

# TERMS AND CONDITIONS OF EDITING SUITE HIRE

“the Terms”

## 1. Internet Booking

By answering “yes” to the last question on our internet booking form you agree to be bound by the Terms set out below or in the case where you have made the booking in an authorized capacity on behalf of a corporate entity, you agree to bind the said corporate entity to duly observe and honour the Terms.

## 2. Booking other than through the internet

By your signature below, you are agreeing to be bound by the Terms set out below or in the case where you have made the booking in a duly authorized capacity on behalf of a corporate entity, you agree to bind the said corporate entity to duly observe and honour the Terms.

## 3. Booking, Confirmation, Deposit, and Payment

3.1 Our acceptance of your booking is at our sole discretion and is subject to availability. We reserve the right to refuse any booking and also reserve the right to cancel any booking accepted by us by giving four weeks notice whenever possible.

3.2 Our formal acceptance of your booking will be accompanied by an invoice based on the information you gave us when making a booking. Both our acceptance and our invoice will normally be sent to you the same day or the next day if you make your booking during office hours.

3.3 You agree to pay a deposit in the amount of 50% of the total anticipated hire charges without delay upon receiving confirmation that your booking has been accepted and the accompanying invoice. The remaining balance must be settled by you on or before the day the hire period begins. By “settled” we mean cleared funds in our bank or cash payment, we do not accept credit or debit card payments. If the remaining balance is not received by us before your hire period is due to commence, you will not be allowed to use our facilities.

3.4 Charges for any and all additional services and time overruns must be settled on or before the day your hire period ends.

## 4. Non Payment

4.1 If you fail to pay the deposit within 72 hours of our sending you the invoice, your booking will be deemed to have been cancelled without prejudice to any other penalties and/or other remedies we may be entitled to hereunder.

4.2 If you fail to pay the balance of invoiced charges by the time your edit suite hire is due to begin, you will not be allowed to use our editing facilities and your deposit will be retained to offset our losses without prejudice to any other remedies that may be available.

## 5. Cancellation

5.1 You may cancel your booking at any time by giving us sufficient notice otherwise you will be liable to pay a cancellation fee.

5.2 Irrespective of how soon your booking is due to start from the date you make your booking, in order to avoid paying a cancellation fee, we require you to provide us with:

- i. 14 days notice to cancel a booking whose duration is 5 days or less; or
- ii. 21 days notice to cancel a booking whose duration is between 5 days and 10 days; or
- iii. 28 days notice to cancel a booking whose duration is longer than 10 days.

5.3 If notice of cancellation is not given in accordance with Clause 5.2 above then you shall be liable to pay us a cancellation fee calculated in accordance with the following:-

If notice of cancellation is received at least:

i. 5 working days before the hire is due to start on bookings of 5 days or less, a cancellation fee equal to 50% of the total invoiced charges shall apply; otherwise a cancellation fee equal to 100% of the total invoiced charges shall apply.

ii. 7 working days before the hire is due to start on bookings whose duration is longer than 5 days and no longer than 10 days, a cancellation fee equal to 50% of the total invoiced charges shall apply; otherwise a cancellation fee equal to 100% of the total invoiced charges shall apply.

iii. 10 working days before the hire is due to start on bookings over 10 days, a cancellation fee of 50% of the total invoiced charges shall apply; otherwise a cancellation fee equal to 100% of the total invoiced charges shall apply.

5.4 We may at our sole discretion waive or partially waive any of the above penalties if a booking is rescheduled by you and we sustain little or no financial loss.

## 6. Hourly/Daily Rates and Overtime

6.1 Hire charges may or may not include technical assistance in accordance with your hire requirements.

6.2 "Normal Hours" are between 09:00am and 6:00pm Monday – Friday inclusive.

6.3 One day's editing suite hire means 8 Normal Hours exclusive use of one editing suite with optional technical assistance and optional editor assistance if ordered, plus an additional 60 minutes of break time so that in effect an editing suite is available for your exclusive use for 9 Normal Hours i.e. from 09:00am – 6:00pm on any day between Monday – Friday inclusive (excluding public and bank holidays).

6.3.1 You acknowledge that it is your sole responsibility to ensure that, having anticipated and allowed for all possible delays, you arrive at our editing facility before your hire is due to begin as we shall not be held liable by you in any material sense for your late arrival for any reason whatsoever.

