# **Terms & Conditions**

#### **Studio Hire**

These terms and conditions are for hiring the studio(s). By agreeing to work with 69 drops Studio and booking the studio(s), you automatically agree to our terms and conditions.

### I. Definitions

In these conditions the following expressions have the following meanings:

- "69 drops Studio" and any of the partners or any servant agent employee or sub-contractor on behalf of 69 drops Studio.
- "The Customer"/"Client" any person or firm or company dealing with 69 drops Studio or any servant or employee of such a person firm or company.
- "Services" shall include all studio space or stage location facilities and the services of drivers and assistants and other personnel of 69 drops Studio or of any sub-contractor of the Company.
- "Equipment" shall include all fixtures and vehicles, lighting and other materials provided by 69 drops Studio or by its nominated sub-contractors.
- "Studio" the premises of 69 drops Studio for the time being where the services and equipment are provided.

#### II. General

- 1. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of 69 drops Studio.
- 2. Full details of the 69 drops Studio services and (non commercial) charge rates are set out on the Studio website. Prices and rates available on these pages and on the website may be varied by 69 drops Studio without notice.
- 3. the Customer shall inform 69 drops Studio whether they require a member of 69 drops Studio staff (at extra costs) to be on site to assist with equipment, lighting etc during the booking. Without this information it will be assumed that the Customer is confident and competent to use the studio un-aided, safely and professionally. A member of 69 drops Studio staff will arrive 10 minutes before the booking time to open up for the Customer. If the Customer is more than 30 minutes late for the booking, the Customer will forfeit the booking and the member of staff will no longer be on site.
- 4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of 69 drops Studio resulting from negligence or otherwise.

### III. Studio Hire

- 1. The Studio may be provisionally booked by telephone or email and the booking should be confirmed (email or telephone) within 24 hours of the provisional booking. The Customer will be required to pay the full amount of the hire fee as confirmation of the booking.
- 2. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by 69 drops Studio or by any statutory body or Local Authority.

- 3. The Studio is available for the exclusive use of the Customer named in the booking (and his party) 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 69 drops Studio.
- 4. Any materials used in connection with sets constructed by the Customer as well as any rubbish shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer otherwise 69 drops Studio will have to charge for this.
- 5. No alterations decorations or additions to the Studio are permitted without the consent of any partner of 69 drops Studio 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 69 drops Studio arising out of any breach of this Condition shall be paid by the Customer.
- 6. The Studio is supplied clean at the start of the hire period and all the costs of painting, repairing and maintaining this state are payable by the Customer. 69 drops Studio must be notified by the Customer at the start of the hire period if any aspect of the condition or decoration of the Studio is unacceptable. If no such notification is given the Studio will be determined to be of an acceptable standard for use by the Customer.
- 7. the Customer must include set up and take down/clean up time within the hours booked, to avoid overtime charges.
- 8. Noise levels must be kept to a reasonable level during studio hire bookings. Clients are asked to consider other occupants and neighbour residents when using the studios.
- 9. No animals are allowed in the Studios (except guide dogs) unless otherwise agreed with 69 drops Studio
- 10. No smoking is permitted inside the Studios or throughout the building.
- 11. No illegal activities are accepted and anyone not compliant will be asked to leave and/or police will be called.

# IV. Hire of Equipment and Services

- 1. All Equipment and services are supplied by 69 drops Studio entirely at the risk of the Customer. 69 drops Studio 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. The Customer is responsible for any loss or damage 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.
- 2. All Equipment supplied to the Customer is in good condition. The Customer must notify 69 drops Studio at the time of supply if the condition of the Equipment is not acceptable.
- 3. In no circumstances shall 69 drops Studio 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 without the written consent of 69 drops Studio:
  - 1. Remove the equipment from the Studio premises; or
  - 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 any untrained or unauthorised personnel; nor part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

- 5. Where at the request of the Customer, 69 drops Studio supplies to the Customer the services of a driver, assistant, sub- contractor, freelance 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 69 drops Studio shall not be liable for loss or damage of any kind however caused.
- 6. 69 drops Studio 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 69 drops Studio or any other person whose services are supplied to the Customer.
- 7. The hire period for services or Equipment cannot be extended otherwise than with the consent of 69 drops Studio.
- 8. Equipment must be returned promptly at the end of the hire period in good condition. The Customer shall pay or compensate 69 drops Studio for the replacement value (plus any administration fee) of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

