



2601 - 80 Lorimer Street,
Docklands, Melbourne 3008,
Victoria, AUSTRALIA
Tel: +61 3 9645 2394
Fax: +61 3 9646 5446
www.helifilms.com

CINEFLEX HiDEF V14 GYROSTABILISED CAMERA SYSTEM

TERMS AND CONDITIONS

It is a condition of the supply of the Cineflex system that the client reads and signs this document and returns it to Helifilms in order to confirm the booking.

Helifilms operates as a film and television production company, not a full service equipment rental company. Helifilms is pleased to make the Cineflex system available to your production for the agreed fee, provided that you fully understand this distinction and agree to the basic terms and conditions listed below.

Helifilms is committed to providing a professional service to you and will endeavour to provide services similar to a full service rental company. However, circumstances can arise that are beyond Helifilms' control. Helifilms do not hold full replacement units. The Cineflex V14 HiDEF Camera System is cutting edge technology and Helifilms have a limited number of crew trained on the equipment. Helifilms will not accept any liability or be held responsible in any way for losses or costs incurred by the Client as a result of Helifilms not being able to provide replacement units or Crew.

1. INTERPRETATIONS

In the Terms and Conditions listed below the following definitions shall apply:

- (a) "Helifilms" shall mean Helifilms Australia Pty Ltd.
- (b) "Cineflex" shall mean the Cineflex HiDEF V14 Gyrostabilised camera system and any components and accessories supplied by Helifilms for incorporation into the Cineflex system.
- (c) "Client" shall mean the person(s), firm or company who is hiring the Cineflex and the crew who are operating it.
- (d) "Crew" shall mean the personnel provided by Helifilms.
- (e) "Freighting" shall mean the transportation of the Cineflex by any means.
- (f) "Platform" shall mean helicopter, tracking vehicle, camera crane, cable rig, tethered blimp, boat or any other equipment to which the Cineflex may be fitted or installed.

2. ADDITIONAL EQUIPMENT

It is the Client's responsibility to ensure that any additional equipment supplied for use with the Cineflex system is compatible and works as intended. Helifilms cannot ensure that the Crew will be familiar with the operation of non-Cineflex system equipment. Helifilms may choose not to incorporate some equipment, such as but not limited to power supplies, at its discretion. Please check with Helifilms beforehand.

3. FREIGHTING

The Cineflex systems are based in Melbourne, Australia, and Devon, England. When the Cineflex system requires freighting, this must be booked and paid for by the Client. Helifilms will not accept liability or be held responsible in any way for any delays, losses or costs incurred by the Client due to freighting. The Client must obtain the approval of Helifilms to the chosen freight service prior to the Cineflex being shipped. All the Cineflex cases weigh 32kg or less, allowing them to be taken as accompanied excess baggage on domestic and international flights. This is the preferred method for shipping and has proven very reliable but the Client may wish to use a road-based carrier for domestic freighting.

4. WARRANTIES

Whilst every effort is made by Helifilms and its employees to provide a fault-free shoot, occasionally there may be problems. Helifilms will not be liable to the Client for any losses or costs resulting from any delays, interruptions, postponements or cancellations of the production or any faults in the image or recording due to damage to, failure of or loss of any component of the Cineflex system or non-attendance by Crew due to illness, injury or the inability to travel to the location. Helifilms shall not in any circumstances be liable to the Client and the Client must keep Helifilms indemnified against claims by any third party in respect of loss of profits, special damages or any consequential loss whatsoever. Helifilms shall not be under any liability for loss or damage to any persons or property howsoever caused whether arising directly or indirectly from the use of the Cineflex by the Client, and without limitation to the foregoing, Helifilms' liability for the supply of goods or services is limited to the cost of obtaining those goods or services.

It is the responsibility of the Client to ensure that the Cineflex is suitable for the purpose for which it is hired.

Important: Helifilms strongly recommends that the Client has adequate Insurance to protect the Client against any such unforeseen circumstances.

