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freebournes  
**STUDIO**

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## Terms & Conditions

### A. DEFINITIONS

In these conditions the following expressions have the following meanings:-

“FS” means FREEBOURNES STUDIO

“the Customer” any person or firm or company dealing with FS or any servant or employee of such a person, firm or company.

“Studio” the premises of FS for the time being where the services and equipment are provided.

“Services” shall include all studio space and the services of drivers and assistants and other personnel of FS or of any sub-contractor of the Company.

“Equipment” shall include all fixtures and lighting and other materials provided by FS.

### B. GENERAL

1. FS will insure the Studio and the Equipment against all normal insurable risks. The customer must effect its own insurance cover against consequential loss or profit and other Risks and must effect its own cover against loss, damage or theft of any of its own equipment brought onto the premises. Under no circumstances will FS entertain any claims arising out of any failure of the Customer to effect its own insurance cover.
2. These conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of FS.
3. Full details of the FS services and charge rates are set out in the FS Price List which may be varied by FS without notice.
4. Nothing in these Conditions is intended to exclude, restrict or modify liability on the part of FS resulting from negligence or otherwise unless permitted by Statute.

### C. STUDIO HIRE

1. The Studio is available for daily use Monday to Friday between 0900 hrs and 1730 hrs and weekends between 1000hrs and 1730 hrs. Use outside these hours shall be charged at the published overtime rates unless previously agreed in writing by FS.
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2. The Studio may be provisionally booked by telephone and the booking should be confirmed within 24 hours. The Customer will be further required to sign a Confirmation of Booking sheet which is binding to these Conditions. Any confirmed bookings cancelled less than 3 working days of the commencement, will be billed at 50% of the day rate plus any costs incurred by FS by way of expenses.
3. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by FS or by any statutory body or Local Authority.
4. The Studio is available for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract, sub-let or otherwise permit any third party to utilise the Studio without the prior written consent of FS.
5. The Customer is responsible for any loss or damage occasioned to the Equipment or the Studio caused by or arising from the Customer use thereof or by any servant, agent employee or sub-contractor of the Customer.
6. Any materials used in connection with sets constructed by the Customer shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer.
7. No alterations, decorations or additions to the Studio are permitted without the consent of FS and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by FS arising out of any breach of this Condition shall be paid by the Customer.
8. Bookings may only be extended with the prior consent of FS

#### **D. HIRE OF SERVICES AND EQUIPMENT**

1. All Equipment and services are supplied by FS entirely at the risk of the Customer. FS shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it, however caused, including consequential loss and loss of profit.
  2. All Equipment supplied to the Customer is in good condition. The Customer must notify FS at the time of supply if the condition of the Equipment is not acceptable.
  3. In no circumstances shall FS be liable for any transport cost or for any loss or damage including consequential loss or damage, however caused, arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.
  4. The Customer may not: (1) Remove the equipment from the Studio premises; nor (2) modify or alter or tamper with the Equipment in any way; nor (3) use the Equipment in a manner not recommended by the Manufacturer; nor (4) allow or suffer the Equipment to be used by untrained or unauthorised personnel; nor (5) part with possession, sell, pledge, encumber or suffer any lien to be created on the Equipment.
  5. Where at the request of the Customer FS supplies to the Customer the services of a driver, assistant, sub-contractor, free-lance or other person, such person shall be deemed to be the servant of the customer and the said services shall be deemed to be rendered by the Customer and FS shall not be liable for loss or damage of any kind however caused.
  6. FS shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of FS or any other person whose services are supplied to the Customer.
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7. The hire period for services or Equipment cannot be extended otherwise than with the consent of FS.
8. Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate FS for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

#### **E. PAYMENT AND ADDITIONAL CHARGES**

1. Unless otherwise agreed in writing, all transactions will be settled in cash before the commencement of the hire period. Authorised account holders must settle accounts within 30 days of the date of invoice. Prices may be varied without notice to the Customer.
2. Overdue accounts will accrue interest at 2% per month or part thereof.
3. The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and/or Equipment is surrendered or returned to FS. FS reserves the right to make an additional hourly labour charge to cover any costs incurred by FS
4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.
5. At the end of the hire period, the Customer may be charged at the discretion of FS an additional rental where the Studio or any item of Equipment is delivered to or returned to FS in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.
6. FS shall have a general lien on any film, tape, or other equipment or property in the possession of FS or in the Studio premises for the payment of any monies due to FS from the Customer.

#### **F. EXCLUSIONS OF LIABILITY**

Subject as hereinbefore mentioned FS shall not be liable to the Customer for any loss, damage, expense, liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

- a) any damage to or loss of property by the Customer or the Customers servants or agents or any third party.
  - b) any breakdown, stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by FS.
  - c) any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of FS or the servants or agents of FS.
  - d) for any fines and/legal costs incurred by FS or the Customer for any activity connected with the hire of the Studio or Equipment.
  - e) any failure on the part of FS to comply with its obligations to the Customer due to any circumstances beyond the control of FS.
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**G. INDEMNITY**

The Customer shall at all times keep FS indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against FS or the servants or agents of FS by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by FS even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of contract of FS, its directors, servants or agents save in respect of any death or personal injury caused by the negligence of FS as aforesaid.

**H. TERMINATION**

FS may summarily terminate any hire contract with the Customer upon the happening of any of the following events:

- a) if the Customer shall fail to pay any of the monies due to FS or dishonour any cheque paid to it; or
- b) if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or
- c) if the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to FS against the Customer prior to the date of termination.

**I. APPLICABLE LAW**

These Conditions shall be read and construed in accordance with the Laws of England.

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