

TERMS & CONDITIONS OF HIRE
("Conditions of Hire")

1. DEFINITIONS

"Equipment" shall include all fixtures and lighting and other materials provided by MEDIA HIVE or by its nominated sub-contractors as set out in the Quotation.

"Commencement Date" means the start date as set out in the Quotation.

"Contract/s" means these Conditions of Hire together with where applicable, the Quotation, the Credit Application, the Order and all schedules and appendices thereto;

"Customer" means the hirer of the Studio and Equipment, namely the person, firm or company whose details are set out in the Quotation or any servant or employee of such a person, firm or company;

"Hire Period" means the period in respect of which the Services and Equipment are hired by MEDIA HIVE to the Customer as detailed in the Quotation;

"MEDIA HIVE" means The Media Hive Investments (Pty) Ltd , a company incorporated in the Republic of South Africa under company registration number 2004/034144/07 and having its registered business address at: 60 Cradock Avenue, Dunkeld, Johannesburg, 2196;

"Order" means the written acceptance of a Quote by the Customer ;

"Quotation" means the quotation to which these terms and conditions are attached;

"Services" shall include all studio space and the services of MEDIA HIVE personnel or of any sub-contractor of the Company as set out in the Quotation.

"Studio" means the premises of MEDIA HIVE for the time being where the Services and Equipment are provided.

2. GENERAL

- 2.1 The Customer must effect its own insurance cover against loss of profit and other risks and must effect its own cover against loss, damage or theft of its own equipment brought onto the premises, equipment hired in by themselves and equipment owned by MEDIA HIVE or hired in by MEDIA HIVE from sub-contractors.
- 2.2 All equipment must be covered by the insurance of the Customer for the entire period that it is at the premises of MEDIA HIVE, i.e. from the time it is delivered to the studio until it is collected by, or delivered to, the sub-contractor or Customer. Under no circumstances will MEDIA HIVE entertain any claims arising out of any failure of the Customer to effect its own insurance cover.
- 2.3 The Contracts may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of MEDIA HIVE.
- 2.4 Nothing in these Conditions of Hire is intended to exclude restrict or modify liability on the part of MEDIA HIVE resulting from negligence or otherwise unless permitted by Statute.
- 2.5 The Customer must send to MEDIA HIVE, by mail, fax or e-mail, a copy of their production insurance certificate prior to the commencement of the booking.
- 2.6 The Customer must include "filmed on location at Media Hive – Sound Stage Studio" in the credits of the production shot in the Media Hive Studio.

3. STUDIO HIRE

- 3.1 Any confirmed bookings for 3 days or more, cancelled within less than 5 working days prior to the commencement will be invoiced at full rate plus any costs incurred by MEDIA HIVE by way of expenses if a replacement booking for the full period cannot be found.
- 3.2 Confirmed bookings of 1-2 days cancelled within less than 48 hours notice prior to the commencement will be invoiced at full rate plus any costs incurred if a replacement booking for this period cannot be found.
- 3.3 Bookings may only be extended or amended with the prior consent of MEDIA HIVE.

- 3.4 The Customer must observe all regulations governing the use of the Studio and of any Equipment and Services whether imposed by MEDIA HIVE or by any statutory body or Local Authority.
 - 3.5 The Studio is available for the use of the Customer named in the booking and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilise the Studio without the prior written consent of MEDIA HIVE.
 - 3.6 The Customer is responsible for any loss or damage occasioned to the Equipment, (whether owned by MEDIA HIVE, hired in by MEDIA HIVE from sub-contractors, or hired in by the Customer) or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or subcontractor of the Customer.
 - 3.7 Any materials used in connection with sets constructed by the Customer shall be forthwith removed from the Studio at the end of the Hire Period at the expense of the Customer.
 - 3.8 No alterations decorations or additions to the Studio are permitted without the consent of MEDIA HIVE and at the end of the Hire Period the Studio must be surrendered in the same condition that it was in at the start of the Hire Period. Any costs incurred by MEDIA HIVE arising out of any breach of this Condition shall be paid by the Customer.
 - 3.9 Decoration of the Studio will not be allowed. Special painting requirements should be notified to the Studio manager in advance and the proposed requirement will be price quoted.
 - 3.10 If the customer or persons under supervision of the customer behave in an inappropriate, illegal or dangerous manner, MEDIA HIVE reserve the right to escort such persons off the premises and cease the hire of the studio immediately.
 - 3.11 A studio hire day is 10 hours between the hours of 8am and 6pm, unless otherwise arranged. MEDIA HIVE reserve the right to charge overtime per additional hour at 10% of the full hire cost per hour. Additional overtime hours must be agreed with MEDIA HIVE.
 - 3.12 The Customer must notify MEDIA HIVE of any use of exotic animals, automobiles, hazardous materials, stunts, and explosives and/or pyrotechnics prior to the shoot and of any requirements associated with such use.
4. INSPECTION
- 4.1 The Customer may inspect the Equipment and the Studio by prior arrangement with MEDIA HIVE during normal business hours before the commencement of the Hire Period. It shall at all times be the Customer's responsibility to satisfy itself that the Equipment and the Studio are suitable for its purpose.
 - 4.2 MEDIA HIVE does not warrant that the Equipment and/or the Studio are fit for the purposes of the Customer and there is no obligation on the part of MEDIA HIVE to assess the needs of the Customer or to advise the Customer in relation to such needs. Any assessment or advice which may be given by the Company is entirely without liability on the part of MEDIA HIVE and does not form part of any agreement between MEDIA HIVE and the Customer.
5. HIRE OF SERVICES AND EQUIPMENT
- 5.1 All Equipment and Services are supplied by MEDIA HIVE entirely at the risk of the Customer. MEDIA HIVE shall not be liable for loss or damage of any kind to material or props or Equipment entrusted to it however caused including consequential loss and loss of profit.
 - 5.2 All Equipment supplied to the Customer is in good condition. The Customer must notify MEDIA HIVE at the time of supply if the condition of the Equipment is not acceptable.

