



• PHOTOGRAPHIC SPACE & GEAR RENTAL •

## EQUIPMENT RENTAL AGREEMENT

Between \_\_\_\_\_ ("the Customer")  
(Full Name or Legal Entity)

Identity Number / Company Registration Number : \_\_\_\_\_

Of : \_\_\_\_\_  
(physical address)

and

Simon John Magnus t/a Light Station Studio ("Light Station Studio") Identity Number: 8006265124080 of 20 Belgrave Street, Bryanston, Johannesburg, 2191

Definition:

Light Station Studio is in the business of renting photographic equipment and accessories (hereinafter referred to as "goods").

### 1. The Customer agrees that:

- 1.1 this Agreement represents the entire Agreement between the Customer and the legal entity as referred to on the Quotation and / or Tax Invoice and (hereinafter called Light Station Studio), and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of Light Station Studio;
- 1.2 this Agreement will govern all future contractual relationships between the parties;
- 1.3 this Agreement is applicable to all existing debts and future debts between the parties;
- 1.4 this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions;
- 1.5 these terms apply to all suppliers and subcontractors of Light Station Studio.

### 2. Jurisdiction:

- 2.1 This Agreement only becomes final and binding on receipt and acceptance of this agreement by Light Station Studio at its business address as recorded on the Quotation and / or Tax Invoice
- 2.2 Any booking only becomes final and binding on receipt and acceptance of such booking by Light Station Studio at its business address per clause 2.1.

### 3. Utilization of goods:

- 3.1 The Customer acknowledges that it does not rely on any representations made by Light Station Studio in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by Light Station Studio in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by Light Station Studio.
- 3.2 The Customer agrees that neither Light Station Studio nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.
  - 3.2.1 It is the sole responsibility of the Customer to determine that the goods or services booked are suitable for the purposes of intended use.
  - 3.2.2 The Customer acknowledges that it is aware of the purpose for which the goods were designed as well as all safety and maintenance procedures. The Customer acknowledges that it has the necessary knowledge, and knows how to safely and correctly use the goods.
  - 3.2.3 The Customer hereby indemnifies Light Station Studio and all its personnel for all damage or loss suffered by the Customer or any third party, should the goods be used for any other purpose as it was designed for.
  - 3.2.4 The Customer confirms that it uses the goods at its own risk and indemnifies Light Station Studio against any claims of any nature brought against it by the Customer, employees, agents or representatives or third parties arising out of the use of the goods while under the control of the Customer in terms hereof and all costs and expenses or representation shall be binding on the Customer.
  - 3.2.5 Light Station Studio does not undertake to furnish the Customer with any technical advice, but should it do so, it does not warrant the correctness thereof.
  - 3.2.6 The Customer may in no way cede, nor assign this agreement, nor sub-let the goods.

#### **4. Rental period:**

4.1 The rental period (RP) is defined and agreed in the Quotation and shall commence when the Customer takes delivery of the goods (no earlier than 7:00am) on the first confirmed day of booking and shall end when Light Station Studio accepts return of the goods during its office hours on the last day of booking (and no later than 8:00am) the following day, provided that in the case of goods delivered and to be collected by Light Station Studio, the RP shall be regarded and charged as one full day regardless of late collections on the day of booking. Goods returned to Light Station Studio later than 8:00am on the day of return will be charged late fees by the hour at the discretion of Light Station Studio.

4.2 In the event that the Customer fails to return the goods on the agreed date of return, Light Station Studio shall be entitled to payment of damages in an amount equal to the rental charges as set out in this agreement, until the goods are returned, replaced or paid for in full. Should the goods not be returned within 7 days of the agreed date of return, the goods will be deemed stolen.

4.3 The rental charges in respect of this agreement will end on the date and time of acceptance of the goods by Light Station Studio.

4.4 It is recorded that Saturdays will be deemed to be a working day if the Customer does not notify Light Station Studio in writing to the contrary.

4.5 It is recorded that 1 (one) working day is the equivalent of 9 (nine) business hours.

#### **5. Quotations:**

5.1 All quotations will remain valid for a period of 7 (seven) days from the date of the quotation.

5.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by Light Station Studio and the prices quoted are subject to any increases in the cost price, including currency fluctuations, of Light Station Studio before dispatch of the goods.

5.3 A signed release note shall constitute prima facie proof that the goods have been delivered to be received and examined by the Customer in good condition and that the goods duly represent the goods booked by the Customer at the prices agreed to by the Customer and where delivery has already taken place, the Customer is satisfied that these conform in all respects to the quality and quantity booked and are free from any defects, whether signed by the Customer, an employee, an agent or representative of the Customer.

#### **6. Goods in good order:**

6.1 A mandatory check must be performed either by the client, or an authorized representative of the client when the goods are collected from Light Station Studio. Failure to check the equipment will result in the Customer undertaking to indemnify Light Station Studio against any defective equipment and will remain liable to the company for the rental charge.

6.2 The Customer must notify Light Station Studio of any defects within 2 (two) hours of taking delivery. Light Station Studio shall determine whether the goods are defective or unfit for the purpose for which they were intended and shall be entitled to either terminate this Agreement or refund any rental charges already paid, or replace the defective goods.

