

cinegear

CREATIVE HD SOLUTIONS

RENTAL CATALOGUE 2009/10

+

HIRE AGREEMENT

# cinegear

We're more than just equipment rental.

The creatives behind CINEGEAR drive the equipment for hire. We've done the research so you don't have to, saving you time throughout the entire production process.

Our team are knowledgeable in all the equipment we have: Need help with workflow? Perhaps an operator familiar with that specific camera model? We're always happy to explain further and assist on your productions.

CINEGEAR tailors each rental request to your budget, understanding from our own experience in production how far a budget can stretch. So give us a call, and tell us about your production, no matter what the size.

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### Panasonic HPX3000 DIGITAL CINEMA MODE

\$1,500



#### KIT INCLUDES:

HPX3000 BODY WITH TOP HANDLE, SHOULDER PAD  
FUJINON HD 17x7.6mm LENS WITH 2x EXT & CAC  
4x 16GB AND 1x 32GB P2 CARDS (105min REC TIME)  
2" 16:9 HD B&W VIEWFINDER  
CHROSZIEL MATTEBOX 2 TRAY WITH FRENCH FLAG  
DUEL ADAPTER FOR EXPRESS SLOT LAPTOPS  
RODE NTG1 MICROPHONE  
5 x V-LOCK BATTERIES WITH 2 x TWIN CHARGERS  
DC POWER SUPPLY  
HARD TRANSPORTATION ROADCASE  
MILLER ARROW 50 TRIPOD SYSTEM

Our Panasonic HPX3000 Cinema Mode Package has 3 modes of operation:



#### MODE 1: AVC INTRA 100

AVC Intra 100 is Panasonic's flagship HD format, recording full frame progressive 1920 x 1080 HD at a constant 100mbps using the latest in H.264 technology. Each frame is recorded independently at 10 bit 4:2:2 sampling rates, resulting in a very stable and superior picture. Shoot native 24P, 25P, 30P, 50i or 60i.



#### MODE 2: AVC INTRA 50

Need your P2 cards to last twice as long? Or need to halve the data storage requirements? Use AVC INTRA 50. Get DVCPRO HD quality pictures at half the data rate, thanks to AVC Intra's impressive compression algorithm. AVC Intra 50 records at 10 bit, 4:2:0, 1440x1080 frame size and is ideal for news gathering and other fast turnaround productions. Shoot native 24P, 25P, 30P, 50i or 60i.



#### MODE 3: DVCPRO HD

DVCPRO HD is Panasonic's workhorse format that has been well established in both the shooting and post-production communities, and is standard on all P2 cameras.

Shoot DVCPRO HD if you're working with other cameras, such as the HPX502 or HVX202, and wish to stay in the same format. Progressive recording in DVCPRO HD is achieved via a pull-down, hence we recommend use of AVC-Intra for native progressive recording. The added advantage of AVC-Intra 100 is its native 1920x1080 frame size, whereas DVCPRO HD records at 1440x1080 for 1080/50i.

For High Definition formats we recommend use of the DUEL ADAPTER:



This method does not require the camera so simultaneous data wrangling and shooting is made possible. The Duel Adapter transfers data over TWICE as fast as USB2.0, so a 16GB card holding 16min of HD footage can be transferred in under 8 minutes. The laptop can then be set to backup the footage to another drive after the P2 card has been returned to the camera.

For maximum on-set efficiency transfer your P2 data over SATA connections. If you're laptop does not have an eSATA port, use an eSATA - Express Slot expansion card. Using these connections data is transferred at approximately 50MB/sec.



Alternative 1 USB HOST MODE: Connect a portable USB2.0 hard drive to the camera directly and export the P2 cards in a one-step process. The camera can also verify the data copied by comparing the source material to the copy, ensuring no data has been missed or corrupted. This workflow method is perfect in the field when no laptops are readily available and can be done whilst the crew is in transit.



Alternative 2 USB DEVICE MODE: Connect the camera directly to a computer tower via USB 2.0 and copy P2 content. Each P2 card appears as a separate drive on the desktop.