6.4 Overtime, that is, the time your usage of an editing suite exceeds 9 Normal Hours (including breaks) in any day is chargeable at an hourly rate equal to one and one half times the agreed day rate divided by eight. (DAY RATE / 8 x 1.5)

6.5 On weekends, public holidays, and bank holidays, the cost of hire will be charged at a rate equal to one and a half times the rate we charge for hire during Normal Hours (DAY RATE / 8 x 1.5) unless otherwise agreed; overtime on such days shall be charged at twice the rate we charge for hire during Normal Hours (DAY RATE / 8 x 2).

6.5.1 We cannot guarantee that editing suite facilities will be available outside of Normal Hours and it is in your interest to let us know as soon as possible if you would like to use an editing suite outside Normal Hours in order that we can make the necessary arrangements to accommodate your needs if possible.

## **6. Value Added Tax**

Value Added Tax (V.A.T.) will be added to all invoices at the prevailing rate.

## **7. Conditions of Hire**

- 7.1 The "Hirer" is the person who has made the booking and whose name is given on the internet booking form or whose name and signature appear on the Terms and he or she will be held responsible for making all payments due hereunder in a timely fashion and for the observation of the Terms except that in the case where the person making the booking or signing the Terms does so on behalf of a corporate entity in an authorised capacity, the person booking the hire AND the corporate entity so represented together with its officers shall be held responsible for all payments due hereunder and the due observance of the Terms both jointly and severally.
- 7.2 The Hirer is responsible for and agrees to defray the cost of making good any damage to the building, furniture, fittings, apparatus, and appliances whether deliberate, accidental, or howsoever caused during the period of the hire.
- 7.3 The Hirer accepts full responsibility for and agrees to indemnify us and our employees against all actions or claims arising out of, or in any way connected with, any accident to any person or in respect of any damage to or loss of property.
- 7.4 Under no circumstances shall we accept any liability or be held responsible for any loss, damage, theft or injury caused to goods, property, articles or persons during the period of the hire.
- 7.5 The Hirer shall not use the premises where the editing suite is situated for any purpose other than for the purpose for which it has been offered by us and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose nor do anything or bring onto the premises anything which may endanger anyone or anything at any time.
- 7.6 The Hirer shall inform us of any changes to the information given to us when making a booking as soon as possible.
- 7.7 The Hirer should be aware that there are other businesses located within the same building where our editing suites are located and that in consideration of our neighbours, we cannot allow the Hirer to monitor sound at abnormally high levels. Headphones are provided as a means of monitoring sound at abnormally high levels; the Hirer agrees that the monitoring of sound at high levels is at the Hirer's risk and shall be solely responsible and not hold us liable for any adverse effects that prolonged high levels of sound may have on the hearing of the listener.
- 7.8 In accordance with manufacturers' instructions, we carry out routine maintenance and testing on all items of equipment we make available for hire purposes and we shall endeavour to ensure that all equipment requested by the Hirer is in good working order before the beginning of the edit suite hire.
- 7.9 We advise the Hirer not to use any original or other irreplaceable materials on or in any of the equipment we make available to the Hirer as we cannot accept any responsibility in connection with any loss suffered or damage caused by using our equipment.

- 7.10 We shall not under any circumstances be liable to the Hirer or any third party for any claims in respect of loss of profits special damage or any consequential loss whatsoever or be under any liability for or in respect of any loss or damage suffered by persons or occasioned to property howsoever caused whether arising directly or indirectly from the hire of our editing facilities or use of equipment (supplied by us) to the Hirer.
- 7.11 Under no circumstances shall the Hirer nor any third party hold us liable for any loss or damage whether direct indirect or consequential howsoever caused arising out of the use of or inability to use any of the equipment we make available to the Hirer and the Hirer agrees to indemnify us to the fullest extent in this respect.
- 7.12 It is the Hirer's responsibility to ensure that all equipment made available to Hirer is used only by competent operators. The Hirer is strongly advised to include technical assistance (available at extra cost) when making a booking if he/she has any technical concerns regarding the correct operation and/or configuration of any equipment to be included in the hire.
- 7.12.1 The Hirer agrees to be held liable for and to indemnify us against all costs incurred in making good any damage resulting from the Hirer's use of our equipment howsoever occasioned (excluding normal wear and tear) together with any and all consequential losses we suffer as a result of losing the use of the said equipment for any length of time.
- 7.13 The Hirer shall ensure that all equipment remains safe, serviceable and clean. Any fault breakdown or defective operation of our equipment should be notified to us immediately.
- 7.14 In the event that any equipment made available by us to the Hirer breaks down during the period of hire, we shall without delay endeavour to reroute a similar item of equipment providing the same facilities as the equipment in which a fault has developed. If we do not have a backup item of equipment available we shall immediately order one to be delivered by courier to us urgently on hire and at our expense and any time that elapses between the breakdown or fault occurring and the reinstatement of the service required by the Hirer will be credited to the Hirer as full recompense for the inconvenience caused without further liability on our part.

