

HIRE AGREEMENT

“The Smart App-artment” 41 Windmill St. W1T 2JY

THIS AGREEMENT is dated the XXX day of XXX 2014,

BETWEEN

1. PARTIES

- 1.1 Fitzrovia AV Ltd (“Owner”) of 37 Windmill St London W1T 2JU; and
- 1.2 XXXXXXX (registered in England and Wales under Co no XXXXX whose registered office is XXXXXX) (“Licensee”)

NOW IT IS HEREBY AGREED as follows:

2. DEFINITIONS

**DAMAGE** All minor damage to any fixtures, fittings, furniture or design of the Property, including but not limited to all scratches, marks, or any other damage to any surface of the Property, and all major damage to the Property whatsoever, including but not limited to, damage to the Property by way of all usual insurable risks.

**DATES/TIMES** XXXXX XXXXXXXXXXXX 2014 XXXXXXXXXXXX HRS

**DEPOSIT** £ XXXX Ex VAT

**EXTENSION FEES** A fee of the hourly rate (calculated according to the Dates/Times and Location Hire Fees).

**OVERRUN FEES** A fee of £1000.00 per half day or part thereof.

**LOCATION HIRE FEES** The fee agreed for the Dates/Times of £ XXXX + VAT and any Over-Run Fees and/or Extension Fees.

**LOSS** All direct loss howsoever arising, by way of theft, damage or otherwise.

**PAYMENT DATE** XXXX

3. RECITAL

- 3.1 The Licensee agrees to hire the Property and will pay the Location Hire Fees.
- 3.2 The Owner is willing to licence to the Licensee the Property for the Dates/Times in consideration of the Location Hire Fees

#### 4. LICENSEES RIGHTS & OBLIGATIONS

4.1 The Owner permits the Licensee, its employees and persons authorised by it to enter upon and use those parts of the Property at their own risk.

4.2 The Owner grants to the Licensee the non-exclusive right and licence to:

4.2.1 For the Dates/Times enter and make use of the, subject to the Owner's representative retaining the right to enter the Property for the purposes of inspection at all reasonable times and for the purposes of access where such need unavoidably arises, such requirements for access to be notified to the Licensee as soon as possible and for the avoidance of doubt the Owners shall in the case of emergency have full right and liberty to enter the Property and do anything that is reasonably necessary on the Property pursuant or ancillary to the Owner's statutory undertaking subject to the Owner using all reasonable endeavours not to interfere with any equipment of the Licensee on the property.

4.3 The Licensee admits that it has inspected the Property and carried out an inventory and a risk assessment and exercises any rights granted by this Agreement at the Licensee's own risk.

4.4 The Licensee shall not leave on any part of the Property any goods of any kind bottles or rubbish or other materials or obstruction of any description whatsoever and in the event of any breach by the Licensee of this clause the Owner shall be entitled without notice to remove anything so left without being liable for any damage or loss occasioned by such removal. The Licensee shall indemnify the Owner against all reasonable costs claims and expenses lawfully arising from such removal.

4.5 The Licensee will carry out whatever is necessary to return the Property to the condition in which it was found at the beginning of the Dates/Times by the end of the Dates/Times. If the Licensee fails to perform in these duties it agrees to pay the full reasonable cost of making good any Damage or Loss to the Property caused by the Licensee, including paying all reasonable costs of cleaning services. The Owner will notify the Licensee in writing that it is liable for any cleaning or rubbish removal within 24 hours of the completion of Dates/Times and of any Damages within 7 days of completion of Dates/Times or any Over-Run/Extension. In the event that any period of repair of Damages or alterations at the Property exceeds the Dates/Times due to the act or omission of the Licensee then the Licensee will be liable to pay Over-Run Fees at the Owner's discretion.

4.6 The Licensee acknowledges that in the event that it has not viewed or inspected the Property prior to signing this Agreement that the Owner shall be liable for any inaccuracy or change in its condition as depicted by any marketing material or description and the Licensee shall remain subject to the terms and conditions of this Agreement irrespective and the Location Hire Fees will remain payable.

4.7 The Licensee shall at all times during and at the end of the Dates/Times be responsible for the health and safety of all personnel accessing the Property during the Dates/Times.

#### 5. PAYMENT

5.1 The Licensee will ensure that the owner has received payment of the Location Hire Fees, deposit and any VAT in full by arranging a bank transfer upon signature of this Agreement and no later than the Payment Date.

5.2 The Owner reserves the right to demand payment by alternative methods i.e. credit card from the Licensee if the Location Hire Fees and any VAT have not been paid to the owner by the Payment Date, failing which the Owner may terminate this Agreement and prevent the Licensee from entering the Property.

5.3 In the event of cancellation after signature of this Agreement by the Licensee, the Location Hire Fees and any VAT shall remain due and payable.

5.4 After deducting from the Deposit any agreed cost of Damage/Loss to the Property/Owner or any other sums outstanding, including without limitation, Over-Run, Extension and Utilities Fees, the balance remaining, if any, shall

be repaid to the Licensee by the Owner by cheque via the post, following the termination of this Agreement and within 10 working days of re-instatement being complete.

