

Terms and Conditions 條款及細則

1. For the purposes of the Equipment Rental Agreement ("Agreement") to which these Terms and Conditions are annexed to, FUJIFILM STUDIO is hereinafter called "the Owner", and the person / entity hiring the equipment is hereinafter called "the Hirer".
2. For the purposes of the Agreement, and unless specified otherwise:
 - (a) a "day" shall be construed to mean a period between 12:00nn on the date the equipment is picked up and/or received by the Hirer and 7:00pm on the same day.
 - (b) a "week" shall be construed to mean a period comprising 7 calendar days beginning from 12:00nn of the first calendar day and ending on 7:00pm of the seventh calendar day.
 - (c) "Special Holiday" means a period of time where, after the date the equipment is picked up and/or received by the Hirer, FUJIFILM STUDIO is closed for holidays. Any reference to a "day", a "week" or "Special Holiday" in the Agreement shall be construed accordingly.
3. Rental of Equipment is made upon execution of this Agreement by the Hirer, payment of the rental charge and the required deposit referred to in Clause 6 below. Rental must be fully settled by the Hirer before use of the Equipment.
4. The Hirer will be given a full opportunity to inspect, test and examine the Equipment at the time of receipt and/or pick up, and by confirming receipt and/or acceptance of the Equipment from the Owner whether by written confirmation or otherwise, the Hirer shall be deemed to have confirmed and acknowledged that the Equipment is complete, in good and working condition, do not bear any obvious or major scratch or damage externally and is satisfactory for the Hirer's purposes. Except latent defects or such defects or problems which arise subsequent to the receipt and/or acceptance of the Equipment by the Hirer, the Hirer shall not be entitled to claim, subsequent to receipt and/or acceptance of Equipment, that any of the Equipment is not in good or working condition or otherwise claim that externally scratches or damages were already pre-existing as of the time of receipt or acceptance.
5. Equipment must be returned no later than 7:00pm of the last day of hire, with Special Holiday considered. Additional daily rate will be charged for any return after 7:00pm (and each additional period of 24 hours or less). In the case of no return after the last day of hire, the Owner shall be entitled to full deposit. In any case, the deposit will not be refunded 30 days after the last day of hire.
6. A deposit of an amount equivalent to the aggregate full retail value (such retail value being the Owner's prevailing recommended retail price in the Hong Kong market) of all Equipment on hire shall be paid by the Hirer (in the form of credit hold) to the Owner at the time of signing the Agreement. The deposit paid will be refunded to the Hirer upon return of the Equipment to the owner and upon satisfaction of the Owner that the Equipment returned is in good and sound condition and in the condition before hire. In the event of loss or damage to the Equipment, the Owner shall have the right to, in accordance with Clause 15 hereunder, deduct from the deposit paid such an amount as necessary to repair and/or restore the Equipment to the condition before it was hired to the Hirer.
7. The Hirer irrevocably agrees to fully indemnify the Owner against all loss or damage to the Equipment or any parts thereof which may arise from any cause and whether or not such loss or damage results from the negligence of the Hirer, its servants, agents, employees or any third party (except the Owner). The Hirer shall further indemnify the Owner and hold it harmless at all times against all claims, proceedings, demands, actions, damages, losses and expenses (including but without limitation legal expenses and disbursements) made against or incurred or suffered by the Owner by reason of any loss, injury or damage to any person or to any property arising directly or indirectly from the presence, use or operation of any of the Equipment by the Hirer or any person who obtained the Equipment from the Hirer unless the claim is made against the Owner as a result of the negligence of the Owner or its employees or servants.
8. So far as the applicable law permits, no liability shall attach to the Owner either in contract, tort or otherwise for loss (including without limitation loss of profits, earnings, reputation, goodwill and loss of work), injury or damage sustained by the Hirer or its servants, agents, officers, employees or representatives as a result of the presence, use or operation of the Equipment or any parts thereof, or as a result of the Owner being unable or failing to provide or make available the Equipment to the Hirer on time, or any defect or problem in or malfunctioning of the Equipment or in relation to any fitness, quality, design, condition, repair, merchantability, functioning or performance of the Equipment, or of the material or workmanship thereof, no matter how caused or occasioned, and whether such defect or problem or malfunctioning be latent or apparent at the time the Equipment is received, accepted or examined by the Hirer. In the event that the Owner shall be liable to the Hirer under this Agreement, unless prohibited by law, the Owner's liability shall be limited to, at the Owner's discretion, the amount of fees paid by the Hirer for the Equipment.