## NON LINEAR EDITING



### ADOBE PREMIERE CS4

Adobe previewed the AVC Intra 100 and 50 codec at SMPTE 2009 and CINEGEAR has been able to test it thoroughly – performance and native compatibility are flawless. By the time of print this codec should be available for public release.

Simply import each P2 card's "Contents" folder and each clip will appear with audio tracks attached – there is no need to transcode your data. As the HPX3000 offers enhanced metadata each clip will appear sequentially as shot, so your experience with P2's obscure file naming structure is over.

DVCPRO HD has been natively supported since earlier versions of Premiere.



### FINAL CUT PRO 7

Final Cut Pro 7 includes native support for AVC-Intra. Ingest files through Final Cut's log-and-transfer window and they will be re-wrapped as QuickTime files without transcoding.

DVCPRO HD is natively supported. Use the log-and-transfer window.



### AVID MEDIA COMPOSER

Full support via Avid Media Access for all P2 formats.

Contact us if you require any further assistance with your workflow setup.

## SYSTEM COMPARISONS



How does the HPX3000 compare with Sony's F23 recording HDCAM SR?



The Sony F23 and Panasonic HPX3000 both feature 1080p native recording, where they differ is back end format, ergonomics and cost.

With its HDCAM SR recorder attached, the F23 camera system is heavy and cumbersome, making this system ill suited to fast turnaround work on location. The battery is attached via cable and is the size and weight of a car battery.

HDCAM SR is a superior format to AVC-Intra but comes at the cost of the technology, tape expenditure and deck requirements for post-production. Panasonic's HPX3000 offers a high end HD solution in the size of a Digital Betacam and the convenience of solid state.



## How does the HPX3000 compare with RED ONE?



With the HPX3000, you shoot, monitor and edit at full 1080p resolution. Delivery can be made straight to Blue Ray without loss of resolution, or laser scanned to film as a 2K print. Most films we see today at the cinemas are approximately 1K in resolution, due to the degradation in the image between the prints – unless you're lucky enough to see a first release print (world premiere) or a digital projection. Today's cinemas are equipped with 2K projectors and exhibitors are reluctant to upgrade for some time yet!

Cinematographers can define the look and feel they're after within the HPX3000's extensive "Paint" menus and can monitor this pixel-for-pixel on set. In post they can further define the image courtesy of the 10-bit colour rendering and 100Mbits/sec constant data rate.

With RED, you can shoot up to 4K in resolution but as mentioned it is not easy to source a 4K projection facility, you can't edit in 4K native due to the large file sizes of the images and you can only monitor at 720p, making critical focus work difficult.

Cinematographers who prefer to define the look of their image in post would favour the RED, but only if they can assert their creative choices during post-production. Whilst the RED codec is RAW, it must be noted that the image is more heavily compressed than AVC Intra 100:

RED CODE 36, the camera's highest recording setting (only available when recording to RED DRIVE), is 36MB/sec, or 288Mbits/sec. At 4K 16:9 the RED shoots a 4096x2304 frame, which measures 2.13 times wider and 2.13 times taller than the HPX3000's 1920x1080 frame. Thus, the image is approximately 4.54 times larger in size, but the data rate only 2.88 times larger. This equates to almost double the compression.

There is a great deal of literature on the pros and cons of each of these systems (audio recording remains a major problem with the RED ONE, for instance) but which system will work best for your production? Have a look at our HPX3000 portfolio and tell us what you think.



How does the HPX3000 compare with Sony's F900R recording HDCAM?



Body for body the HPX3000 comes with everything the Sony F900R HDCAM camcorder comes with – picture cache recording, time lapse, built-in filters, shooting modes (24P, 25P, 30P, 50i, 60i) and 3 Chip 2/3" 1920x1080 CCDs. What lets the F900R down is the recording format – HDCAM is 8bit, 3:1:1 colour space at a 1440x1080 frame size, whereas AVC Intra is a 10bit 4:2:2 1920x1080 recording.

The HPX3000 has the advantage of tapeless workflow – so you don't need to purchase tape stock for your production or hire a HDCAM deck for ingestion. It's also lighter than the F900R, so hand-held work is easier.



