

cherryduckstudios

Terms & Conditions

I. Definitions

UK IMAGE LTD. trading as CHERRYDUCK STUDIOS and CHERRYDUCK PRODUCTIONS -
TERMS AND CONDITIONS

In these conditions the following expressions have the following meanings:

"CDS" CHERRYDUCK STUDIOS.

"The Customer" any person or firm or company dealing with CDS 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 CDS or of any sub-contractor of the Company.

"Equipment" shall include all fixtures and vehicles lighting and other materials provided by CDS or by its nominated sub-contractors.

"Studios" the premises of CDS for the time being where the services and equipment are provided.

II. General

1. CDS will insure the Studio and the Equipment against all normal insurable risks but not further or otherwise. The Customer must effect its own insurance cover against consequential loss of 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 CDS 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 CDS.
3. Full details of the CDS services and charge rates are set out in the CDS Price List which may be varied by CDS without notice.
4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of CDS resulting from negligence or otherwise unless permitted by Statute.

III. Studio Hire

1. The Studio is available for daily use between 0800 hrs and 1800hrs. Use outside these hours shall be charged at the published overtime rates unless previously agreed in writing by CDS.
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 will be billed at the full rate plus any costs incurred by CDS by way of expenses. The Customer will receive credit against such cancellation charges if the Studio is re- booked to another customer. This does not apply to Event/Product launches, which once confirmed have to be paid for in full.

3. Bookings may only be extended with the prior consent of CDS.
4. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by CDS or by any statutory body or Local Authority.
5. 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 CDS.
6. 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.
7. 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.
8. No alterations decorations or additions to the Studio are permitted without the consent of CDS 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 CDS arising out of any breach of this Condition shall be paid by the Customer.
9. The Studio is supplied clean with a white painted cove if applicable at the start of the hire period and all the costs of painting maintaining this state are included in the hire. CDS must be notified by the Customer at the start of the hire period if any aspect of the condition or decoration of the Studio or the cove is unacceptable. If no such notification is given the Studio and cove and decoration will be determined to be of an acceptable standard for use by the Customer. Special painting requirements should be notified to the Studio manager at least 48 hours in advance and the proposed requirement will be price quoted.
10. Each studio has a complimentary parking space per booking. Additional parking spaces are charged at £10 plus Vat per space.

IV. Hire of Services and Equipment

1. All Equipment and services are supplied by CDS entirely at the risk of the Customer. CDS 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 CDS at the time of supply if the condition of the Equipment is not acceptable.
3. There is a surcharge of £75 plus Vat if a client would like to bring in their own lighting and equipment.
4. In no circumstances shall CDS 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.

5. The Customer may not without the written consent of CDS: (i) Remove the equipment from the Studio premises; or (ii) modify or alter or tamper with the Equipment in any way; nor (iii) use the Equipment in a manner not recommended by the Manufacturer; nor (iv) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.
6. Where at the request of the Customer CDS 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 CDS shall not be liable for loss or damage of any kind however caused.
7. CDS 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 CDS or any other person whose services are supplied to the Customer.
8. The hire period for services or Equipment cannot be extended otherwise than with the consent of CDS.
9. 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 CDS 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.
10. Bookings and cancellations must be made in accordance with the Conditions 2 and 3 of Paragraph II above.

V. 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. Any invoice queries must be raised within 30 days of the date of invoice.
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 CDS. CDS reserves the right to make an additional hourly labour charge to cover any costs incurred by CDS pursuant to condition 9 paragraph III above.
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 CDS an additional rental where the Studio or any item of Equipment is delivered to or returned to CDS in a bad or damaged condition so as to preclude use or hire of the

said Studio or Equipment.

6. Where CDS is required to place a security deposit with any third party for the hire of any item of equipment such deposit shall be paid to CDS by the Customer when the booking is made.
7. CDS shall have a general lien on any film, tape, media or other equipment or property in the possession of CDS or in the Studio premises for the payment of any monies due to CDS from the Customer.

VI. Exclusions of Liability

Subject as hereinbefore mentioned CDS 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 CDS. (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 TBS or the servants or agents of CDS.
- c) for any fines and/legal costs incurred by CDS or the Customer for any activity connected with the hire of the Studio or Equipment.
- d) any failure on the part of CDS to comply with its obligations to the Customer due to any circumstances beyond the control of CDS.

VII. Indemnity

The Customer shall at all times keep CDS indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against CDS or the servants or agents of CDS 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 CDS even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of CDS its directors servants or agents save in respect of any death or personal injury caused by the negligence of CDS as aforesaid.

VIII. Termination

CDS 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 TBS 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 CDS against the Customer prior to the date of termination.

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