#### **7. Breakdown, repair, replacement:**

7.1 The Customer shall immediately notify Light Station Studio of any breakdown or defect and shall not attempt to repair the goods or replace any parts. Light Station Studio shall be entitled to repair or replace the goods at its costs unless Light Station Studio in its sole discretion determines that the breakdown is due to improper use of the goods, in which event the Customer shall on demand reimburse Light Station Studio with all costs incurred as a result of the breakdown.

7.2 The Customer shall return the goods in a clean state and in good order. In the event that the goods are lost, destroyed or damaged as a result of any direct or indirect act or omission by the Customer, its employees or agents prior to the return thereof, the Customer shall be liable to make good the new replacement cost thereof (including Value added tax) and rental charges shall continue until the Customer has paid for or replaced the lost goods. If goods are returned in an unclean state, the Customer may be liable for reasonable costs to Light Station Studio for cleaning of the goods.

7.3 Should it be agreed that Light Station Studio shall remove the goods at the end of any RP from the relevant site where it is situated; the Customer shall ensure that the goods are readily accessible, properly vacated and recoverable. The Customer indemnifies Light Station Studio against all claims for damages or losses incurred as a result of the direct or indirect act or omission by the Customer, its employees or agents, during the removal of the goods from the relevant site.

#### **8. Bookings and delivery:**

8.1 Notwithstanding the provisions of clause 1 above, all bookings or agreed variations to bookings, whether orally or in writing, shall be binding and subject to the Terms and Conditions of this Equipment Rental Agreement and may not be revoked by the Customer.

#### **9. Risk:**

9.1 The risk of damage to, destruction or theft of goods shall pass to the Customer on the moment of release of the goods and the Customer undertakes to comprehensively insure the goods for the new replacement value (including Value added tax), until the goods are returned.

9.2 The Customer shall at all times be fully responsible for the goods prior to the return thereof, and shall return them to Light Station Studio at the expiry of the RP or on cancellation of the agreement provided that, in the case where Light Station Studio has contracted to collect the goods, Light Station Studio shall carry the risk from the moment of taking the goods in its possession on collection.

9.3 Light Station Studio shall at all reasonable times be entitled access of the premises of the Customer for the purposes of inspection; and / or repairing; and / or repossession of the goods (clause 20); and / or cleaning; and / or servicing the goods.

## **10. Liability:**

10.1 Under no circumstances will Light Station Studio be liable for any damages arising from any use, misuse, abuse or improper care of the goods by the Customer, its employees or its agents causing the goods to be damaged whilst in the care and control of the Customer, its employees or its agents.

10.2 Under no circumstances shall Light Station Studio be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

10.3 Delivery times quoted are merely estimates and are not binding on Light Station Studio.

10.4 If Light Station Studio agrees to engage a third party to transport the goods, Light Station Studio is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by Light Station Studio.

10.5 The Customer indemnifies Light Station Studio against any claims against Light Station Studio that may arise from such agreement in clause 10.4.

## **11. Warranty:**

11.1 Light Station Studio warrants that the goods are fit for the purpose of intended use and that no other warranties, nor representations, shall be binding on Light Station Studio unless such warranties or representations are in writing and signed by a duly authorised representative of Light Station Studio and all other guarantees including common law guarantees are hereby specifically excluded.

## **12. Cession:**

12.1 The Customer hereby irrevocably cedes, pledges, assigns, transfers and makes over to and in favour of Light Station Studio, all its rights, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Customer may now, or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer from whatsoever cause or causes arising, which the Customer may be or become bound to perform in favour of Light Station Studio, if being acknowledged that this cession is not an out and out cession.

## **13. Place of delivery:**

Delivery of the goods or services to the Customer shall take place at the place of business of Light Station Studio.

## **14. Payment terms:**

14.1 The Customer agrees that the amount contained in an Invoice issued by Light Station Studio shall be due and payable unconditionally within 7 (seven) days from the date of a Tax Invoice issued by Light Station Studio.

14.2 The Customer agrees to pay the amount on the Invoice to the bank account of Light Station Studio by way of Electronic Funds Transfer, or via credit or debit card at the offices of Light Station Studio.

14.3 Light Station Studio does not accept payment by cheque or cash.

14.4 Should any amount not be paid by the Customer on the due date, then all other amounts in respect of all transactions between Light Station Studio and the Customer shall become due, owing and payable irrespective of the date(s) when these transactions took place or when payment of same would have become payable.

14.5 The Customer agrees to notify Light Station Studio in writing if an invoice amount is disputed within 14 (fourteen) days of receiving the invoice, after which date the invoice amount will be deemed to be correct and final.

## **15. Withholding of payment:**

The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by Light Station Studio, reduced to writing and signed by the Customer and a duly authorised representative of Light Station Studio.

