.

If the order was not placed on-line, a signed copy of our Terms and Conditions must be submitted to the Company by the Hirer either by post or email, within twenty-four hours of the web booking or, where same day dispatch is required, it must be received before 1pm on that day – whichever is sooner.

From the hirer, the Company requires colour photo identification in the form of a valid EU passport or UK driving licence, (if the Hirer is from outside of the EU, a valid residency permit is required in addition to passport). Colour proof of billing address is also required in the form of either a utility bill (dated within 6 months), a council tax letter (annual) or a bank / credit card statement (most recent full-page - can be an on-line print). Please note that we use a risk assessment service to qualify your documents.

For a company (Ltd company) hire, an order confirmation letter is required on company letter headed paper, signed and dated by the cardholder. The letter will need to confirm the full details of the hire, please use the following example:

Dear Hirecamera,

This letter is to confirm the order I have placed for 'equipment' for 'delivery/collection in person' on 'date' and 'collection/return in person' on 'date'. The delivery address for this is 'address' and the collection address for this is 'address'.

The total hire charge for this is '£' the deposit for this is '£'. I authorise you to debit this amount from the card details that I have provided you with.

Yours sincerely

Signature and Date

('Full Name' - to be signed by the authorised card holder)

For a company hire, if the business is registered to a residential address then the Company requires colour photo identification in the form of a valid EU passport or

UK driving licence, (if the Hirer is from outside of the EU, a valid residency permit is required in addition to passport).

For all hires, the Company requires two valid UK telephone numbers from the Hirer.

The appropriate deposit is payable via credit or debit card. Please note, payment card for a personal, non-limited company must be registered to the delivery address.

The Company reserves the right to refuse the order at any point where it is not satisfied with the provided information, documents and related checks. The Company also reserves the right to use the Customer's information as part of an investigation into any loss of equipment that might occur or in any perceived breach of these Terms & Conditions.

Where we are not satisfied with the validity of either the intended Hirer or the purpose for which the equipment is being hired, we reserve the right to ask for a customer referee, or to refuse hire, we are not obliged to provide explanation for such a decision. Your statutory rights are not affected and all documentation provided will be destroyed.

If the Company is unable to contact the Hirer after an order is placed, the Company reserves the right to cancel the order and cancellation fees will apply, as detailed in the Cancellation Policy.

Equipment

The equipment and accessories on hire shall remain the absolute property of the Company and the Hirer has no right, title or interest in the equipment, except that it is hired to the Customer for an agreed period, with the Customer accepting responsibility for the safekeeping of the equipment whilst in their possession. The equipment must be returned by the Customer in the condition in which it was received and in good working order.

All equipment and accessories are checked prior to dispatch and are listed on the Equipment Checklist that is included with the equipment. It is the responsibility of the Hirer to check upon receipt of the equipment that it is in good working order and in an undamaged condition. The Hirer will be held liable for any defects or deficiencies in the equipment that are not noted on the condition report or equipment checklist, unless the Hirer has notified us in writing before 4pm on the day of delivery. Every effort is made to supply all batteries with full charge. However, occasionally there may not be adequate time to fully charge them – particularly where equipment is on a quick turnaround. It is also possible for levels to deplete slightly during transit. We therefore strongly advise checking the state of charge of all batteries upon delivery.

The Company needs to determine the potential use and deployment of hired equipment. This information also helps the Company to know whether appropriate equipment is being hired for the customer's stated purpose and to offer informal advice about equipment that may be needed by the Hirer. However, the Company accepts no responsibility for this advice, nor does it warrant, guarantee or promise that any advice given by its employees, servants or agents as to whether any hired equipment is suitable for the particular or any purpose for which it is or may be required.

It is a condition of hire that the Hirer declares the purpose of hiring the equipment and where it will be used. This is to prevent unacceptable risks being taken with the Company's equipment. The Company reserves the right to decline a request to hire if it is not satisfied with the declared purpose of the hire. It is therefore more likely for

the Hirer to be able to hire if as much detail as possible regarding the equipment's use is provided.

The Hirer shall not assign, transfer or otherwise part with possession of the equipment during the period of hire without prior written consent of the Company. The Hirer will permit the Company at all reasonable times to inspect the equipment including procuring access to any premises where the goods are located.

Any intention to take the equipment outside of the UK must be notified in writing to the Company prior to commencement of the hire and proof of return documentation would need to be provided. The Company reserves the right to decline hire for any overseas use.

