

## **1. Booking Confirmation and Payment Terms**

1a. A booking is considered as confirmed after Mark Summers Ltd receives cleared balance payment or min 50% deposit.

1b. Clients must make a full balance payment (including any agreed security deposit) on or by 2 days (48 hours) before booking start time, and failure to do so will result in termination of scheduled shoot without refund or notice.

Full balance payment is required to secure and confirm bookings made with 2 days (48 hours) of booking start time.

## **2. Booking times**

2a. Bookings times start as per confirmed time and if a client is late, agreed booking time still begins.

## **3. Set up and Take down time**

3a. Clients must include set up and take down/clean up time within the hours booked, to avoid overtime charges.

## **4. Cleaning & leaving the studio in reasonable state**

4a. Studio or venue space must be left in reasonable state at the end of clients booking to avoid additional cleaning charges (at discretion of Mark Summers LTD).

4b. For events and large shoots with 8+ people, we have a standard cleaning charge of £50-£100 (rate to be agreed prior to booking and is depending on size and nature of the booking, and space being booked). The cleaning charge is based on leaving the space in reasonable state and a higher rate is chargeable if the space is left particularly dirty. Any additional cleaning charges are taken out of security deposit payments.

## **5. Number of Attendees.**

5a. We have a Maximum number of attendees, which must be stated when being hired. The specified maximum attendees must not be exceeded for security and safety reasons and we reserve the right to refuse entry or terminate a booking if a venue space is at capacity.

## **6. Security Deposit**

6a. We have a Holding/Security Deposit of £150. The security deposit will be returned at the end of the booking (minus any deductions due to damage, additional cleaning fee, additional attendees or overtime).

6b. Security deposits are held as security against breach of terms and the full amount will be lost if any stated terms are breached by the client or their guests.

## **7. Minors**

7a. Clients must ensure that all minors under the age of 16 are always accompanied by a chaperone. Minors must have parent or guardian's permission to be at our premises.

## **8. Use of Equipment**

8a. If your booking comes with lighting, or other equipment, all equipment used must be returned promptly at the end of the hire period in the original condition, and the client is liable for repair or replacement cost for any missing or damaged equipment.

8b. Clients may not without the written consent of Mark Summers Ltd, remove the equipment from the studio premises; modify or alter or tamper with the equipment in any way; use the equipment in a manner not recommended by the manufacturer; nor allow the equipment to be used by any untrained or unauthorised personnel.

8c. Any required equipment, prop or studio booking add-ons must be requested and added to booking in advance to ensure availability. We cannot guarantee the availability of any equipment or prop where it has not been specifically requested, confirmed and added to your booking.

## **9. Breakages, Losses and Damages**

9a. Clients are responsible for any breakages, losses or damages caused to the premises or equipment by the client, or any other person(s) during booking time.

9b. All equipment used is at the risk of the client, Mark Summers LTD shall not be liable to the client for any loss, damage, expense, or for any consequential loss (including loss of profit) arising out of or in connection with; any damage to or loss of property by the client or third party; any breakdown, stoppage or failure of the facilities/equipment provided by Mark Summers LTD.

9c. Alterations or an addition to our premises or equipment is not permitted without prior written consent.

9d. Clients must check any equipment provided and must notify Mark Summers LTD at the time of supply if equipment is damaged or if the condition of the equipment is not

acceptable. The client is responsible for any breakages or damage if Mark Summers LTD was not notified at the time of supply.

## **10. Booking Changes and Cancellations**

10a. Studio hire booking times can be changed with RE-BOOKING FEES as stated below, which depend on notice time provided:

- 7 days (168 hours) or more notice time provided (from start time of booking): Rebooking fee equal to 10% of total booking fee.

- Less than 7 days and more than 2 days (168 hours to 48 hours) notice time provided (from start time of booking): Rebooking fee equal to 25% of total booking fee.

- Less than 2 days (48 hours) notice time provided (from start time of booking): Rebooking fee equal to 50% of total booking fee.

10b. Studio hire bookings can be cancelled with CANCELLATION FEES as stated below, which depend on notice time provided:

- 7 days (168 hours) or more notice time provided (from start time of booking): Cancellation fee equal to 25% of total booking fee.

- Less than 7 days and more than 2 days (168 hours to 48 hours) notice time provided (from start time of booking): Cancellation fee equal to 50% of total booking fee.

- Less than 2 days (48 hours) notice time provided (from start time of booking): Cancellation fee equal to 100% of total booking fee.

## **11. Termination**

11a. Mark Summers LTD may terminate any booking or hire contract if the client is found to be in breach of any of the terms and conditions.

## **12. Noise**

12a. Speakers are provided and Music can be played inside premises at a moderate and reasonable (at discretion of Mark Summers LTD). Noise levels outside of our premises must be kept to a reasonable level during bookings. Clients are asked to consider other occupants and neighbour residents when using our facilities.

## **13. Littering and Waste Disposal.**

13a. Clients must not litter and drop waste on the inside or outside of our premises, and must put all litter in internal bins or in specified rubbish and recycling skips which are located outside of our premises. Additional bin bags will be provided and clients are responsible for ensuring all waste is disposed off and outside spaces are kept clean and litter free. Failure to do so will result in additional charges.

#### **14. Use of Colorama**

14a. Standard use of colorama is included in the hire (grey/ white). Any excessive use of the colorama will be charged at an additional £50.

#### **15. Non-Solicitation**

15a. Clients will not directly, indirectly, or on behalf of others; solicit, induce, recruit, encourage or otherwise endeavour to cause or attempt to cause any employee, previous employee or consultant of Mark Summers Ltd to perform any business/services to the Client, or to terminate their relationship with Mark Summers Ltd.

#### **16. Variations**

16a. These Terms and Conditions are valid at time of booking and are subject to variation. Clients will be notified of any variations prior to booking.

#### **17. Applicable Law**

17a. The laws of the United Kingdom shall govern all agreements.