

**TERMS AND CONDITIONS OF HIRE AND SERVICES OF IMAGIO PRODUCTIONS TRUST**  
**T/A IMAGIO PRODUCTIONS**

1. Imagio Productions Trust, trading as Imagio Productions (hereinafter referred to as “Imagio”) lets to the Hirer (described more fully on the face hereof) the Equipment stipulated on the face hereof (the Equipment) for the period as set out on the face hereof (the hire period) subject to the terms and conditions herein contained.
2. The Equipment shall be used by the Hirer solely for the purposes for which such equipment is hired. The Hirer shall not allow or in any manner tamper with, misuse or allow any other person to alter, tamper with or misuse the Equipment.
3. Imagio is and shall remain the owner or the lawful possessor of the Equipment and nothing in this agreement shall be construed as transferring ownership therein from Imagio to the Hirer.
4. All risk of damage and/or destruction to and/or loss of the Equipment shall vest in the Hirer after the Equipment leaves the premises of Imagio, irrespective of who is responsible for the delivery of the Equipment. If waiting time is incurred during delivery, collection or operating time by Imagio, the Hirer will be held liable for same at the appropriate rates.
5. It is specifically recorded that Imagio gives no warranty as to the fitness of the Equipment for the purposes for which it is to be used by the Hirer.
6. In the event that Imagio installs the Equipment, the Hirer will immediately report to Imagio or the representatives of Imagio who install the Equipment, any faults or defects in the Equipment installed. The Hirer shall be obliged in this report to specify any fault or defect in the Equipment.
7. In the event of the Hirer himself or his representatives collecting the Equipment from Imagio then the Hirer must, before accepting same, inspect the Equipment and satisfy himself as to the condition thereof. The Hirer must immediately report to Imagio any defects or faults in the Equipment and failing which it will be presumed that the Equipment collected was in good working order.
8. In the event of Imagio delivering the Equipment to the Hirer, the Hirer must at the time of the delivery inspect the Equipment and satisfy himself as to the condition thereof. The Hirer must immediately report to Imagio or their representatives any defects or faults in the Equipment, failing which it will be presumed that the Equipment was delivered in good working order. A separate charge will be made by Imagio for the delivery and collection of the Equipment.
9. In the event that Imagio receives any report referred to in paragraphs 6, 7 and 8 above, Imagio shall be entitled, if it is satisfied that the Equipment is faulty or defective in the respects as set out in the report, to repair or replace the defective Equipment, alternatively to refund the Hirer the amount paid to Imagio, and in which event the Hirer shall have no further claims against Imagio of whatsoever nature arising out of or connected with the hire of such faulty or defective Equipment.
10. After the Equipment has been collected by the Hirer, or delivered and/or installed by Imagio and no reports have been made by the Hirer to Imagio in terms of paragraphs 6, 7 and 8 above, Imagio will not be held responsible for any defects or faults in their Equipment and the Hirer shall have no further claims against Imagio of whatsoever nature arising out of or connected with the hire of the Equipment. Should the Equipment be defective or faulty due to incorrect installation by the Hirer, faulty tapes or misuse by the Hirer, then the Hirer will be held responsible to Imagio for any necessary service calls charged at the appropriate rate of labour per hour by Imagio.
11. The Hirer shall at all times keep the Equipment in his possession and under his control and shall furthermore, at his own expense keep the Equipment free from attachment, hypothec and other legal charges or process and shall not sell, let, lend, pledge, transfer or otherwise encumber the Equipment in any way or permit any lien to arise in respect thereof.
12. The Hirer further indemnifies Imagio against all or any claims by third parties of whatsoever nature arising out of this agreement.
13. The Hirer shall at his own cost at all times maintain the Equipment in good working order and repair, and shall at termination of the hire period redeliver the Equipment to Imagio in the same good order and condition as that in which it received the Equipment, fair wear and tear excluded.
14. Prior to delivery of the Equipment, the Hirer shall notify each lessor, landlord, owner or mortgagee of the premises where the Equipment is to be installed, stored and/or used (“the premises”), in writing, of Imagio’s ownership of the Equipment, and shall similarly notify the new lessor, landlord, owner or mortgagee of such premises forthwith upon any change taking place in such ownership or leasehold.
15. The Hirer shall permit Imagio or its agent or representative to inspect and examine the Equipment at all reasonable times, and shall arrange for the admission for this purpose of any such person to the premises, free of consideration.
16. The Hirer acknowledges and agrees that the Equipment is movable property and it shall so remain, notwithstanding the means used to install the Equipment, and the Equipment shall not under any circumstances accede to the property where it is installed.