The Hirer shall take adequate and proper measures to protect the equipment from theft, damage and other risks. The Hirer shall not permit the equipment to be used for any abnormal or hazardous assignments without the prior written consent of the Company. The Hirer shall notify the Company of any change of address, and upon the Company's request provide details of the location of the equipment.

Delivery and Collection

The Company shall endeavour to send all the required equipment in one consignment. Should any equipment be unavailable for dispatch and the Hirer consents to a rescheduled delivery of part of the equipment, the Company will pay any additional carrier costs incurred.

The Hirer shall accept delivery of the equipment on the day the carrier first attempts to deliver. In the event of any damaged or missing equipment, the Hirer shall immediately inform the Company.

Where the carrier has made an attempt to deliver the equipment but the Hirer has not been present to accept the delivery, the carriers would not come back that day and there is no guarantee what time the carriers could deliver to you on the next working day. The hire period shall remain as shown on the Order Confirmation, unless otherwise agreed by both parties.

Equipment must be made available for collection at the address agreed with the Company by the carrier on the day of pickup. The Hirer must return the equipment as delivered using the appropriate packaging securely sealed. The Hirer shall be liable to the Company for any loss of or damage to the equipment in transit resulting from failure to repackage as per these instructions.

If the equipment is not available for pick up, the Hirer will be charged a failed collection fee of £15 and will be charged for the extension of hire.

In the event that the equipment is not returned within 24 hours of the pickup date and notwithstanding carrier delays, the Hirer will be charged a fee equal to a full day's rental for each day that the equipment remains unreturned.

Where the equipment is not returned to the Company immediately following the end of the Hire Period and the Hirer has failed to either contact the Company and explain the circumstances, or negotiate an extension to the agreed Hire Period (and the Company has provided written confirmation of said extension), the Company will

conduct an investigation and may inform the Police and report the equipment as stolen and will take steps to recover the equipment including, but not limited to, charging the Customer's credit or debit card for the full price of replacement equipment.

Loss or Damage to Equipment

The Hirer shall be responsible for the safe keeping of the equipment throughout the hire period and shall be liable to the Company for all loss of or damage to the equipment howsoever caused.

The Hirer shall not remove any labels from and/or interfere with the equipment or make any permanent modifications to it. The Hirer will only use the equipment in a safe and correct manner in accordance with the operating manual/instructions supplied with the equipment. The Hirer will notify the Company of any loss or damage to any equipment on hire immediately, and where theft has occurred, the police should be informed and a crime reference number is to be provided to the Company without unnecessary delay.

The Hirer shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written permission of the Company.

The Hirer shall pay the Company all costs for repairs to damaged equipment. The Hirer shall pay to the Company the full cost of replacing any lost equipment, or any equipment, which in the reasonable opinion of the Company is uneconomic to repair, with new equipment of the same or similar specification to that equipment which has been lost or damaged. An administration fee of £15 will be added to each missing part or damaged item. The Hirer shall also be liable for any loss of rental income resulting from such loss or damage or for the period it takes to effect repairs, up to and including the replacement value of the equipment.

Where equipment is returned with missing components, the Hirer shall ensure that said components are returned to the Company by either Royal Mail Special Delivery or an approved carrier service within 1 working day of being notified. If the components are not returned by this time and no agreement has been made in writing between the Company and the Hirer, all monies owed for replacing said components will become immediately due and taken automatically from the deposit or will be debited from the Hirer's card. This includes but is not limited to batteries, memory cards, cases and other ancillary items connected with the equipment.

The Company recommends at all times that the Hirer uses memory cards tested and supplied by the Company. In the event of any damage to the Company's equipment relating to use of memory cards not supplied by the Company, the Hirer shall be liable for damage to equipment. The Company assumes no responsibility for damage or liability of any kind resulting from the use of the equipment. All digital sensors are inspected and, where necessary, cleaned before dispatch of equipment. The Company assumes no responsibility for dust attracted to the chip after dispatch.

Insurance

If the Company requires you to hold insurance, you must prove to us that insurance is in place and the Company must be satisfied with said cover prior to

commencement of the hire. Where the Company is not satisfied with said cover, the Company reserves the right to cancel the hire until such time as sufficient cover is in place and the Company is satisfied.

The Company will investigate all losses of whatever value thoroughly. Where the loss is suspected to be by theft, the Hirer has an obligation to report the loss to the police and to obtain a crime reference number without unnecessary delay.

Please note that you remain liable for up to the full value of the equipment and we will take whatever action necessary to recover any costs.