# V. Payment and Additional Charges

- 1. Unless otherwise agreed in writing all transactions will be settled in agreement with 69 drops Studio payment terms set out in our terms and conditions before the commencement of the hire period. Clients not paying the full amount must settle accounts within 24 hours of the booking. Prices may be varied without notice to the Customer.
- 2. Overdue payments will incur interests at 15% per week 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 69 drops Studio. Or the agreed hire period ends whichever is later, 69 drops Studio will charge for additional hire hours at the hourly rate. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.
- 4. At the end of the hire period the Customer may be charged at the discretion of 69 drops Studio an additional rental where the Studio or any item of Equipment is delivered to or returned to 69 drops Studio in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment. Anything damaged will be charged at full price plus administration/restock charge.
- 5. Where 69 drops Studio is required to place a security deposit with any third party for the hire or acquisition of any item, equipment or construction material, such deposit shall be paid to 69 drops Studio by the Customer when the booking is made.
- 6. The price payable by the Customer shall be 69 drops Studio price for such goods and service current from time to time, as set out in the relevant Pro Forma Invoice/Quotation, which shall set out prices exclusive of VAT.
- 7. 69 drops Studio shall have a general lien on any film, tape, media or other equipment digital or otherwise or property in the possession of 69 drops Studio or in the Studio premises for the payment of any monies due to 69 drops Studio from the Customer.
- 8. Overtime charges are set at £75 per hour unless otherwise agreed in advance.
- 9. A £250 damages deposit might be required on the day of hire in Cash. Once the equipment and the Studio conditions have been inspected on the day, your deposit will be returned to you.
- 10. All rates are exclusive of VAT.

### VI. Exclusions of Liability

Subject as herein before mentioned 69 drops Studio 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:

- 1. any damage to or loss of property by the Customer or the Customers servants or agents or any third party.
- 2. any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by 69 drops Studio.
- 3. 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 69 drops Studio or the servants or agents of 69 drops Studio.
- 4. for any fines and/legal costs incurred by 69 drops Studio or the Customer for any activity connected with the hire of the Studio or Equipment.
- 5. any failure on the part of 69 drops Studio to comply with its obligations to the Customer due to any circumstances beyond the control of 69 drops Studio.

69 drops Studio cannot be held responsible for loss or damage to any equipment or personal property of the Customer. No Client related property will be covered by any insurance held by 69 drops Studio.

### VII. Indemnity

The Customer shall at all times keep 69 drops Studio indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against 69 drops Studio or the servants or agents of 69 drops Studio 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 69 drops Studio even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of 69 drops Studio its directors servants or agents save in respect of any death or personal injury caused by the negligence of 69 drops Studio as aforesaid. The Customer must ensure that they have their own public liability insurance for all persons in the studio during the hours of use, to cover any accident, injury or death.

### VIII. Minors

The Customer must ensure that all minors under the age of 16 are always be accompanied by a chaperone. Minors must have parent's or guardian's permission to be at the studio, and to be photographed or filmed as relevant.

## IX. Booking Reschedule and Cancellations

All bookings are final. Bookings are not refundable and not transferrable to another date/time unless otherwise agreed in writing.

Clients paying the "Commercial rate" that wish to cancel a booking can ask a 50% refund of the amount paid if 69 drops Studio is contacted 7 days or more before the booking date.

Clients paying the "Commercial rate" that wish to reschedule a booking can can do so if 69 drops Studio is contacted at least 10 days before the booking date.

"Commercial Rate" is classified at discretion of 69 drops Studio depending on the type of shoot and the number of people within the booking.

#### X. Termination

69 drops Studio may summarily terminate any hire contract with the Customer upon the happening of any (but not only) of the following events:

- 1. if the Customer shall fail to pay any of the monies due to 69 drops Studio or dishonour any cheque paid to it; or
- 2. 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
- 3. 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 69 drops Studio against the Customer prior to the date of termination.
- 4. Lateness of 30+ minutes from the start of the Customer booking will be considered a "no show" and the booking will be terminated. No refund will be issued. No Reschedule is permitted.

69 drops Studio may terminate any booking or hire contract if the Customer is found to be in breach of any of the terms and conditions.

### XI. Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England, Scotland, Wales and Northern Island.