5. INSURANCE

Where the Client requires the Crew to work with or fly in a helicopter in the course of the production, the Client must produce a Certificate of Currency of Insurance for Death and Disability naming the Crew members for the period of time for which the production will require them to work with or fly in a helicopter to the sum of AUD\$5,000,000 or more per person.

It is required that Helifilms Australia Pty Ltd also be named on the Certificate of Currency as an "additional insured". It is also requested that "filming" be listed on the Certificate of Currency as a "Special Condition" of "Special Use".

6. SUITABILITY OF THE PLATFORM

It is the responsibility of the Client to ensure that the platform to which the Cineflex is to be attached is suitable for its intended use and that no obstructions or hindrances limiting the installation of the Cineflex are present. Helifilms will make all reasonable efforts in advance to check suitability. If the Client chooses not to rely on any advice or recommendations given by Helifilms or its representatives concerning the suitability of the platform, Helifilms will not be held responsible for any problems with the platform. Please contact Helifilms as early as possible with information about the platform.

Some helicopter types have been found to dispense uneven or "dirty" power from the aircraft generator which can have an adverse effect on picture quality in High Definition.

The earlier AS 350 models, before the B2 fall into this category. Where the Client chooses to use any of these types, Helifilms will not be liable if problems are visible on the rushes. To this end, Helifilms will supply a "power conditioner" which it is hoped will "clean" any dirty power.

Where the Client requests the Crew to work with or fly in a helicopter in the course of the production, Helifilms reserves the right at its discretion to decline the choice by the Client of helicopter supplier and/or the helicopter pilot. Such right will not be unreasonably exercised.

7. PAYMENT TERMS

7.1 Helifilms will not provide a full Rental Agreement to the Client. Instead, Helifilms operates as the Cineflex provider and will issue an invoice prior to confirmation of the shoot. The Client must pay 50% of the total invoice amount to confirm the booking. If a booking is subsequently cancelled by the Client, the deposit will be forfeited to Helifilms, subject to Helifilms refunding part of the deposit depending on the period of notice and cancellation as follows:-

Cancellation Notice, prior to shoot	Proportion of Hire Charge refunded by Helifilms
More than 7 days	90%
Between 7 days and 48 hours	65%
Less than 48hours	10%
No Show	NIL

OR

If a booking is subsequently cancelled by the Client, the deposit is forfeited to Helifilms but Helifilms will offset this amount against the cost of future shoots.

The Client must then pay a further 25% of the total invoice amount at the commencement of the hire period and the balance including any additional costs at the end of the hire period. Interest at 10% will be charged on late settlement of invoices. Helifilms' invoice will include 10% insurance on all the equipment hired by the Client. In the event of a claim against the insurance, the Client shall be required to meet the payment of the excess to the amount of AUD\$1,000.

7.2 This "Terms and Conditions" document must also be read, signed and returned to Helifilms in order to confirm the booking. Until such time that the Client confirms the booking, the Cineflex system and Crew remain available to other productions and Helifilms makes no undertaking either implied or inferred as to the availability of the Cineflex system and Crew to the Client.

8. CREDITS

8.1 Where credits will appear on-screen the Client undertakes to credit Helifilms in the following manner; "Cineflex supplied by Helifilms Australia".

8.2 The Helifilms Crew will be credited as follows; Helicopter Unit Supplied by Helifilms Australia, Cineflex Director of Photography ([insert name](#)), Cineflex Technician ([insert name](#)), Helicopter Film Pilot ([insert name](#)), Unit Manager ([insert name](#)) etc.

I, the undersigned, have read the above Terms & Conditions and accept them.

Name (Print) _____

For (Name of Client) _____

Company Position _____

Date ____/____/____
Day Month Year

Signed _____

CONTACTS

HEAD OFFICE

Helifilms Australia

Sara Hine

sara@helifilms.com

Tel: +61 3 9645 2394

Fax: +61 3 9646 5446

Mobile: +61 438 059912

AUSTRALASIA

Warwick Field

warwick@helifilms.com

Mobile: + 61 417 380 172

UK and EUROPE

Mike Wright

mike@helifilms.com

Mobile: +44 7831 631541

USA

David Calvert-Jones

cj@helifilms.com

Mobile: +1 310 487 0065