

Terms and conditions

As used herein "customer refers to you and "The Company" refers to **CYTOCH GLOBAL (PTY) LTD** the Trade name **CytochMedia Rental, Sales & Services a sub**

New Customers

New customers will be subject to an 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.

Identification [id or passport], proof of residence [utility bill] not older than 3 month, a signed copy of our Terms and Conditions with a reference documents must be submitted to the Company by the customer, either directly or by email, to be received by the Company within 48 four hours of the booking or, where same day dispatch is required, before dispatch of the booked equipment – whichever is sooner. Failure to provide requested information may lead to the Company declining to rent to the Customer.

The Company reserves the right to refuse the order at any point where it is not satisfied with the provided 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 customer or the purpose for which the equipment is being rented, we reserve the right to refuse to rent and are not obliged to provide explanation for such a decision. Your statutory rights are not affected and all documentation provided will be destroyed.

Equipment

Some of the expensive equipment requested by the customer can only be release to a registered company which is own by the customer or represented by the customer, on such Equipment which the value will be determine by the company upon request will request a proof of company registration and a sign authorisation document sign by any one of the directors of that company with that company insurance covering the Equipment, or we might charge extra 10% for insurance.

The equipment rented shall remain the absolute property of the Company and the customer has no right, title or interest in the equipment, except that it is rented 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 is checked prior to dispatch. It is the responsibility of the customer to check upon receipt of the equipment that it is in good working order and in an undamaged condition. The Company will not be responsible for any defects or deficiencies in the equipment unless notification has been made in writing upon receipt of the equipment. It is a condition of rent that the customer declares the purpose of renting 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 rent if it is not satisfied with the declared purpose of the rent.

The customer shall not assign, transfer or otherwise part with possession of the equipment during the period of rent without prior written consent of the Company. The customer will permit the Company at all reasonable times to inspect the equipment including procuring access to any premises where the goods are located, in some instance the will provide a security for such equipment if the which the customer will be charged or the customer can provide his own security which the company will verify and certify before releasing the equipment to the customer but this only apply on some of the expensive equipment Any intention to take the equipment outside of the South Africa must be notified in writing to the Company prior to commencement of the rental period. The Company reserves the right to decline rent for any overseas use.

The Customer shall take adequate and proper measures to protect the equipment from theft, damage and other risks. The customer shall not permit the equipment to be used for any abnormal or hazardous assignments

Loss or Damage to Equipment – Insurance

The Company requires that the customer takes out insurance on the equipment that they rent from the company, the customer shall provide either proof of adequate self-insurance or we might charge extra 10% depends on customer credentials, company still not responsible for any lost or damage to the equipment's, its customer fully responsibility.

In the event that the company's Security or insurance option is not taken, the customer hereby shall bear the entire risk of loss and damage to the Equipment from any and every cause. The customer, while in possession of the Equipment, shall be responsible for maintaining adequate insurance on the Equipment, with losses payable to the company, against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the company. Any funds due to the company by the customer will be paid within thirty (30) days of the expiration rental date. The customer agrees that if the funds are not paid to the company that their account will be handed over to collection agencies and legal action will be taken against the customer.

In the event of loss or damage of any kind whatsoever to the Equipment, the customer agrees to immediately contact the company with an accurate description of the loss or damage. A sworn affidavit will need to be supplied to the company from the customer if requested to do so by the company.

The company expressly reserves the right to choose the repair method and venue, within reasonable market value terms. The customer agrees to be bound, legally and otherwise, by the report of the companies chosen repair venue as to the cause of the damage to the Equipment.

The Equipment shall be deemed to be "lost" when the customer has failed to return the Equipment to the company within five (5) days of expiration of the rental period. After thirty (30) days, the customer shall pay to the company cost of the equipment's

In the event of loss or damage of any kind whatsoever to the Equipment, the customer shall, at the company's option, repair the equipment to the same condition in which they received it or replace the equipment with the same item or pay the company's excess on the equipment as set forth above.

Theft from any unattended vehicle will be the responsibility of the customer renting the equipment and they will be held 100% responsible for the loss.

Liability

The Company assumes no responsibility for damage to tape or film materials or liability of any kind resulting from the use of the rental equipment. All digital camera CCD chips are inspected and, where necessary, cleaned before dispatch of equipment. The Company assumes no responsibility for dust attracted to the CCD after dispatch.