How does the HPX3000 compare with Sony's PDW-700 recording XDCAM HD?



The direct competitor to the HPX3000 is Sony's PDW-700 XDCAM HD camcorder system. With a matching chipset to the HPX3000, it's the XDCAM compression that limits this systems potential.

Maxing at 50Mbit/sec using MPEG2 Long GOP, the files are more CPU intensive and the picture recording less accurate. XDCAM HD gives the user file based workflow on a disc that can be kept for archival purposes or re-used, but this means that the operator needs to outlay more cost on the recording medium.

Our HPX3000 camera kit comes with over 100 minutes of AVC Intra/DVCPRO HD record time plus multiple workflow options so you can keep recording beyond that. Need even more record time? Use AVC INTRA 50 – same bit rate as the XDCAM but at Intra frame quality – and you get over 200 minutes record time.



Panasonic HPX3000  
BROADCAST SD MODE

\$500



KIT INCLUDES:

HPX3000 BODY WITH TOP HANDLE, SHOULDER PAD  
FUJINON HD 17x7.6mm LENS WITH 2x EXT & CAC  
4x 16GB P2 CARDS (128min RECORD TIME)  
2" 16:9 HD B&W VIEWFINDER  
RODE NTG1 MICROPHONE  
5 x V-LOCK BATTERIES WITH 2 x TWIN CHARGERS  
DC POWER SUPPLY  
ENG SOFT CARRYCASE  
MILLER ARROW 50 TRIPOD SYSTEM

UPGRADE OPTIONS:

32GB P2 Card (Add 64min RECORD TIME)	\$60
CHROSZIEL MATTEBOX 2 TRAY WITH FLAG	\$80
DUEL ADAPTER FOR EXPRESS SLOT LAPTOPS	\$20



MODE: DVCPRO 50

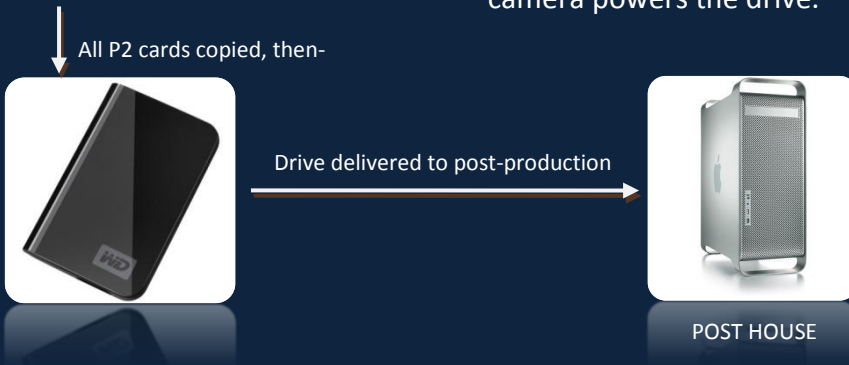
Designed for high-value ENG work, DVCPRO 50 records a standard definition 4:2:2 colour sampled image that is equivalent to Digital Betacam. In the HPX3000 body with progressive recording available, it's like a 970 DigiBeta but recording solid state.

For Standard Definition we recommend USB HOST MODE:



USB-to-USB connection, camera powers drive

Connect a portable USB2.0 hard drive to the camera directly and export the P2 cards in a one-step process. The camera can also verify the data copied by comparing the source material to the copy, ensuring no data has been missed or corrupted. This workflow method is perfect for ENG shoots when no laptops are readily available and can be done whilst in transit as the camera powers the drive.



### Alternative 1 DUEL ADAPTER:

Please refer to Page 2 for Duel Adapter workflow diagram and explanation.

Using the Duel Adapter for SD workflow is very efficient – a 16GB card holds 32 minutes of footage and can be transferred in under 8 minutes (i.e. 4x real time). This method would be recommended if you edit your material in the field.

### Alternative 2 USB DEVICE MODE:

Connect the camera directly to a computer via USB 2.0 and copy files from each P2 card, each appearing as a separate drive on the desktop. This method is only practical at the end of the day where no more shooting is required as the camera is in use during transfer.