5.5 The Owner reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998

5.6 Overrun fees will be paid within 7 working days of the end of the overrun.

## 6 INSURANCE AND INDEMNITY

6.1 The Licensee will obtain at its own cost sufficient insurance policies to cover its liabilities under this Agreement, including public liability insurance that indemnifies the Licensee against all legal liabilities to any third party for death, injury and Damage to property arising out of the error or omission or negligent, deliberate or accidental act of the Licensee, its servants or agents.

6.2 The Licensee will indemnify and keep indemnified the Owner against all actions, proceedings, reasonable costs, claims, damages and demands which may be brought or made against the Owner in respect of accident, loss or injury to any person or damage to the Owner's property arising out of the negligent or reckless act of the Licensee, its servants or agents and save to the extent that any liability for the same shall at law be the Owner's and provided that the Owner notifies the Licensee as soon as it becomes aware of the same and that the Owner does not settle or compromise any claim without the prior written consent of the Licensee. The foregoing shall not apply to any loss or damage caused by Owner's breach, negligence or wilful misconduct.

## 7. WARRANTIES

9.1 The Owner warrants and undertakes with the Licensee that the Owner has the legal power and authority to enter this Agreement in respect of the Property and the legal authority to grant the rights granted herein without the need for consent by any other person.

9.2 For the purpose of this Agreement the Owner shall be deemed to include the person in occupation including the freeholder, any leaseholder, any tenant, a properly appointed agent, manager or representative who hereby warrants and undertakes together with their principal if appropriate that they have the power or authority to grant the rights granted herein.

## 10. RESTRICTIONS AND INADEQUACY OF DAMAGES

10.1 The Licensee shall not, without additional agreement of the Owner not to be unreasonably withheld, be entitled to film or photograph on or at the Property. Unauthorised filming or photography will constitute a breach of this Agreement by the Licensee and no permission to use or exploit such material is granted. Any such filming shall constitute a material breach of this Agreement and the Owner shall be entitled to seek to recover any Loss or damages suffered howsoever arising.

10.2 In the event of non-payment of monies, invalidated insurance or if required by any statutory or local authority or if proceedings are commenced against the Owner by any third party as a result of the use of the Property by the Licensee the Owner may at its sole discretion prohibit the Licensee from accessing the Property for any purpose.

10.3 Without prejudice to the Owner's rights detailed in Clause 10.2, in the event of a breach by the Licensee of any of its obligations hereunder the Owners rights shall be limited to an action at law for damages and the Owner shall in no event be entitled to rescind this Agreement or seek injunctive or other equitable relief or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Production or the rights granted hereunder.

### 11. DISPUTE RESOLUTION

11.1 In the event of a dispute between the Parties regarding the Owners release of monies from any Deposit, where the disputed value is not more than £1000.00 plus any VAT the Owners decision to release funds shall be final and binding on the Parties.

### 12. GENERAL

12.1 In this Agreement, force majeure will mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to either acts, events, omissions or accidents beyond the reasonable control of the party so prevented which may include, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination or sonic boom, but nothing else.

12.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party will forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure, and will, subject to service of such notice and having taken all reasonable steps to avoid such prevention or delay, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations. The corresponding obligations of the other party will be suspended to the same extent.

12.3 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure will take all steps as are necessary to bring the force majeure event to a close or to find a solution by which the agreement may be performed despite the continuance of the force majeure event.

12.4 The Licensee may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without having obtained the prior written consent of the Owner.

12.5 This Agreement constitutes the entire agreement and understanding between the Owner and Licensee and the Parties hereto intend to be bound by the terms and conditions set out herein. No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.6 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement if some part of the provision may be deleted or the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable, and the Agreement shall remain in full force and effect.

12.7 This license does not give the Licensee any estate, right or interest in the Property except as is necessary for the exercise of the rights expressly conferred on it by this license and it does not exclude the Owner from the possession and control of the Property. The Licensee shall not impede in any way the officers, servants or agents of the Owner in the exercise by them of the Owner's right of possession of the Property.

12.8 This Agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

The Owner hereby agrees that in the event of any default of any of the terms of this Agreement by the Licensee, the Owner's only remedy shall be an action at law for damages, if any, actually suffered by the Owner. In no event shall the Owner be entitled to rescind this Agreement, receive injunctive or other equitable relief or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Film or the rights granted hereunder.

Please signify your approval of and agreement to the above by signing this document and keeping a copy.

**Cornflake:**  
37 Windmill Street  
London  
W1T 2JU

**Telephone:**  
+44 (0)20 7323 4554

**Website:**  
[www.cornflake.co.uk](http://www.cornflake.co.uk)  
**Email:**  
[info@cornflake.co.uk](mailto:info@cornflake.co.uk)

**Registered Details:**  
**Fitzrovia AV Ltd**  
Number: 06624584,  
Registered in England and Wales  
**Registered Address:**  
42 Lytton Road, Barnet, Herts  
London EN5 5BY, UK.

**For the Licensee:** Name .....

Date .....

Signature .....

**For the Owner:** Name .....

Date .....

Signature .....