

Terms & Conditions

1. THE TRANSACTION

Mirra Mirra Rentals rents the equipment to the Lessee, on the terms and conditions set out herein.

2. RENTAL CHARGES

Rental is charged on a daily basis (at the tariffs set out overleaf), calculated in twenty-four hour cycles (or part thereof) from the time that the equipment leaves the rental premises to the time of its return in an undamaged condition. In the case of damage rental is charged until the equipment is repaired or replaced or until the Lessee pays in terms of paragraph 4 below.

3. UNINSURED DAMAGE, LOSS OR THEFT

The Lessee is responsible for all instances of loss or theft in uninsured circumstances (in which event the Lessee must pay an amount equal to the full replacement value being the price of a new item). The Lessee is also responsible for any uninsured damage to the equipment, including direct damages (in which event the amount payable is the fair and reasonable cost of repair) as well as special and/or consequential damages (including but not limited to any loss of income suffered by Photo Hire). Such special and/or consequential damages are also recoverable from the Lessee in the event of loss or theft as aforesaid. In all instances of uninsured loss or theft or damage, the Lessee remains liable to pay the rental fee until such time as the Lessee has paid what is due in terms of this clause.

4. COLLECTION / DELIVERY OF EQUIPMENT

The Lessee shall be responsible for collections and returns of the equipment within the periods stipulated overleaf, all such at the exclusive cost and expense of the Lessee. In the event that the Lessee is unable to collect, unless otherwise specifically agreed Mirra Mirra Rentals can recover from the Lessee all courier and/or transport and/or freight costs as well as a handling fee of 10 % of the total rental charge for the particular transaction. Risk passes on delivery, and with the Lessee remaining responsible for the return of the equipment in exactly the same condition as when it was collected/delivered in the first place.

5. VOETSTOOTS / NO WARRANTIES / NO REPRESENTATIONS

Mirra Mirra Rentals lets the equipment to the Lessee on a voetstoots basis, giving no warranties and making no representations of whatsoever nature. Mirra Mirra Rentals cannot be held liable for any loss or damage of whatsoever nature suffered as a result of the malfunctioning or underperformance of (or any defects in) the equipment.

6. INDEMNITY

The Lessee indemnifies Mirra Mirra Rentals against any claims from any third parties that may arise from the Lessee's use or possession of the equipment in terms hereof (irrespective of the cause of such damage or loss and irrespective of whether such loss or damage was caused by the equipment itself, directly or indirectly).

7. NO SET-OFF OR COUNTERCLAIMS

Notwithstanding anything else contained herein, and should the Lessee wish to allege that it has a claim against Mirra Mirra Rentals which it wishes to set-off against charges due in terms hereof, the Lessee specifically agrees that such set-off cannot take place and that payment cannot be deferred as a result of any alleged counterclaim. The Lessee agrees that in such circumstances it must first pay the charges and then sue Mirra Mirra Rentals should it wish to recover in respect of any such alleged claims.

8. WARRANTY OF AUTHORITY

The party signing these terms and conditions and the overleaf agreement on behalf of the Lessee, warrants his/her authority to bind the Lessee to this agreement.

9. NON-VARIATION PROVISIONS

The parties acknowledge that this agreement (consisting of these terms and conditions and the agreement overleaf) is the whole agreement between the parties, and furthermore that no variations or cancellations nor any waivers will be valid unless reduced to writing and signed by the parties.