## **16. Certificate of indebtedness:**

The Customer agrees that the amount due and payable to Light Station Studio may be determined and proven by a certificate issued and signed by any director or member or manager of Light Station Studio, whose authority need not be proven, or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

## **17. Computer evidence:**

Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

## **18. Non-payment:**

18.1 The Customer agrees that if an Invoice is not settled in full

- a) against order; or
- b) within the period agreed in clause 14.1 above;

then Light Station Studio is entitled to:

- i) immediately institute action against the Customer at the sole expense of the Customer; or

ii) cancel the Agreement and take possession of any goods rented or sold to the Customer and claim damages. These remedies are without prejudice to any other right Light Station Studio may be entitled to in terms of this Agreement or in law.

18.2 Light Station Studio reserves its right to stop supply immediately on cancellation or on non-payment.

18.3 A credit approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 14.1 and all amounts then outstanding shall immediately become due and payable.

18.4 Light Station Studio shall be entitled to withdraw credit facilities at any time within its sole discretion.

## **19. Ownership:**

19.1 All goods supplied by Light Station Studio remain the property of Light Station Studio

19.2 The Customer is not entitled to sell or dispose of any goods. The Customer shall not allow the goods to become encumbered in any manner

## **20. Legal cost and proceedings:**

20.1 The Customer shall be liable to Light Station Studio for all legal expenses on the attorney-and-own-Customer scale incurred by Light Station Studio in the event of:

a) any default by the Customer; or

b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, and for any form of security that Light Station Studio may demand.

20.2 The Customer hereby consents that Light Station Studio shall have the right to institute any legal action in either the Magistrate's Court or the High Court as per the jurisdiction as recorded on the Equipment Rental Agreement / and / or Quotation and / or Tax invoice, at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

## **21. Non-Waiver**

The Customer agrees that no indulgence whatsoever by Light Station Studio will affect the terms of this Agreement or any of the rights of Light Station Studio and such indulgence shall not constitute a waiver by Light Station Studio in respect of any of its rights herein. Under no circumstances will Light Station Studio be estopped from exercising any of its rights in terms of this Agreement.

## **22. Legal Addresses and Notices**

22.1 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), any Member (in the case of a close corporation) or of the Owner(s) or Partner(s) as found in the Equipment Rental Agreement.

22.2 Any document shall be deemed duly presented to and accepted by the Customer

a) within 5 (five) days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or

b) within 24 (twenty four) hours of being faxed to any of the Customer's fax numbers or any director's, member's or owner's fax numbers; or

c) on being delivered by hand to the Customer or any director, member or owner of the Customer; or

d) within 48 (forty eight) hours if sent by overnight courier; or

e) within 7 (seven) days of being sent by surface mail; or

f) within 24 (twenty four) hours of being e-mailed to any e-mail address provided by the Customer.

22.3 The Customer undertakes to inform Light Station Studio in writing within 7 (seven) days of any change of Director, Member, Shareholder, Owner or Partner, or any change of any address, or 14 (fourteen) days prior to selling or alienating the Customer's business, and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, Light Station Studio reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

## **23. Personal information:**

23.1 The Customer hereby consents to the storage and use by Light Station Studio of the personal information that it has provided to Light Station Studio for establishing its credit rating.

23.2 The Customer hereby consents that Light Station Studio can provide personal information of the Customer to third parties if the Customer has indicated Light Station Studio as a trade reference to third parties and the Customer agrees that Light Station Studio will not be liable for the good faith disclosure of any of this information to such third parties.

## **24. Indemnity**

The signatory hereto indemnifies Light Station Studio against any loss or damages (including consequential or special damages or loss of profits), loss of life, bodily injury or damage to or loss of property of whatsoever nature, whether or not caused directly or indirectly, by any form of negligence of Light Station Studio, its owner or any of its employees or its agents or any other person acting on behalf of Light Station Studio

## **25. Standard rates:**

25.1 The Customer agrees to the Standard Rates of Light Station Studio as detailed in the Quotation and / or Tax Invoice for any goods or services rendered, which rates may be obtained on request.

25.2 Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

**26. Cancellation of bookings by Light Station Studio:**

26.1 Any booking is subject to cancellation by Light Station Studio due to acts of God or any circumstance beyond the control of Light Station Studio, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

26.2 Any booking is subject to cancellation by Light Station Studio if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.

26.3 The Customer agrees that Light Station Studio will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in Clause 26.1 or 26.2 occur.

**27. Exclusion of NCA and CPA:**

29.1 If the National Credit Act 34 of 2005 is applicable, the following clauses in this agreement shall be severed: Clauses 3.2 and

20.2 If the Consumer Protection Act 68 of 2009 is applicable the following clauses in this agreement shall be severed: Clauses 3.2, 5.2, 9.1, 10.2 and 11.1.

**28. S.A. law:**

This Agreement and its interpretation are subject to South African law.

**29. Authority to sign:**

The Customer warrants that the person signing this agreement on behalf of the client is duly authorized to do so.

Signed on behalf of the Customer:

By signing below, I hereby confirm that I have read and understood the terms and conditions of this agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Name \_\_\_\_\_

Signed on behalf of Light Station Studio :

Signature \_\_\_\_\_ Date \_\_\_\_\_

Full Name \_\_\_\_\_