## NON LINEAR EDITING



### ADOBE PREMIERE, FINAL CUT PRO, AVID MEDIA COMPOSER

DVCPRO 50 has been in use for a long time and so is natively supported by all NLEs.

Contact us if you require further assistance with your workflow setup.



How does the HPX3000 compare with Sony's DVW-970P shooting Digital Betacam?



The HPX3000 is akin to a DVW-970 Digital Betacam recording to solid state. With all option boards installed, the DVW-970 has SDI output, picture cache and 24P image capture capabilities – all standard on the HPX3000. The Digital Betacam format records a 10bit 4:2:2 signal at 90Mbit/sec. DVCPRO50 records a 10bit 4:2:2 signal at 50Mb/sec, and despite the difference in data rate the resulting picture quality is the same.

CineGear has been using the HPX3000 in DVCPRO50 for broadcast use and our clients are very happy with the results. Our clients save money using P2 as there is no tape stock expenditure and ingestion into the editing suite is fast, with each shot pre-divided into individual clips. We export the data to a portable USB2 drive on location and deliver that to the edit house. Consequently we don't rely on them having P2 card readers.



How does the HPX3000 compare with XDCAM and DVCAM?



XDCAM is Sony's tapeless video system offer two recording formats to Blue Ray disc: MPEG IMX and DVCAM. At a maximum 50Mbit/sec encoding rate, MPEG IMX offers visual quality that is comparable to DVCPRO 50 but at the expense of 8bit colour resolution.

The DVCAM format halves the data rate to 25Mbit/sec, slashing the quality significantly. XDCAM cameras record DVCAM to disc, whereas Sony also produces DVCAM tape recording systems, such as the DSR450. The convenience of random file access and efficient editing ingestion are lost with the use of these cameras.



### Sony HVR-Z1P HDV COMPACT CAMCORDER

**\$190**

KIT INCLUDES:

SONY Z1P HDV CAMCORDER  
FEATURING CARL ZEISS 12x LENS  
3-CCD 1080i RECORDING  
3.5 INCH COLOUR LCD  
XLR AUDIO INPUTS  
2x LARGE BATTERY, 1x SMALL BATTERY  
BATTERY CHARGER  
PELICAN HARDCASE  
RODE NTG-1 SHOTGUN MICROPHONE  
MILLER DS-10 TRIPOD WITH SOLO LEGS



UPGRADE TO Sachtler DV II 2 Tripod w/CF Legs      \$10

The Sony Z1P is ideal for those who don't want to step into the solid state market just yet, and with a long substantiated history as a workhorse camera, the Z1P will be the camera of choice for many years to come. It offers HDV, DVCAM and DV SP recording.



MODE 1: HDV

HDV is an affordable high definition format that offers portability and image quality suitable for many professional productions. The Sony Z1P records a 1080i image to low cost miniDV tape, giving an hour of record time to a single tape. It is an ideal solution for smaller scale corporate, music videos and short films.



MODE 2: DVCAM/DV SP

DVCAM and DV SP offer ultra fast workflow and reduced processing time for projects that won't utilise the larger frame size of HDV. Products intended for DVD distribution and Internet broadcast are well suited originating in DVCAM. DV SP recording will give you 60min per tape, whereas DVCAM only 40min.

## CAMERA ACCESSORIES

DAILY HIRE  
(EX GST)



HPX3000 Body with Viewfinder  
Includes camera plate and manual

\$1250



Fujinon XA 17x7.6mm ENG HD Zoom Lens  
Features 2x Extender and CAC

\$300



Chrosziel Matte Box  
Includes rotating filter tray and ring, second  
filter tray and French flag

\$80



P2 32GB Card

\$70



P2 16GB Card

\$40



Duel Adapter for P2 Card

\$20



Miller Arrow 50 Tripod System  
Features 2 stage Carbon Fibre Legs

\$80

## CAMERA ACCESSORIES (continued)

DAILY HIRE  
(ex GST)