17. Notwithstanding who is responsible for the delivery of the Equipment, in the event that all or any of the Equipment or any appurtenance thereto is lost, stolen, damaged or destroyed en route to or from or at the premises, which loss, theft, damage or destruction is caused directly or indirectly by any person whomsoever, other than an authorised representative of Imagio including without limiting the generality of the foregoing, as a result of any act of public violence, riot, act of terrorism or sabotage, vandalism, public disorder (the Acts) or Police or South African Defence Force action, taken directly or indirectly as a result of any of the Acts, the Hirer shall on demand pay to Imagio:
  - 17.1 the replacement cost of any Equipment damaged beyond repair, destroyed, lost or stolen, or the cost of repair of any such Equipment and
  - 17.2 all and any damage suffered in respect of loss of profits, consequential loss and/or special damages caused as a result of or arising out of any of the circumstances referred to above.
18. The Hirer shall forthwith notify Imagio, in writing, of any loss, damage, destruction or theft of all or any of the Equipment and notwithstanding such loss, theft, destruction or damage the Hirer shall be obliged to pay to Imagio the hire price due in terms hereof. Imagio shall not be obliged to replace or repair all or any of the equipment so lost, stolen, damaged or destroyed. In the

- event of Imagio replacing all or any of the Equipment, the replacement Equipment shall be subject to the same terms and conditions as those contained herein unless otherwise specified in writing.
19. The Hirer undertakes at all times during the hire period, to maintain adequate security measures for the protection of the Equipment, and to give effect to all and any reasonable requests made by Imagio regarding the aforesaid security precautions.
  20. Notwithstanding anything to the contrary herein contained, in the event that the Hirer suffers any loss or damage arising out of or connected with this agreement or any breach hereof by Imagio the Hirer shall have no claim of whatsoever nature against Imagio other than to reclaim that portion of the hire price paid to Imagio in terms hereof. It is specifically recorded, however, that Imagio shall not be obliged to repay to the Hirer the hire price aforesaid if the loss or damage is directly attributable to:
    - 20.1 all or any of the Equipment being out of order or malfunctioning, other than as a result of any act attributable solely to a negligent act or omission of an authorised representative of Imagio
    - 20.2 Imagio's failure to carry out its obligations in terms hereof as a result of vis major, casus fortuitus, including without limiting the generality of the foregoing, strike, lock out, sabotage, shortage of labour or materials, delay in transport, accidents of any kind, any default or delay by any sub-contractor of Imagio, riot, political and/or civil disturbances, any act or state of government or other authority, or for any reason whatsoever beyond the control of Imagio
    - 20.3 any electrical failure, lack of power source, incompatibility of sound and lighting systems at the premises, in which case the Hirer shall have no remedy whatsoever and Imagio shall be entitled to retain the hire price paid in terms hereof.
  21. The hire price payable by the Hirer for the Equipment will be charged by Imagio and will be governed by their hire price list at the time of the hire being effected, plus any VAT payable at the applicable rate, unless a written quote has been given by Imagio detailing hire price.
  22. Unless indicated to the contrary in the terms specified on the face hereof the hire price shall be paid in cash by the Hirer to Imagio in the RSA currency within 7 (seven) days from the date of invoice. All overdue accounts will be charged interest at the maximum rate, allowed by law from time to time, per calendar month on the overdue amount.
  23. All payments made by installments and all other payments due by the Hirer to Imagio in terms of this agreement, shall be paid at Imagio's domicilium under this agreement or at such other address as Imagio may direct in writing from time to time.
  24. The Hirer shall not be entitled to withhold any payment due in terms hereof for any reason whatsoever. Without derogating from the generality of the foregoing, the Hirer shall not be entitled to withhold payment because the Equipment is damaged, or cannot be operated or used, or is lost, destroyed or stolen. The Hirer shall not be entitled to set off against any amounts payable in terms hereof, any present or future claim which the Hirer may have against Imagio from whatsoever cause arising.
  25. Imagio may appropriate any payments received from or on behalf of the Hirer against any indebtedness of the Hirer to Imagio, whether in terms of this agreement or any other cause whatsoever.
