

ALCONBURY WEALD STUDIOS – BOOKING TERMS AND CONDITIONS

All studio hire bookings are subject to the following terms and conditions. Please ONLY complete your booking form when you have read and agree with the terms and conditions below.

DEFINITIONS

In these terms and conditions the following expressions have the following meanings:

"AWS" means Alconbury Weald Studios Ltd, a company registered in England & Wales whose company registration number is 11640537 and whose registered address is 1015 North Gate, Alconbury Weald, Huntingdon, Cambridgeshire, PE28 4WX;

"Charges" means all fees or other costs payable to AWS or its subcontractors which are incurred by the Client in connection with the Studio hire;

"Client" means a person or company as detailed on the booking form who purchases services from AWS and includes all persons attending AWS premises as part of the client's party including but not limited to employees, directors, freelancers, models, hair / makeup artists, builders and any other person working on a paid or unpaid basis with, for or on behalf of the client and includes for the avoidance of doubt the client's customer(s);

"Confirmed Booking" means a definite booking where the Client has returned a signed booking form committing to book the Studio for the Hire Period. Cancellations of Confirmed Bookings will be subject to the cancellation policy as detailed below;

"Equipment" means all fixtures, lighting, props and other appliances supplied by AWS or its nominated suppliers;

"Hire Period" means the time period (including any set-up and de-rig time required) for which the client has booked the Studio, related facilities and/or equipment as stated on the booking form;

"Provisional Booking" means a tentative booking where a Client has requested that studio space be held without commitment by either the Client or AWS;

"Studio" means the area or areas as stated on the booking form; and

"Terms and Conditions" means the terms of business as set out in this and associated documents including the booking form. For the avoidance of doubt, any changes or additions to these terms must be agreed in writing in advance by AWS.

1. HIRING THE STUDIO

- 1.1. Where a Provisional Booking is made and AWS receives other potential booking enquiries then AWS will refer back to the Client with the options of either cancelling or confirming the Provisional Booking. *Where the Client does not confirm any Provisional Booking within 2 (two) hours of being requested to do so then AWS may at its sole discretion cancel the Provisional Booking.*
- 1.2. The Client will not be given access to the Studio until they have a Confirmed Booking and any payment due for the hire session has been received.

2. PAYMENT AND CANCELLATION POLICY

- 2.1. Unless otherwise agreed in writing in advance by AWS, all Charges must be paid in full at or before the start of the Hire Period. Late payments will be subject to an accumulating, statutory late payment penalty. In the event of a cancellation of a Confirmed Booking, the following cancellation charges will apply:
 - a. Less than 7 days to the start of the Hire Period: 50% of the Charges
 - b. Less than 48 hours to the start of the Hire Period: 100% of the Charges
- 2.2. AWS reserves the right to make additional charge(s) for labour and materials to cover any costs incurred by AWS as the result of any failure by the Client to comply with these terms and conditions.
- 2.3. Any additional charges incurred during the Hire Period, e.g. overtime, will be raised in an invoice and the Client shall pay this upon receipt of the invoice.

3. USE OF STUDIO SPACE AND EQUIPMENT

- 3.1. From time to time, AWS may implement additional policies and procedures for the purposes of public health and/or safety. Any such policies and procedures will be communicated at the time of booking and form an integral part of these Terms and Conditions. For the avoidance of doubt failure to abide by any such policies and procedures as communicated at the time of booking shall be considered a breach of these Terms and Conditions.
- 3.2. Unless otherwise agreed in advance by AWS the Client shall only use the Studio for photography and / or filming or audio productions and only for the Hire Period.
- 3.3. The production of pornography at the studios is prohibited.
- 3.4. There are CCTV cameras in all areas (except changing / toilet areas) throughout the studio and grounds. The ICO registered data controller is Cambridge One Ltd based at Alconbury Weald Studios. Cambridge One Ltd and AWS will not share any CCTV footage with third parties unless we are required or requested to do so by a legally competent authority such as a court or police force. CCTV cameras will not be turned off for any shoots and the Client must not interfere with any cameras. Any attempt to obstruct or otherwise disable CCTV cameras will result in the immediate cancellation of your booking and you will be

asked to leave the studio. No refunds will be given if your booking is cancelled as a result of this clause 3.4 or if you decide to cancel your shoot as a result of a refused request to turn cameras off.