Sachtler DV 2 II Tripod System  
Features 2 stage Carbon Fibre legs

\$40



Miller DS10 Solo Tripod System  
Features Solo legs allowing low operation

\$30



Clapper Board  
Features broadcast colour sticks

\$10



Pump Suction Cup  
Available with ¼" screw for camera car mount  
(small camcorder only)

\$30

## LIGHTING

Custom Kits available on request

DAILY HIRE  
(EX GST)



150W Dedolight, Dimmer Operated  
Includes Barn doors, Gel holder, Stand, 1 Shot bag

\$25

Kit of 3: \$70

*Good for accurate point lights, eye lights and specific fill lights*



Kino Flow Diva Lite 400, Dimmer Operated  
Includes C-Stand, 2 Shot bags, 3200K and 5600K tubes

\$60

*Good for general fill light, soft face light, eye light and highly flexible with switchable tubes*



800W Redhead  
Includes Stand, 1 Shot bag

\$25

Kit of 2: \$40

*Good all purpose light, featuring flood/spot control*



2000W Blondie  
Includes C-Stand, 2 Shot bags

\$30

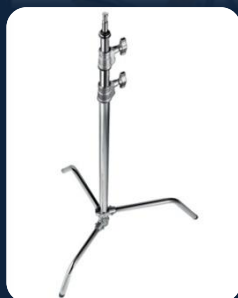
Kit of 2: \$50

*Good fill light for exterior and other large environments*



Photoflex Multidisc Reflector  
Featuring Gold, Silver, Matte Silver, White

Set of 2: \$20



Manfrotto Century Stand

\$10

Set of 3: \$25

LIGHTING (continued)  
Custom Kits available on request

DAILY HIRE  
(ex GST)



Manfrotto Extension Arm with Grip Head

\$6  
Set of 3: \$15



Manfrotto 003 Backlite Stand  
Includes Spigot

\$5  
Set of 4: \$15



Auto Pole / Pole Cat  
All 3 sizes available

\$10  
Set of 3: \$25



Cardellini Clamps

\$5  
Set of 6: \$25



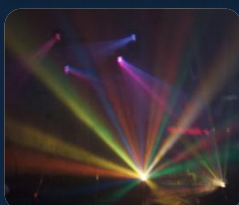
Pump Suction Cup  
Available with Spigot for light mounting

\$20



5' x 12' Fabric Blacks

Set of 5: \$20



Fog/Smoke Machine  
240V Powered

\$20

## LIGHTING (continued)

Custom Kits available on request

DAILY HIRE  
(ex GST)



4' x 4' Diffusion Frames (1/4 Tough Spun)  
Hire includes cardellini mounting clamps

\$20  
Set of 2: \$30

## GRIP

DAILY HIRE  
(ex GST)



Miller Pro Jib  
Includes Single Stage Alloy Tripod

\$80

DigiDolly Standard Kit  
Features 5m track, low camera mount

\$70

DigiDolly Professional Kit  
Features 9m track, low camera mount,  
ride on board and push bar

\$120

100mm Miller Hi-Hat

\$20



Variable Friction Arm

\$10



Magic Arm

\$10



Super Clamp 035

\$5  
Set of 4: \$15

## SOUND

## DAILY HIRE (ex GST)



Wendt X2 Portable Location Sound Mixer  
Includes microphone cables

\$50



Sennheiser ME66 Directional Microphone  
Includes K6 Power Module, Windsock, Fluffy

\$30



Rode Boom pole  
Includes Shock mount for Sennheiser K6

\$10



Rode NTG-1 Shotgun Microphone  
Includes Windsock

\$10



Sony UWP C1 Radio Microphone

\$40  
Set of 2: \$70

## MONITOR / VTR

DAILY HIRE  
(ex GST)



Panasonic LH1700 17" HD LCD Monitor

\$180

Includes 10m and 20m BNC cables, D-tap cable for battery operation (batteries not included)



Sony 8" DVD Player

\$25

Features Video Input, 6hr Battery  
Includes 5m RCA cable, charger

*Ideal budget field monitor on location*



Sony HVR-M15P HDV/DVCAM Editing Deck

\$90

Accepts full size DVCAM tapes,  
high speed recorder/playback deck

# CINEGEAR HIRE TERMS AND CONDITIONS

## 1 INTERPRETATION

In these terms and conditions unless the context otherwise requires:

- (i) "The Company" means CineGear Productions Pty Ltd A.C.N. 123 771 497 A.B.N. 11 123 771 497 which expression shall include any or all companies related or any subsidiary successors and assigns of Cinegear Productions Pty Ltd.
- (ii) "The Customer" means the person(s) hiring the equipment from the Company and includes their associates.
- (iii) "Equipment" means all or any film or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

## 2 GENERAL

- (i) These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Customer and supersede all terms and conditions previously issued by the Company. The Company is only prepared to hire Equipment upon these terms and conditions and no contract for the hire of Equipment shall exist between the Company and the Customer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.
- (ii) Failure of the Company to insist upon strict performance by the Customer for any of these terms and conditions for this or any subsequent occasion shall not be taken as a waiver of these terms and conditions.

## 3 DELIVERY

Unless the Customer arranges the delivery and return of Equipment by the Company, the Customer shall be responsible for the collection and return of Equipment which must be collected from and returned to the Company's premises.

## 4 HIRE CHARGES

- (i) Hire charges for equipment are as set out in the Rental Catalogue. The Company reserves the right to alter its hire charges without notice.
- (ii) Hire charges for Equipment are negotiated for each rental agreement period prior to the Equipment leaving the Company's premises. In the event that the Equipment is not returned by the original negotiated time or subsequent agreement(s) made between the Company and the Customer, the Customer shall be liable for additional fees at the full daily rate in respect of each day or part thereof until the Equipment is returned.
- (iii) The Company reserves the right at its discretion to charge a fee in addition to the normal hire fee if the original negotiated time is changed.
- (iv) The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

## 5 PAYMENT

- (i) For Non-Account Customers, a minimum of 50% of the total invoice cost must be paid prior to the hiring of Equipment. The remaining owes must be paid within 14 days from the date of the Company's invoice.
- (ii) For Account Customers, the total invoice cost must be paid within 30 days from the date of the Company's invoice.
- (iii) The Company reserves the right to charge interest on overdue accounts to the Customer at the rate of 2% per month or at such other rate as may be fixed from time to time by the Company. The Customer will be informed of this action and the commencement of interest charges. These charges will be computed and applied until the monies are received in full.
- (iv) The Company reserves the right to refuse to hire Equipment to a Customer that fails to comply with the Company's terms of payment.

## 6 CANCELLATION CHARGES

Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within twenty-four hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

## 7 PROPERTY AND RISK

- (i) The Customer may only use the Equipment within Australia unless the Company provides written permission that the Equipment may be used internationally.
- (ii) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend or rehire the Equipment to any other person.
- (iii) The Equipment shall be at the Customer's risk from the time the Customer takes delivery of the Equipment by any and all means until it is returned and accepted by the Company. Acceptance does not release the Customer from the responsibility for any loss or damage of hired Equipment if loss or damage is found at a subsequent date and the Company deems that Customer was responsible for such loss or damage.

## 8 INSURANCE & CUSTOMER LIABILITY

- (i) In the event the Equipment is lost or stolen, the Customer shall be liable to compensate the Company for the full replacement cost of the Equipment.
- (ii) In the event that Equipment is damaged (fair wear and tear excepted) the Customer is responsible for non-discounted hire charges up to the time the Equipment is repaired and delivered back to the Company. In addition, the Customer

must pay AUD \$990 (GST Inclusive) or the actual cost of repairs, whichever is less. The Company will NOT limit the liability of the Customer to the above defined amount if the loss or damage to the Equipment occurred in the following circumstances resulting from or in connection with:

- a. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
  - b. any act or threat of or fear of terrorism (whether actual or perceived)
  - c. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  - d. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
  - e. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
  - f. insects, vermin, inherent vice, gradual deterioration, dampness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, leakage of contents, unless caused by an occurrence not otherwise excluded
  - g. any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of the Customer, unless fire or explosion ensues and then only for the damage caused by such ensuing fire or explosion
  - h. unexplained disappearance
  - i. rain, sleet, snow or hail whether driven by wind or not, to the Equipment stored in the open
  - j. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities used by the Customer unless fire ensues and then only for the damage caused by such ensuing fire
  - k. damage to property caused intentionally by the Customer including misuse
  - l. exposure to salt water, exposure to water, exposure to dust or sand
  - m. leaving Equipment in unattended vehicles whether locked or unlocked
- (iii) Under the legal process of subrogation, the Customer understands that Equipment insurers have the right to seek compensation on behalf of any hire production company, including CineGear Productions Pty Ltd, for any loss or damage arising from a claim made against an Equipment insurance policy. The Customer may be called upon by both the Company and/or its insurers, who may call upon the Customer in the name of the Company, and that the Customer agrees to provide statements, evidence and fulfil any other requirements asked by the Company and its insurer.

## **9 COMPANY LIMITATION OF LIABILITY**

- (i) Save as expressly provided for in this contract the Company shall not be liable to the Customer or the Customer's servants or agent for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of the Company, its servants, agents or otherwise.
- (ii) The Customer agrees to indemnify and to keep indemnified the Company and the Company's servants and agents against any claims actions, suits and demands brought by third parties arising out of the use of the Customer of the Equipment or otherwise arising out of or in connection with this contract.

## **10 OTHER CONDITIONS**

- (i) All ordinary and reasonable precautions for the safety of the Equipment must be taken.
- (ii) In the event of loss or damage the Customer shall:
  - a. notify the Company immediately and the Police where necessary, and take any practicable steps towards the discovery and recovery.
  - b. as soon as practicable give full written report of the circumstances of the loss or damage to the Company;
  - c. and at the same time furnish to the Company any particular or evidence as may be reasonably be required by the Company or its insurer including attending at a lawyer's office and at Court to give evidence.
- (iii) The Company may enter any premises where the Company reasonably believes the goods are located for the purpose of inspecting, testing or taking possession of the goods in accordance within this Agreement and the Customer hereby indemnifies the Company against any liability the Company may incur in the exercise of its rights under this clause.
- (iv) The Customer undertakes to insert in any Agreement giving any other person the right to use or the use of the equipment a clause that permits the Company to enter that person's premises for the purpose of inspecting or testing or taking possession of the goods in accordance with this Agreement.
- (v) The Equipment must not be used on any abnormal or hazardous assignment or taken from the ground other than on a regular schedule flight by a recognised airline other than with the prior written consent of the Company.
- (vi) The Customer is required to keep hired Equipment in safe custody and must ensure that it is used in a skilful and proper manner by persons having the appropriate qualifications and experience.
- (vii) The Customer must take all reasonable precautions to ensure that the equipment is not damaged or destroyed.

## **11 TERMINATION BY COMPANY**

The Company may, notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, forthwith terminate this contract and repossess the Equipment in any of the following events:

- (i) if the Customer shall do or permit any act or thing whereby the Company's rights in the Equipment may be prejudiced;
- (ii) if the Customer commits any breach of contract;
- (iii) if the Customer should become or be made insolvent or bankrupt or make any agreement or composition with its creditors or in case of the Customer being a limited company, should an order be made or a resolution passed for the winding up of such company.

(iv) if such termination occurs the Customer will pay the Company all costs and charges already incurred under this contract.

## **12 CUSTOMER CONSIDERATIONS**

- (i) It is recommended that the Customer performs checks of the completeness and correct functioning of the Equipment by allowing adequate time for this at the point of collection.
- (ii) Equipment damaged by salt water is, unless treated immediately, in most cases subject to re-occurrence of salt water residue. This makes certain electronic items and components unusable. Special mention of production shooting in the vicinity of salt water should be made to the Company when ordering Equipment and to your insurance company.
- (iii) To avoid inconvenience to other hirers, any extension of hire must be arranged prior to termination of the original hire period.
- (iv) Any shortage of, damage to or malfunctioning of Equipment must be reported to the Company immediately upon the return of Equipment.

**UPON RECEIVING EQUIPMENT FROM CINEGEAR YOU HAVE AGREED TO THESE TERMS AND CONDITIONS**