  26. The Hirer shall not cede, assign, transfer or in any other manner alienate any of its rights or any of its obligations hereunder without prior written consent of Imagio
  27. In the event that the Hirer:
    - 27.1 defaults in the punctual payments of any installment(s) or any other amount due or payable in terms of this agreement, or
    - 27.2 fails to observe or perform any other of its obligations in terms of this agreement, or
    - 27.3 being an individual, dies, or is provisionally sequestrated or surrenders his estate, or
    - 27.4 being a partnership is dissolved, or
    - 27.5 compromises or attempts to compromise with any of its creditors or commits any other act of insolvency, or
    - 27.6 is placed under judicial management or provincial winding up, or commits any act which entitles any third party to institute proceedings for provisional judicial management or provisional winding up, or
    - 27.7 makes any untrue or incorrect statement or representation in connection with this agreement, or his financial affairs, or any particulars relevant thereto, or
    - 27.8 does or suffers to be done, anything that might prejudice Imagio's rights in terms of this agreement, or
    - 27.9 allows the Equipment to be seized or attached under any legal process issued against the Hirer, or
    - 27.10 applies for assistance in terms of the Agricultural Credit Act 1966 (as amended), then, and upon the occurrence of any one of the abovementioned events, Imagio shall be entitled in addition to and without prejudice to any other rights which it may have at law to claim immediate payment of all the amounts payable in terms of this agreement, irrespective of whether or not such amounts are then due, or immediately terminate this agreement, take possession of the Equipment and retain all payments already made by the Hirer, and claim as liquidated damages the balance of the hire price outstanding in terms of this agreement.
  28. For all purposes, including but not by way of limitation, the giving of any notice, the making of any communication and the service of any process, Imagio and the Hirer respectively choose domicilium citande et executandi ("domicilium") at their respective addresses appearing on the face hereof. Each of Imagio and the Hirer shall be entitled from time to time by written notice to the other to vary its domicilium to any other address not being a post office box or poste restate. Any notice which either party may give to the other which is posted by prepaid registered post to a party's domicilium for the time being shall be presumed, unless the contrary is proved by the party to whom it is addressed, to have been received by that party on the fourth day after the date of posting or is delivered by hand on the date of delivery thereof.
  29. This agreement constitutes the entire agreement between the parties and no variation, amendment or cancellation of this agreement shall be of any force or effect unless it is reduced to writing and signed by the parties hereto.
  30. No indulgence, extension of time, relaxation or latitude which Imagio may permit at any time in regard to the carrying out of the Hirer's obligations shall in any way prejudice Imagio in any manner whatsoever or constitute a waiver by Imagio of any of its rights against the Hirer.
  31. The Hirer hereby consents to the jurisdiction of the Magistrate's Court Act 32 of 1944, or any amendment or reenactment thereof, in respect of any claim arising out of or connected with this agreement or any surety provided in terms hereof, notwithstanding that the value of such claim might otherwise exceed such Magistrate Court's jurisdiction. Provided that Imagio shall be entitled at their entire discretion in institute proceedings in any other Court which may otherwise have jurisdiction in respect of such actions.
  32. In these conditions, unless the context otherwise requires:

- 32.1 any gender shall include the other gender
- 32.2 a natural person shall include an artificial person or vice versa
- 32.3 the singular shall include the plural and vice versa.
- 33. The agreement of hire and the interpretation of any of the clauses hereof shall be governed by the laws of the Republic of South Africa.
- 34. In the event that the Hirer is a company or a close corporation, then..... a director of the company or a member of the close corporation, as the case may be, by his signature on the face hereof binds himself in solidum as surety and co-principal debtor with the Hirer to Imagio for the due and punctual fulfillment by the Hirer of its obligations in terms hereof.
- 35. In the event that a signatory signs this agreement for and on behalf of the Hirer, the signatory hereby warrants that he is duly authorised so to sign and in the event that the signatory is not so authorised, then in such event the signatory hereby specifically acknowledges that he shall become personally liable to Imagio in respect of all and any amounts that may be due and payable to Imagio arising out of this agreement.
- 36. It is recorded that, notwithstanding anything to the contrary contained herein, in the event that the Hirer is a company or a close corporation, Imagio shall in its sole and absolute discretion be entitled to request the Hirer, who shall be obliged to procure, the signature of the suretyship by the directors and/or shareholders of the company or members of the close corporation, as the case may be, which suretyship shall be prepared by Imagio's attorneys. In the event that the foregoing parties fail/refuse and/or neglect to sign the aforesaid suretyship on demand, Imagio shall be entitled to cancel this agreement and the Hirer shall have no claim against Imagio of whatsoever nature arising out of the aforesaid cancellation and any portion of the hire fee paid to Imagio at the date of the aforesaid cancellation shall be forfeited to Imagio.
- 37. The Hirer undertakes to be held liable for the payment of all Imagio's legal fees on an attorney and client scale of costs, including collection commission, incurred by Imagio in demanding and enforcing any of the Hirer's compliance with its obligations in terms hereof.
- 38. A cancellation fee of 50% of the total hire/production value will be charged to the Hirer if the Equipment rental is cancelled within 14 (fourteen) days of the required rental date.
- 39. A cancellation fee of 75% of the total hire/production value will be charged to the Hirer if the Equipment hire is cancelled within 7 (seven) days of the required hire date.
- 40. A cancellation fee of 100% of the total hire/production value will be charged to the Hirer if the Equipment hire is cancelled within 3 (three) days of the required hire date.