

**STANDARD TERMS AND CONDITIONS  
FOR STUDIO AND EQUIPMENT HIRE**



**LOFT STUDIOS**

*Kensal Green, London*

Dated: 01/09/2018

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Account Customer:** A Hirer who has a current monthly account facility with Loft Studios Ltd. The term Hirer shall include account customer where appropriate.

**Associated Company:** Any and all of the companies associated with Loft Studios Ltd including Film Plus LLP and Film Plus Ibiza SL.

**Breakdown:** means any failure or stoppage in the proper mechanical functions of the Equipment.

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Cancellation Fee:** means the fee payable by the account customer/ non-account customer in accordance Clause 4.4 below if they serve notice to cancel the hire of the Equipment.

**Commencement of Hire:** in respect of Equipment that shall be the date and time of Delivery unless the Equipment is delivered at the Site outside the Loft Studios Ltd Premises in which case the Commencement of Hire shall be the date and time the Equipment leaves the Studio. In respect of the Studio this shall be the time stated on the confirmation agreement.

**Conditions:** these terms and conditions as amended from time to time.

**Delivery:** the transfer of physical possession of the Equipment to the Hirer from Loft Studios Ltd's Premises.

**Deposit:** means the sum payable by the non- account customer in accordance with Clause 4.3 below to secure the hire of the Equipment.

**Equipment:** the items of equipment listed in the Order, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Hire:** the purpose for which the Studio has been hired by the Hirer, namely for the purposes of photoshoots and/or video shoots and/or film shoots.

**Hirer:** The party identified in Schedule 1 to these Conditions.

**Hirer Manager:** The manager of the party identified in Schedule 1 to these Conditions.

**Loft Studios Limited:** A company registered in England and Wales with company number 10808363 and registered address of 77-81 Scrubs Lane, Kensal Green, London, NW10 6QU.

**Non- Account Customer:** Any customer of Loft Studios Ltd who is not an account customer.

**Order:** the Hirer's written acceptance of the quotation which has been agreed between the parties relating to the terms and details of the hire of the Studio and/or Equipment from time to time, including but not limited to, the Daily Rate, Rental Payments and details relating to the Studio and/or Equipment, Standard Delivery Fees and any discounts for any accelerated payments. The Order is annexed to these Conditions and forms part of these Conditions.

**Premises:** The Studios or other facility at Loft Studios Ltd's premises located at 77-81 Scrubs Lane, London NW10 6QU as set out in the Order.

**Rental Payments:** the payments made by or on behalf of Hirer for hire of the Equipment as set out in the Order.

**Rental Period:** the period of hire agreed between the parties from time to time.

**Risk Period:** as defined in Clause 22.2.

**Services:** the services, supplied by Loft Studios Ltd to the Hirer as set out in the Order annexed to these Conditions.

**Site:** the Hirer's premises at which the Equipment is to be located as specified in the Order.

**Studio:** means a studio, studio(s) or other facility at Loft Studios, 77-81 Scrubs Lane, London, NW10 6QU.

**Studio Description:** means the written description of the Studio which is available on request from Loft Studios Ltd.

**Studio Producer:** means the assigned Studio Producer who coordinates and liaises with the Hirer for the hiring of the Studio.

**Studio Manager:** means the assigned Studio Manager at Loft Studios Ltd.

**Total Loss:** the Equipment is, in Loft Studio Ltd's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated.

1.2 Construction. In these Conditions, the following rules apply:

(a) All of these Conditions shall apply to the supply of both Equipment, Hire and Services by Loft Studios Ltd except where reference to one or the other is specified.

(b) All of these Conditions shall apply to any Order made by a Hirer with a Loft Studios Ltd Associated Company as if it had been made with that Associated Company and the Hirer directly.

(c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d) A reference to a party includes its personal representatives, successors or permitted assigns;

(e) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(f) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(g) A reference to writing or written includes faxes and e-mails.

**2. STUDIO AND EQUIPMENT HIRE**

2.1 The Studio and / or Equipment is described in the Hirer's Order and subject to any subsequent amendment or additional Order agreed with Loft Studios Ltd in writing.

2.2 The Hirer shall hire the Studio and / or Equipment from Loft Studios Ltd subject to the Conditions of this agreement.

2.3 Loft Studios Ltd shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Studio and / or Equipment.

2.4 The Hirer must inform Loft Studios Ltd of any change in its address and inform Loft Studios Ltd, at Loft Studios Ltd's request, of the whereabouts of the Equipment, immediately and in writing.



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## SECTION A: EQUIPMENT HIRE

### 3. RENTAL PERIOD

3.1 The Equipment Rental Period starts on the Commencement of Hire and shall be calculated on the following basis:

- (a) 1 day: Any 24-hour period commencing from the time the Equipment leaves Loft Studios Ltd's Premises until the same time the following day;
- (b) 1 week: Any continuous period of 7 days calculated in accordance with Section 3.1(a) above;
- (c) 1 month: Any continuous period of 30 days calculated in accordance with Section 3.1(a) above;
- (d) Weekend: The period from 4.00 p.m. on Friday to 10.00 a.m. on Monday, which is to be calculated as a period of one day for the purposes of these terms and conditions;
- (e) Early Pick-Up: Provided that the Equipment is available, the Equipment may be collected or delivered (as agreed between the parties) after 4.00 p.m. the day before the Commencement of Hire starts and returned by 10.00 a.m. the day after the end of the Rental Period without incurring further charges. If the Hirer requests an Early Pick-Up, they may be charged for an additional 24-hour period of hire in accordance with 3.1(a) above.