Reservations

Booking cannot be made without payment, making an enquiry either by telephone, email or in person, does not constitute booking the equipment. You will need to have received an order confirmation from the Company.

Upon booking of the equipment, the Company shall charge the full hire fee, including all charges to the debit/credit card as given by the Hirer. Where the Customer is protected by consumer protection law, they shall have the right up to 14 working days after that booking to a refund where written notice of cancellation has been received.

Where the equipment, for reasons outside the Company's control, ceases to be available for the duration of the hire period, the Company shall inform the Customer as soon as is practically possible. In such an event, the Company will endeavour to provide suitable replacement equipment. Where such equipment is not available to fulfil all or part of that order, the Customer can cancel all or part of the order and receive a full or part refund as applicable or re-schedule all or part of the order at no extra charge.

Where an account has been created over the telephone, proof of identification and these Terms and Conditions, signed by the card holder, (if the order was not placed online by the Hirer) must be e-mailed and verified before any order will be dispatched. In the event of all paperwork not being available at the time of dispatch and the Company is unable to contact the Hirer, the reservation will be cancelled and the full cancellation charge will apply.

To ensure the equipment arrives on the chosen date of hire, where possible the Company shall dispatch all orders to arrive the day before the chosen date of hire. In the event of carrier misrouting or error, the Company will endeavour to deliver the equipment before 10am on the chosen date of hire. Any times quoted for delivery by the Company are to be treated as an estimate, and the Hirer acknowledges that delivery may be postponed due to circumstances outside the direct control of the Company. In such event, the Company shall not be liable for any damages, compensation or penalty.

Refunds for early return of equipment will not be given.

Cancellation Policy

In respect of any order cancelled by the Hirer a £25 admin charge will apply up until 2 full working days of the date of dispatch of the order, after this the Hirer shall be liable to pay to the Company a cancellation charge equal to half the agreed hire charge. If the Hirer cancels the order within 1 full working day of the dispatch date, the Hirer shall be liable to pay to the Company a cancellation charge equal to the full hire charge. Where the Customer is such that the hire would be subject to the provisions of the Consumer Protection (Distance Selling) Regulations 2000, the Customer shall have the right to cancel the order by written notice up to 14 working days after confirmation of that order without penalty. By accepting delivery of the equipment ordered, defects or deficiencies notwithstanding, the customer agrees to pay the hire, insurance / deposit and carrier charges for said equipment.

Payment

Payment of any monies payable to the Company in respect of any agreement between the Hirer and the Company shall be made to the Company before any equipment is dispatched. The Company shall be entitled to receive full payment of the hire charges from the Hirer on receipt of the order.

The Hirer shall pay all sums due to the Company under this contract without any set-off, deduction, counterclaim and/or any other withholding of monies. The Company reserves the right to charge the Customer's credit or debit card to the full value of the equipment in the event that the Hirer is considered to be in breach of these Terms & Conditions.

Deposit

The Hirer will be required to leave a deposit before the Company will dispatch any equipment. The amount of such deposit will be quoted on-line via the website at Hirecamera.com or quoted to the Customer at the time of booking in line with the loyalty scheme rates. The deposit will be secured either at the time of booking or 7 days before the date of dispatch, whichever is closest to said day of dispatch. In the event of the funds not being paid and the Company not being able to contact the Hirer, the reservation will be cancelled and the full cancellation charge will apply. The Company will release said deposit as soon as practicable once the equipment returned and the Company is satisfied all equipment is complete and undamaged. It may take 3-8 working days for the deposit to clear into the Hirer's bank.

Indemnity

The Hirer shall at all times fully indemnify the Company, its employees, servants and agents against all actions, costs, claims, demands, proceedings or liabilities arising from or in conjunction with equipment, materials or any other services supplied to the Hirer by the Company.

Privacy

All information gathered, received or relied upon by the Company will be regarded as private and will not be shared or divulged to third parties. The exception will be in the

event that the Hirer fails to return the equipment and an investigation is conducted by the Company, in which circumstances information may, as appropriate, be shared with the police, insurance companies and other interested parties in pursuance of recovering the Company's equipment. Simply Snap Ltd T/A Hirecamera.com is committed to fighting fraud within the equipment hire industry and shares information, (including CCTV images and copies of documents provided) about suspicious persons and behaviour with other equipment hire companies via the X-hire Anti-Fraud Network: <http://www.xhire.org.uk/> By making an enquiry or booking equipment with us, you consent to this. We reserve the right to withdraw the offer to hire equipment if we are not satisfied with the veracity of information provided.