- 5.3 In no circumstances shall MEDIA HIVE be liable for any transport cost or for any loss or damage including consequential loss or damage however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.
- 5.4 The Customer may not without the written consent of MEDIA HIVE (i) Remove the equipment from the Studio premises; or (ii) modify or alter or tamper with the Equipment in any way; nor (iii) use the Equipment in a manner not recommended by the Manufacturer; nor (iv) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment; nor (iv) open or close the acoustic door to the Studio without the assistance of MEDIA HIVE staff.
- 5.5 Where at the request of the Customer MEDIA HIVE supplies to the Customer the services of a driver, assistant, sub-contractor, free-lance or other person such person shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and MEDIA HIVE shall not be liable for loss or damage of any kind however caused.
- 5.6 MEDIA HIVE shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of MEDIA HIVE or any other person whose services are supplied to the Customer.
- 5.7 The Hire Period for services or Equipment cannot be extended otherwise than with the consent of MEDIA HIVE .
- 5.8 Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate MEDIA HIVE for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.
- 5.9 The Studio is supplied clean with an infinity curve at the start of the Hire Period and all the costs of painting repairing and maintaining this state are payable by the Customer. MEDIA HIVE must be notified by the Customer at the start of the Hire Period if any aspect of the condition of the studio is considered damaged or unfit for use.
- 5.10 The Customer shall return the Studio to MEDIA HIVE in a clean condition and agrees to sweep the studio floor and remove all tape, sets, set pieces, props and equipment upon completion of the shoot.
6. PRICES, PAYMENT AND ADDITIONAL CHARGES
- 6.1 The hire charges shall be the cost as set out in the Quotation and shall be subject to VAT at the prevailing rate and MEDIA HIVE shall have the right to adjust its price list for any increase in any costs of any kind arising for any reason after the commencement of the hire period.
- 6.2 Unless otherwise agreed, 50% of the hire charges will be settled in cash or credit card before the commencement of the hire period. The Customer must settle accounts within 30 days of the date of invoice.
- 6.3 The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and Equipment is surrendered or returned to MEDIA HIVE.
- 6.4 Any additional Equipment, services, staff or modifications to the Quote shall be billed to and paid for by the Customer.
- 6.5 At the end of the Hire Period the Customer may be charged at the discretion of MEDIA HIVE an additional rental where the Studio or any item of Equipment is delivered to or returned to MEDIA HIVE in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.

7. EXCLUSIONS OF LIABILITY

7.1 Subject as hereinbefore mentioned MEDIA HIVE shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following: (a) any damage to or loss of property by the Customer or the Customers servants or agents or any third party. (b) any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by MEDIA HIVE. (c) any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of MEDIA HIVE or the servants or agents of MEDIA HIVE.

8. INDEMNITY

8.1 The Customer shall at all times keep MEDIA HIVE indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against MEDIA HIVE or the servants or agents of MEDIA HIVE by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by MEDIA HIVE even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of MEDIA HIVE its directors servants or agents save in respect of any death or personal injury caused by the negligence of MEDIA HIVE as aforesaid.

9. TERMINATION

9.1 MEDIA HIVE may summarily terminate any hire contract with the Customer upon the happening of any of the following events: (a) if the Customer shall fail to pay any of the monies due to MEDIA HIVE; or (b) if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or being an individual shall be declared insolvent; or (c) if the Customer shall be in breach of any of the terms of these Conditions of Hire and any such termination shall be without prejudice to any rights accrued to MEDIA HIVE against the Customer prior to the date of termination.

10. SURETY

The person signing the Quotation on behalf of the Customer ("the Surety") does hereby bind himself/herself jointly and severally with the Customer as surety and co-principal debtor, in favour of MEDIA HIVE for the due fulfilment of any and all obligations of the Customer to MEDIA HIVE, arising out of this Contract. The Surety hereby renounces the benefits of excussion and division, and the benefits of cession of action, "non numeratae pecuniae", "non causa debiti", "revision of accounts and no value received, the full meaning and effect of which he/she declares to understand and accept

11. AUTHORITY TO CONTRACT

If the person signing the Contract is not the Customer he warrants that he/she has the authority of the Customer to enter into this Contract on the Customer's behalf and shall indemnify MEDIA HIVE against all losses, damages, actions, proceedings, costs, claims, or demands whatsoever suffered or incurred by MEDIA HIVE as a result of the lack of such authority.

12. NON-ASSIGNMENT

The Customer shall not assign this contract or rehire or part with possession of any of the Equipment without MEDIA HIVE's written consent.

13. GOVERNING LAW

The laws of the Republic of South Africa shall govern this contract, its implementation and interpretation and any arbitration or litigation arising out of or in relation to this Contract.

14.

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