Booking reference no.:

**PHOTO EQUIPMENT RENTAL AGREEMENT**

## PERSONAL INFORMATION

|  |  |
| --- | --- |
| **FULL NAME** |  |
| **ADDRESS** |  |
| **MOBILE NUMBER** |  |
| **E-MAIL ADDRESS** |  |
| **WEBSITE** |  |
| **ID CARD/PASSPORT NUMBER** |  |
| **NATIONALITY** |  |
| **VAT REGISTRATION NUMBER** |  |

**EQUIPMENT RENTAL INFORMATION**

|  |  |
| --- | --- |
| **EQUIPMENT HIRED, REFERRED****TO AS ‘EQUIPMENT’** |  |
| **RENTAL PERIOD** | 3 Days |  | 1 Week |  | 2 Weeks |  | 3 Weeks |  |  |
| **PICKUP DATE** |  |
| **RETURN DATE** |  |
| **WILL THE RENTED EQUIPMENT****BE TAKEN ABROAD?** | YES PLEASE SPECIFY NO |

**HIRE CHARGE**

|  |  |
| --- | --- |
| **RENTAL PRICE** | **€** |
| **OPTIONAL DAMAGE WAIVER** | **€** |
| **DEPOSIT (50%)** | **€** |
| **BALANCE** | **€** |
| **€200 SAFETY DEPOSIT PAID IN****CASH/CARD** |  |

### I, , the undersigned, confirm that the details provided are correct.

**THIS AGREEMENT IS BEING CONCLUDED SUBJECT TO THE TERMS & CONDITIONS STATED OVERLEAF**

FOR & BEHALF OF CLIENT

AVANTECH LIMITED

**Date:**

**Please indicate any dents or other external damages on the equipment by marking the appropriate spots.**

## Notes

 **\_**

**What’s included with your rental**

### Equipment s/n

* Filter
* Lens Hood
* Front Lens Cap
* Rear Lens Cap
* Lens Pouch
* Battery
* Strap
* USB cable
* AV cable
* Body cap
* Eyecup
* Other, please specify:

**TERMS AND CONDITIONS**

Entered into on the date stated on page 1 of this contract. Between

**Avantech Limited** (C9357), of ‘Avantech Buildings’, St. Julian’s Road, San Ġwann, Malta, of the first part, hereinafter referred to as the “Lessor”, And

The Lessee (stated on page 1 of this contract) , of the second part, hereinafter referred to as the “Lessee”; Whereby it is mutually agreed as follows:

The Lessor hereby agrees to rent out to the Lessee who accepts to take on hire the camera equipment referred to on page 1 of this agreement (hereinafter referred to as “the Equipment”) for the period and price referred to on the same page.

##### Calculation of Hire Period

1. The Equipment shall be collected on the day of commencement of deemed hire between 8:00 and 16:30. The Equipment shall be returned on the last day of deemed hire prior to 16:30.

##### Extension of Hire Period

1. The Lessor may extend the rental period if the Lessee wishes upon prior confirmation of availability by the Lessor. Hire rates shall be charged according to the published rates at the time of contract. Should the Lessee wish to extend from a 3 day rental to a one week rental, the Lessee is responsible for paying solely the difference between the two package rates. This is also valid in the case of extensions from other packages; for example, extending a one week rental to a two week rental and so on.

##### Rental Procedure

1. Bookings may be made up to four months ahead of the requested Rental Period, and the Lessee must be in possession of a valid Maltese ID card or Passport during the Rental Period.
	1. Bookings made by telephone shall be deemed to be provisional and shall only be confirmed upon payment of deposit in person or through electronic means.
	2. First time Lessees shall require approval by our accounts department prior to the confirmation of their order. The Lessor undertakes to ensure that all Equipment are thoroughly checked and serviced prior Pick-up Date. The Lessor reserves the right to refuse to hire any Equipment to anyone who does not meet the Lessor’s required criteria.
	3. Lessees are to be charged a €200.00 safety deposit on their credit/debit card, or in cash, which is fully refunded on safe return of the Equipment.

##### Returns

1. The Lessee undertakes to return the Equipment not later than the Return Date noted on page 1 of this agreement prior to 16:30. Late returns shall be charged at the rate of 50% of the weekly Hire Charge per day published at the time of agreement. In the event that the Lessee decides to return the Equipment prior to Return Date the Lessee shall not be eligible to any form of refund or reduction to the Hire Charge due and mutually agreed upon and the Lessee shall accordingly have no claim whatsoever against the Lessor in this regard.

##### Damage/Loss Charges

1. In any case of loss or damage to the Equipment or any related accessories, the Lessee shall immediately contact the Lessor. It is expressly agreed that the Lessee shall be wholly responsible for any damages or loss caused to the Equipment and associated accessories. Such damages include the cost of repairs, if possible, or replacement of the damaged Lens/es. The decision to repair or replace rests solely with the Lessor.

##### Optional Damage Waiver Policy

1. The Lessee may opt for Optional Damage Waiver Protection covering the hired Equipment during the Rental Period. Such Optional Damage Waiver Protection which is subject to a charge, shall cover damages caused to the Equipment whilst in the Lessee’s care custody and control. For details of this Optional Damage Waiver Protection refer to Page 4 of this conract.

##### Try before You Buy

7 Should the Lessee decide to buy the same Equipment model from the Lessor within 30 days of the Rental Period, the Lessee is refunded 50% of the Hire Charge, which would be deducted from the selling price of the new Equipment.

In virtue whereof the said parties have set their hands hereunto the date stated on page 1 of this contract.

# Damage Waiver Protection

#### In the event of physical loss of destruction of or damage to the Equipment occurring during the Rental Period and as noted in the Photo Equipment Rental Agreement, the Lessor will (subject to the terms and conditions noted within) waive it’s right of recovery from the Lessee notwithstanding Condition 5 of the Lens Rental Agreement.

The waiver will not apply in the event of loss or damage to the Equipment caused by:

1. electrical, electronic or mechanical breakdown or derangement from whatever cause except when caused by:
	1. external impact;
	2. theft or attempted thereat;
	3. fire, lightning, explosion;
	4. riots, strikes, civil commotion, malicious damages;
	5. storm, flood and escape of water.
2. loss or destruction of or damage to replaceable parts and attachments such;
3. loss or destruction of or damage to any component part while such part is removed from its normal position;
4. loss or destruction of or damage directly or indirectly caused by or resulting from:
	1. any process of cleaning, restoring, altering or repairing;
	2. inherent vice, corrosion, rust, extremes or changes in temperature, dampness, dryness.
5. whilst the Equipment is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;
6. directly or indirectly caused by or arising from any deliberate or willful negligence of the Lessee
7. theft or attempted theft occurring whilst the Equipment are unattended, unless:
	1. inside a locked building (including a locked hotel room); or
	2. concealed from view and locked inside the boot/closed cargo bay of vehicle; or
	3. in an occupied place of Business or an occupied private residence;

It is conditional that in the event of loss or damage the Lessee shall immediately contact the Lessor and will be responsible for the first 10% (minimum €100) of the price of the Equipment for any loss or damage.

***"I the undersigned hereby declare that I have read and understood the above terms and conditions".***

**For and on behalf of Lessee**

**AVANTECH LIMITED**

**Date: Full Name**

**ID number**

### FOR OFFICE USE ONLY

|  |  |
| --- | --- |
| CASH SALE NUMBER |  |
| APPROVED BY |  |
| DATE RETURNED |  |