

WADDINGTON STUDIOS LTD. TERMS AND CONDITIONS OF STUDIO HIRE.

The following terms apply to all rental agreements between Waddington Studios Ltd and The Hirer/s of Waddington Studios. They cannot be redrawn or reworded without the prior written consent of Waddington Studios Ltd. The terms and condition herewith shall be governed by English Law. By signing this rental agreement you agree to abide by these terms and conditions under contractual law of the English Courts.

Definitions: The 'Hirer' or 'Hirers' means: 'The Client and any associated persons present on the day/s of hire'. 'Studio Hire' means: 'The rental and use of Waddington Studios premises for a contractually specified time and date for the business of photography, filming or related activities, or event related hire'. 'The Client' means: 'The individual, group of individuals or entity which have entered into this hire agreement with Waddington Studios Ltd'.

Bookings: All bookings will be confirmed in writing and signed by an authorised person acting on behalf of the Hirer prior to the studio rental taking place. Waddington Studios Ltd reserves the right to refuse to accept any booking. Waddington Studios Ltd reserves the right to halt any activity it considers to be other than that for which the premises are intended. Options: 1st options do not guarantee availability until confirmed. Should a 2nd option wish to confirm a booking the 1st option will be notified and given a reasonable amount of time to decide on a confirmation themselves. Written email confirmations will then be followed up by a signed contract confirming a booking. Only signed confirmations can guarantee availability on stated dates.

Charges*: Charges for Studio Hire are to be set and agreed in writing before the hire commences. All charges will be subject to V.A.T. of 20%

These charges do not include (where applicable) any of the following items or services including (but not limited to) equipment hire, catering supplies, damage and specialist cleaning.

Where distinctions between Studio Hire rates occur (depending on the nature of the eventual commercial applications of the photography/film being shot within Waddington Studios i.e. Advertising usage, Editorial usage or other usage types) the Hirer is responsible for giving accurate information towards the type of usage when agreeing these rates so that the correct rates can be applied to the Studio Hire charges. Waddington Studios Ltd reserves the right to change these charges should it deem fit if information given by the hirer is inaccurate regarding such usage.

Where charges are expected to exceed a value of £5000 as per the written booking confirmation by Waddington Studios Ltd the Customer may be required to pay Waddington Studios a deposit of 50% of the estimated hire value at least one day prior to commencement of the hire period.

*If rental agreement is through a third party or location company then above paragraph is not applicable.

Overtime: Standard studio opening times are 9 am to 6pm. Overtime charges will apply if the studio is occupied beyond these hours at a rate of £100 per hour unless previously negotiated at the time of booking.

Cancellations: Cancellations of confirmed bookings will be subject to the following charges:
Cancellations outside of 24 hours of the 1st or only specified shoot date: 50% of studio charge
Cancellations within 24 hours: Full studio charge.

Damages and cleaning: The Hirer is liable for any damage made to the fabric of the building, fixtures, fittings, furniture or appliances therein or equipment hired throughout the duration of the booking, unless a member of Waddington Studios Ltd staff causes such damage. The value of charges for damage will be set to cover the full cost of repair or replacement of such items as appropriate. General cleaning charges are included in the studio hire charge however should specialist cleaning or repainting of studios be required of any areas then further charges may apply.

Personal property and equipment: Waddington Studios Ltd cannot be held responsible for loss or damage to any equipment or personal property of the Hirer. No Hirer related property will be covered by any insurance held by Waddington Studios Ltd.

Shoot/Event related property, delivery and collections:

Waddington Studios Ltd can accept deliveries and collections of the Hirers property such as props, equipment, products etc, up to one working day before and after the shooting day/s. For any item left on the premises after this a charge will be made for storage additional to the daily rental charges. The Hirer must ensure that all such items are insured. No Hirer related items held or stored on Waddington Studios premises would be covered by any insurance held by Waddington Studios Ltd whatsoever. Waddington Studios Ltd reserves the right to dispose of any item left on the premises after one month from the end of the hire period and charge for this disposal if necessary.

Risk and Liability: The use of Waddington Studios Ltd premises and equipment is entirely at the Hirer's risk. The Hirer hereby agrees that Waddington Studios Ltd will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to the Hirer, his party or possessions whilst on the premises. Waddington Studios Ltd cannot accept liability for loss or damage (including loss of earnings) incurred to the Hirer by circumstances that are out of the reasonable control of Waddington Studios Ltd, including (but not limited to) power cuts, fire, flood, acts of God, war, civil disturbance or industrial action.

Electrical Supply: Waddington Studios Ltd can provide up to 100 Amps approximately of electrical supply through single-phase 64amp and 32 amp sockets. Should the three phase system be required then please contact Waddington Studios before shoot date for further information as a qualified electrician may be required at hirers cost to implement such usage. Extra charges may be applied for use of three-phase system depending on usage requirements.

Consumables: Waddington Studios can provide a fridge stocked with consumable items of refreshment, these can be purchased at extra cost to the agreed Studio Hire charges, charges for these items will be added to the final invoice. It is the Hirers responsibility to check inventory of these items on commencement of the day of hire and make aware these additional charges to any associated persons present on the day of hire. Tea, coffee and milk is provided free of charge. Waddington Studios Ltd will make standard charges for use of its telephone system if required.

Parking: Waddington Studios Ltd can provide three parking spaces on the studio forecourt, which are free of charge, but these must be booked in advance. Waddington Studios Ltd permit the parking of generator trucks and catering trucks etc on this space should they be required, but must be informed of this requirement in advance. Vehicles are left at owners risk and Waddington Studios Ltd cannot be held responsible for any damage or theft of/from vehicles parked upon Waddington Studios forecourt.

Noise: Noise must be kept to a reasonable level. The playing of music at extremely high volume is not permitted. Waddington Studios Ltd management will at their sole discretion decide what constitutes a reasonable level of volume.

Payment terms: Payment must be made within 30 days of date of invoice. Waddington Studios reserve the right to charge statutory interest under the terms of The Late Payments Of Commercial Debts (Interest) Act 1998. Any disagreements with the invoice must be raised within 7 working days of the invoice date. In case of such disagreements proportional interest charges will be applicable to the disputed item/s should the 30 days payment period be exceeded? The Hirer agrees to indemnify Waddington Studios Ltd in the case of any costs arising from the recovery of any unpaid charges. Waddington Studios Ltd reserves the right to place invoice collection with a third party at any time.