

TERMS OF EQUIPMENT RENTING

1. APPLICATION

Any use of equipment offered for lease by FPE Bvba (hereinafter referred to as “50.8 Rentals”) implies a formal acceptance, without exception or reserve, by the Client or its representative (hereinafter referred to as ‘the Client’), of these terms of equipment renting.

2. TERMS AND CONDITIONS OF LEASE AND RUNNING OF THE PREMISES

The full amount is indebted even if it is not used outside the arranged time.

Equipment rental is available inside and outside our facilities.

Pick up — You may pick up the equipment the day before your rental day between 12am – 7pm. Come by and bring your ID. For the first renting you will have to fill out the new customers form, so please consider it could take a little time. Specially if you rent equipment you don’t know we do also take some time to explain how it works.

The Client is required to inspect a hired article complete with accessories on collecting or receiving it. Notice of recognisable defects shall be given immediately following such pick-up/receipt. Otherwise, the Client is required to confirm the impeccable and contract-compliant condition of the article/accessories at the point in time of taking delivery.

Drop off — You have to drop off the equipment the day after your rental day between 9am – 12am. Hired articles are to be returned as contracted for. The Client shall undertake to do so. The rental period may not be extended except with 50.8 Rentals written consent. If the Client keeps using a hired article beyond expiry of the agreed rental period, the rental relationship shall not be deemed to have been extended. Where hired articles are returned late, 50.8 Rentals is entitled to compensation, in which case the fee is recalculated taking account of the day of actual return and the Client is obligated to pay compensation, in respect of each day of such delay, at the level of the daily fee agreed on the basis of 50.8 Rentals applicable price list plus statutory VAT. In any case of late return, the full daily rate shall be payable regardless of the time of day of such return.

Hired articles shall be returned in their original wrappings/packaging and complete with accompanying records – e.g. operating instructions – to the extent provided by 50.8 Rentals.

Damage & repair — Where hired articles are found to be defective/damaged after being put into use, 50.8 Rentals shall immediately be notified by e-mail. Such notice shall specify the nature of the defect/damage along with the point in time when it occurred. Hired articles/accessories must not be repaired by the Client or any third person. All repairs need to be performed by 50.8 Rentals.

The Client failing to give notice of a defect on time and/or within the agreed time limit are not exempt from payment of the rental fee nor entitled to any reduction thereof.

Ownership — 50.8 Rentals will be in all time the owner of the rented equipment.

The Client may not lease, sell, or give a hired article for use to a third party without 50.8 Rentals express written consent. The Client is required to promptly advise 50.8 Rentals in writing by e-mail.

Bulb — Broken bulb will be charged. Only normal use isn’t charged.

3. RECOURSE, LIABILITY AND INSURANCE

50.8 Rentals undertakes to lease the premises, equipment and material in perfect working order to the Client.

The Client undertakes to return the same in the same condition. Failing which, the repair and restoration costs shall be invoiced to the Client.

Rental equipment includes insurance, with a deductible of 300€ for renting in our studios and 600€ out of our studios. Our insurance does not cover theft. It must be covered by the Client’s insurance.

The Client shall be liable for all persons present at the place where the service is performed and for the consequences of their actions.

The Client undertakes to take all security measures required for valuables which it brings to 50.8 Rentals's premises. It undertakes to first inform 50.8 Rentals thereof.

50.8 Rentals shall not be held liable for any bodily injury, material and immaterial damage occurring in the premises and any theft, deterioration or damage of any form whatsoever which may occur to species, materials, clothing or any other type of goods, animals including those supplied or brought by the Client, its representative or its agents.

Therefore, the Client shall be responsible for taking out the insurance policies required to cover all risks set forth herein above. The Client undertakes to produce the corresponding certificate to 50.8 Rentals upon request.

4. DIGITAL FILES AND SERVICES

50.8 Rentals shall not be held liable for the loss or damage to images or computer data used by the Client or obtained using equipment made available. In the event of a fault attributable to 50.8 Rentals, its liability shall not be incurred beyond the supply of the same technical resources which were made available to the Client in order to enable it to rebuild the lost or damaged data.

As regards digital capture or retouching, the working files shall be saved for three months with effect from the date of the service. After this time limit, all data shall be destroyed.

5. BOOKING, PAYMENT TERMS AND DUE DATES

Prices — All prices indicated on our website (www.fiftypointeight.rentals) are in euros and do not include taxes. They are non-negotiable.

Region — The booking of the equipment and of any other services offered by 50.8 Rentals shall be made exclusively via our website: www.fiftypointeight.rentals

This service is available to companies located in the following countries only: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, United Kingdom.

Force majeure — 50.8 Rentals reserves the right to cancel or adapt the rental hours from any booking following directive from the government regarding an exceptional situation (pandemic, war, curfew ...) or a long term power failure related to the energy supplier.

Deposit — For the first rent outside our facilities, a downpayment of 100% of the total amount (excluding taxes) shall be made to confirm the equipment rent. After the first rent a downpayment of 50% of the total amount (excluding taxes) shall be made to confirm the equipment rent.

Balance — The final balance will be invoiced when the drop off took place in our facilities and that the equipment was checked by our team. The final balance shall be paid within 30 days starting from the date of the invoice. In case of late payment, late interest of 10% per annum will be due by the Client by operation of law as well as a fixed allowance of 75€.

Refund — In case of cancellations received later than 72 hours before the date of pick up, the 50% downpayment deposit won't be refunded.

6. VALIDITY

If any provision of these terms of equipment renting or any part thereof is or becomes invalid, the other provisions and the other parts of the provision in question remain in full force and effect.

If a translation of these terms of equipment renting is made available to the Customer, it is for informational purposes only. In the event of any discrepancy between this translation and the terms of equipment renting, the French version of the terms of equipment renting will prevail.

7. DISPUTES

In the event of a legal dispute, the Brussels Commercial Court shall have exclusive jurisdiction.