## **8. Editor's availability**

- 8.1 It is important that you book well in advance if you would like an editor to be present during your edit suite hire otherwise we cannot guarantee that any particular editor you have chosen will be available when you require his/her services.
- 8.2 In the event that an editor you have booked through us is unable to attend due to accident, sickness, bereavement or any other reason whatsoever, we shall notify you of this as soon as possible and, with your agreement, shall use our best endeavours to provide a replacement editor with similar qualifications and experience.
- 8.3 We are not responsible or liable in any respect for the actions of any editors we may supply. The editors we supply work on a freelance basis and are not our employees. You should therefore assure yourself of the competency and suitability of any editor we suggest you might use.

## 9. Force Majeure and limitation of liability

- 9.1 If the provision of our services are adversely affected by force majeure including but not limited to fire, flood, war, civil strife, earthquake, epidemic, industrial dispute, strike, neither party shall have any claim against the other and the obligation of both parties shall cease immediately.
- 9.2 We shall not be held liable by you for electricity supply failure or any other factor which is beyond our control and which affects your usage of our facilities.

## 10. Law

The Terms together with the Booking Form (whether internet based or otherwise) together constitute an Agreement between us and the Hirer and shall be construed in accordance with English Law and the parties hereto agree to submit themselves to the jurisdiction of the English Courts in the event of an intractable dispute arising between them.

## 11. **YOUR ATTENTION IS HEREBY DRAWN TO: Health and Safety, Medical, Fire, and Electrical risks**

The Hirer shall be solely responsible for all health and safety matters concerning the use of our editing facilities. If there are any special risks associated with the use of any of our equipment we shall tell you about them or place a warning notice in a place where it is most likely to be seen by you.

There is one exit at the front of the facility where you will have entered the facility; there is also a fire escape at the back of the facility with several signs throughout the facility pointing to its location. You will be shown the location of the rear fire escape before your hire begins.

Should any injury occur whilst you are on our premises you should alert one of our staff, especially if you think you may need medical attention. We have a first aid kit on the premises and its location will be pointed out to you upon your arrival.

In the event of a fire, a continuous electric bell will sound within the facility and throughout the building. If it is activated, you should make your way out of the building through one of the two exits as quickly as possible, taking care not to injure yourself or others and wait in the car park adjacent to the building for further instructions from one of our staff. You should not re-enter the building for any reason whatsoever until you are told you may do so.

A fire extinguisher which can be safely used on electrical fires (as well as other types of fires) is located in the corridor outside our two editing suites. In the event of a fire, you should alert one of our staff immediately.

All items of electrical equipment on our premises which require periodic electrical safety testing bear a label giving the date last tested and passed as electrically safe and also the date when safety testing should be carried out in the future. If you notice an item of electrical equipment which bears a label indicating that it should have been re-tested by a date that has already been and gone, you should not touch or operate the device but should report it to one of our staff immediately.

## 12. Drugs Alcohol and No Smoking Policy

It is against the law to smoke anywhere in the building where our editing suites are situated. Anyone found using drugs or found smoking on our premises or anywhere else in the building will be banned from using our facilities without recourse to a refund. Excessive alcohol consumption is not allowed on our premises although the light/moderate consumption of alcohol is allowed. We are not allowed to sell alcohol for consumption on our premises.

### **13. Licenses and Copyright**

It is the Hirer's responsibility to obtain all relevant licenses/consents in connection with the use of any video, film, music, special effects or other copyright materials before using them as a source for any media produced on our premises.

### **14. Final Agreement**

These Terms embody the whole of the understanding between the Hirer and us and shall supersede any and all previous communications agreements and representations whether written oral or otherwise communicated and take precedence over any Terms proposed by the Hirer and no addition amendment or alteration to the Terms shall be binding on us unless agreed to by us in writing.