9. The Hirer shall use the Equipment in accordance with the user guides and any other directions provided by the Owner in a reasonable manner and shall make no addition, alteration or modification to or otherwise tamper with the Equipment without the Owner's prior written consent and the Hirer shall keep the Equipment in good operating condition and cleanliness and safeguard the Equipment from unauthorised access.
10. The Hirer shall not part with the possession or control or custody of the Equipment without the prior consent in writing of the Owner.
11. The Equipment shall at all times remain the sole property of the Owner and that nothing contained in this Agreement shall confer or be deemed to confer any interest in the Equipment on the Hirer or any person.
12. The Hirer will keep the Equipment free from any lien, distress, execution, charge, mortgage or any other legal process that may in any way affect or prejudice the Owner's title to the Equipment.
13. The Hirer will permit any person authorized by the Owner at all reasonable times to check, inspect and/or examine the Equipment deemed appropriate or necessary by the Owner.
14. The fees paid by Hirer to Owner under the Hire Agreement are exclusive of any insurance. The Hirer shall during the term of the Agreement (and any extensions thereof) keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full retail value of the Equipment.
15. In the event of loss or damage to the Equipment hired, the Owner shall, upon return of the Equipment, set out the particulars of the loss and/or damage and the estimate costs and expenses for repair and/or replacement. Should the Hirer object to any part or content of the costs, it shall notify the Owner immediately upon return of the Equipment, failing which the Hirer shall be deemed to have accepted the particulars and contents of above costs and expenses. Without prejudice to any rights which the Owner may have against the Hirer, the Owner shall in such case be entitled to and request such estimated costs and/or expenses from the Hirer.
16. Without prejudice to Clause 15 above, any damage or malfunction of the Equipment should be reported to the Owner immediately upon discovery of the same.
17. Nothing in Clause 15 or 16 above prejudice any rights or remedies which the Owner may have against the Hirer under statute or operation of law in relation to the right to claim damages or otherwise. The Hirer specifically acknowledges that the failure to promptly notify the Owner of any malfunctioning of Equipment, or any loss or damage caused by the Hirer to the Equipment, may cause the Owner to suffer damages arising from breach (of all possible nature) of its contractual duties owed to a third party for the subsequent hire of the same Equipment.
18. The Hirer accepts the Equipment in the condition as they are at the time of taking delivery and the Owner does not in any way represent or warrant that the Equipment is of merchantable quality or suitable of fit for any particular use or purpose.
19. Any extension of the hire period is subject to, apart from payment of further fees at the Owner's prevailing rate, the sole and absolute discretion of the Owner. Extension of hire period will be possible only if no prior bookings have been arranged. These Terms and Conditions shall apply to any extended hire period.
20. Subject to the applicable law, the Owner's liability under this Agreement shall be limited to the total amount of fees paid by Hirer to Owner under the Hire Agreement.
21. No relaxation, forbearance or delay by the Owner in enforcing any of the Terms and Conditions of this Agreement shall prejudice, affect or restrict the rights and powers of the Owner hereunder nor shall any waiver by the Owner of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.
22. When Equipment is delivered or sent to or collected by the Owner, such delivery, sending and/or collection is at the Hirer's risk and expense and the Hirer shall be liable for any loss or damage to the Equipment from the time the Equipment leaves the Owner's premises until it is returned to the Owner's premises.
23. The interpretation, performance and enforcement of the Agreement and these Terms and Conditions shall be in accordance with the laws of the HKSAR. Any and all disputes arising out of or related to the Agreement or these Terms and Conditions shall be adjudicated by the Courts of the HKSAR, to which jurisdiction the Hirer and the Owner irrevocably submit to.

-End of Terms and Conditions-