Reservations

The customer will be required to confirm the order in writing. Proof of identification and physical address [utility bill, rental agreement] and these Terms and Conditions, signed by the customer, and must be sent within **48hrs** to the company before any order will be released. In the event of all paperwork not being available the reservation will be cancelled. Payment of 40% of the invoice amount will be required within 2 working days to confirm the booking

Collection

It is agreed by the customer and the company that the customer can collect the rental equipment 4pm a day before or before 10am on the day prior to the rental agreement starting. E.g. if you want use on Tuesday you have to pick it up before 10am on Tuesday and return Wednesday **For Saturday's rental you pick it up on Friday between 4-5pm before we close reason we work half day so you have to return it by 10am Monday latest or a special arrangement should be arrange with management to return on sunday**

Returning equipment

The customer agrees that they will return the rented equipment before 11am on the next day or day after the rental expiration date with all accessories and parts belonging there to the offices of the company in the same condition it was received.

For Saturday's and Sunday or After hour, because the company don't operate on Sunday unless otherwise requested by the customer it will attract some amount of fee depending with company, so when a customer rent on Saturday for a day which he or she will return on it Sunday we do charge an extra of minimum R150 depend on company but the customer will return it on Monday before 10am

Cancellation

The customer shall have the right to cancel the order by written notice up to 3 working days before the date confirmed to collect the equipment and a full refund will be paid to the customer. If the order is cancelled within 2 days of collecting the equipment the customer will be charged for a ½ day rental on the equipment, this will be deducted from the 40% deposit.

Late Returns

It is agreed that in the case of a late return the customer agrees to be charged at 2 x the daily rate of the item per a day that the item is late. An order is considered to be late if the equipment is not returned by 12.00pm on the due date and the customer and company have not agreed to an extension of the rental period. The customer agrees that if he does not pay this fee that his account will be handed over to a collection agency.



Payment

Payment of any monies payable to the Company in respect of any agreement between the customer and the Company shall be made to the Company on confirmation of your order and before any equipment is released, unless there was an agreement with the company managements to pay thereafter with proper arrangement

Disclaimer

Every effort is made to assure that descriptions and prices of Equipment are correct. The Company reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

Indemnity

The customer 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 customer by the Company.

Governing Law

This Agreement shall be construed and enforced according to laws of South Africa.

Privacy

All information gathered or 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 customer 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.

I, as the customer, have read and hereby agree to the above conditions listed on all three (4) pages of this agreement for this and any future hire transactions

Full Name (please print)

Full Signature

Dated Phone Tell:

Email:



REFERENCE should Fill all this documents and attached signature

Full Name.....

ID NO:

Full Address:

.....

Signature

Phone Tell:

Email:

OR

Any rental Company you affiliated or used before should be use as reference

Company Name:

Full Address:

.....

Signature: Phone:

Tell:

Email:



**197 Republic Road
Randpark
Randburg 2194
Phone:+27 83 284
2069 Wasp**

**Email:
info@cytochmedia.com
www.cytochmedia.com**

This instrument constitutes the whole Agreement between the signatory parties and sets out herein (as contained in the memorandum) all rights and obligations arising from the legal relationship created hereby.

It is thus hereby understood that this document, with all of its terms (and annexures, if any) constitutes an offer to:

Name:

(Client)

(Or her duly authorized Trustee/Representative)

by

CYTOCH GLOBAL PTY LTD Registration Number: 2016/070975/07

(Company)

(or its duly authorized Representative)

hereinafter referred to as the parties and that upon the initialling of every page and the full signature on the last page of this document by both mentioned parties, the Recording Artist unconditionally accepts this offer, thereby making the terms of this document legally binding on both parties. It is also hereby understood that the annexure (if any) attached to this document will only become part of this Agreement if and when it is signed in full by both parties hereto on the last page of the said annexure. It is hereby also explicitly stated and guaranteed that both signatory parties hereto have extensively perused the terms of this Agreement and have reconciled themselves with same, thus accepting it as a true reflection of the full meeting of their minds. Both parties must add their individual signatures hereunder to affirm and guarantee having perused and accepted the above declaration.