- 3.5. The Client is not permitted to sub-contract, sublet or otherwise delegate the booking in part or in whole to any third party without the prior written consent of AWS.
- 3.6. The Client shall be responsible for insuring their own equipment and personal property at all times. Under no circumstances will AWS or its insurers entertain any claims arising out of any failure of the Client to effect its own insurance. The Client agrees to maintain its own insurance policies including public and/or employers liability to cover all members of the Client's party on AWS premises against any accident, injury, death or other claim.
- 3.7. Nothing shall be done or permitted on AWS premises (including the studio grounds) which may cause nuisance, damage or disturbance to the owners or occupiers of adjacent premises. The Client agrees to abide by the general site rules of Alconbury Weald as communicated during the booking process.
- 3.8. No smoking is allowed on any part of the studio premises except the designated smoking area. Use of pyrotechnics, fireworks, haze and smoke or similar machines or other naked flame must be agreed in advance with AWS and, if requested, risk assessment, method statements and/or proof of relevant insurance cover must be provided no later than seven days before the start of the Hire Period or such use will not be allowed.
- 3.9. If smoke alarms are set off as a result of a failure to abide by the terms in clause **Error! Reference source not found.** then a reset charge of £100 will be imposed and in the event of a repeat alarm trigger your booking may be immediately cancelled without refund and you will be asked to leave the studio premises.
- 3.10. Where vehicles (other than those used by the Client as transport to the studio) or any other devices using combustible fuel are stored on AWS premises, including as subjects for filming or photography, the Client shall ensure that only minimal fuel is on-board. No other combustible materials or devices (including petrol cans or space heaters containing gas cylinders etc) may be stored within AWS premises. Please note that this is a requirement of our insurers and no exceptions are possible.
- 3.11. Noise shall be kept to a reasonable level and the Client agrees to reduce the noise level if requested to do so by AWS or its representatives.
- 3.12. The Client shall take all reasonable steps to ensure that AWS premises and equipment are not damaged, removed or altered in any way.
- 3.13. The Client is responsible for ensuring that the security and fire alarm systems are not tampered with or activated except in instances believed to be a genuine emergency.
- 3.14. The Client shall abide by all relevant statutory health and safety procedures.
- 3.15. All sets constructed by the Client shall be removed immediately from AWS premises by the end of the Hire Period. AWS waste removal is charged by weight and failure to remove sets or building materials by the Client will incur disposal and cleaning charges which the Client agrees to pay. If required, AWS can also arrange skip(s) and invoice to the Client.
- 3.16. The Studio shall be immediately returned to AWS at the end of the Hire Period in the same condition as at the start of that period. No alterations, decorations or additions to AWS premises are permitted without the prior written consent of AWS. The Client will pay any charges incurred by AWS arising out of any breach of this clause 3.16.
- 3.17. Unless otherwise agreed by AWS, the Client shall be responsible for removing all its belongings from AWS premises by the end of the Hire Period.
- 3.18. The Client shall not become intoxicated or behave in such a manner which would result in them being unable to safely occupy AWS premises or operate any equipment.
- 3.19. The Client must ensure that all persons under the age of 18 have parental or legal guardian permission to be at AWS premises for the relevant purpose during the Hire Period.
- 3.20. The Client shall ensure that they do not perform any illegal acts or create anything which is illegal or which infringes any applicable laws or third party rights whilst on AWS premises.
- 3.21. Where Equipment is used, the Client may not without the written consent of AWS:
 - a. remove the Equipment from AWS premises; or
 - b. modify, alter or tamper with the Equipment in any way; or
 - c. use the Equipment in a manner not recommended by the manufacturer; or
 - d. allow or suffer the Equipment to be used by any untrained or unauthorised personnel; or
 - e. part with possession sell, pledge or encumber or suffer any lien to be created on the Equipment.
- 3.22. Where at the request of the Client AWS recommends to the Client the services of assistants, sub contractors, freelancers or other persons, such persons shall be deemed to be part of the Client's party and the said services shall be deemed to be rendered by the Client and AWS shall not be liable for loss or damage of any kind however caused.
- 3.23. Equipment must be returned promptly at the end of the Hire Period in good condition. The client shall pay or compensate AWS and/or its subcontractors for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return Equipment on time.

3.24. AWS is not responsible for food prepared or consumed on AWS premises by the Client or any other third party and this is done at the Client's own risk.

4. BREAKAGES, LOSSES AND DAMAGES

4.1. The Client is responsible for all costs resulting from breakages, losses or damages to AWS premises, grounds, AWS equipment and the Equipment caused by the Client whether deliberate or accidental.

4.2. The Client shall pay any costs incurred by AWS arising out of any breach of these terms by the Client.

4.3. The Client must notify AWS at the time of supply if the Equipment is any way defective.

5. EXCLUSION OF LIABILITY

5.1. AWS shall not be liable 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 the following:

a. Any damage to or loss of property by the Client; or

b. Any breakdown, stoppage or failure of the facilities and equipment provided by AWS; or

c. Any death or injury to any Client or employee/associate occasioned by the use of the studio or any equipment unless such death or injury is directly attributable to the negligence of AWS or its employees; or

d. For any fine and/or legal costs incurred by AWS or the Client for any activity connected with the hire of the AWS premises, equipment and services; or

e. Any failure on the part of AWS to comply with its obligations to the Client due to any circumstances beyond the control of AWS including but not limited to any restrictions imposed by relevant authorities as a result of a public health or other emergency.

6. TERMINATION

6.1. AWS may terminate any hire contract if the Client is in breach of any of these terms and conditions with immediate effect whilst still retaining the right to invoice the client for any Charges.

6.2. AWS may also terminate any hire contract without penalty if it reasonably believes it is required to do so by Government or other relevant authority legislation, regulation and/or public health or safety advice. In the event that a hire contract is terminated in line with this clause 6.2 then AWS will refund any hire deposit which may have been paid by the hirer within seven (7) days of the cancellation and neither party shall have any further financial obligation toward the other party.

7. JURISDICTION

Any agreement arising out of these terms and conditions shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over all matters arising out of it.