3.2 Loft Studios Ltd will use all reasonable endeavours to have each item of specified Equipment available for hire on the Commencement of Hire but shall not incur any liability whatsoever in the event of any non-availability due to failure by another customer to return the Equipment, unforeseeable mechanical Breakdown or any other circumstance beyond its reasonable control.

3.3 Once the Hirer has entered into and signed these Conditions, it shall not be entitled to a refund for any Equipment, unless, Loft Studios Ltd, in their sole and absolute discretion, decide to issue a refund, whether in whole or in part.

### 4. RENTAL PAYMENTS

4.1 The Rental Payments for the Hire of the Equipment shall be as agreed by the Hirer and Loft Studios in the Order annexed to these Conditions.

4.2 The Rental Payments must be paid in accordance with this Clause 4 of these Conditions.

4.3 The Deposit is a deposit against default by a Hirer who is a Non-Account Customer of payment of any Rental Payments or any loss of or damage caused to the Equipment. The Non-Account Customer shall, on or before the Commencement of Hire, pay a Deposit to Loft Studios Ltd of equivalent to the full value of any Equipment hired and a Deposit, if required, in respect of any Studio hired. If the Hirer causes any loss or damage to the Studio and / or Equipment (in whole or in part), Loft Studios Ltd shall be entitled to apply the Deposit against such default, loss or damage. Provided there is no loss or damage to the Studio and / or Equipment or any other circumstances in which Loft Studios Ltd reasonably believes the Deposit should be retained and not refunded to the Hirer, the Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period. If, in the reasonable opinion of Loft Studios Ltd, the costs of repairing any damage to the Equipment exceeds the sum of the Deposit paid by the Customer, Loft Studios Limited shall invoice the Hirer for any additional sums owed to Loft Studios Limited and this must be paid by the Hirer within 30 days of the date of the invoice.

4.4 In the event that the Hirer cancels any Order more than 48 hours prior to the Commencement of Hire then a Cancellation Fee of 25% Rental Payment is payable. If Loft Studios Ltd receive notice of cancellation less than 48 hours prior to the Commencement of Hire, then a Cancellation Fee of 50% of Rental Payment is payable. If Loft Studios Ltd receive notice of cancellation less than 24 hours prior to the Commencement of Hire, then a Cancellation Fee of 100% is payable.

4.5 In the event that the Hirer fails to return the Equipment within the Rental Period the Hirer may, at the sole and absolute discretion of Loft Studios Ltd, be required to pay an additional charge for the late return of the Equipment of a fee equivalent to the Daily Rate as set out in the Order. Loft Studios Ltd shall be entitled to charge the Daily Rate for every day, calculated in accordance with clause 3.1(a) above, that the Hirer fails to return the Equipment thereafter.

### 5. BREAKDOWN

5.1 In the event that the Equipment suffers a Breakdown the Hirer must immediately stop use of the Equipment and disconnect the Equipment from the power source (where appropriate).

5.2 Loft Studios Ltd must be immediately informed via telephone on 020 8969 0234 of any Equipment Breakdown.

5.3 The Hirer must not undertake or permit any repair work on the Equipment without the express written permission of Loft Studios Ltd.

5.4 Where the Breakdown is caused by the negligence of the Hirer or by the Hirer's misuse of the Equipment, the cost of repair or replacement of the Equipment shall be borne by the Hirer. The Rental Payments shall continue to be payable by the Hirer during any period of stoppage.

5.5 The Hirer shall not be entitled to a refund or any other compensation for any faulty Equipment which was not notified to Loft Studios Ltd within the Hire Period.

5.6 If the Hirer causes any damage or Breakdown to the Equipment, the Hirer will be liable to make payment for any loss incurred by Loft Studios Ltd equivalent to the Rental Payment and any consequential losses whilst the Equipment is unusable and undergoing repair. Where the Hirer has the relevant insurance, Loft Studios Ltd will continue to charge the Rental Payment and any consequential losses until such time that the Equipment has been repaired and is available to for hire once again. If the Hirer does not have the relevant insurance policy in place, then Loft Studios Ltd will be entitled to charge a Damage Waiver Fee as defined under Clause 22.9 of these Conditions whilst the Equipment is unusable and undergoing repair.

### 6. DELIVERY AND COLLECTION OF THE EQUIPMENT

6.1 The Hirer shall be responsible for the collection of the Equipment from Loft Studios Ltd's Premises of the Equipment on the first day of the Rental Period, between the hours of 8.00 a.m. and 7.00 p.m. Monday to Friday or at such other time agreed with Loft Studios Ltd. If Loft Studios Ltd agrees to deliver or collect the Equipment to the Customer's Site outside of 8.00 am to 7.00 p.m. Monday to Friday, it may charge a call out fee for every member of staff of Loft Studios Ltd required to work outside of their normal working hours at £80 per person and this charge will be added to the Hirer's Standard Delivery Fee.

6.2 If Loft Studios Ltd agrees to deliver the Equipment to the Hirer's

Site, Loft Studios Ltd shall deliver the Equipment to the Hirer's Site on the first day of the Rental Period. It is the responsibility of the Hirer to ensure that such access and space is available at the Hirer's Site to allow Loft Studios Ltd to deliver and unload the Equipment. The Hirer must ensure that the Equipment is safely and properly stored during the Rental Period.

6.3 The Hirer shall be responsible for the immediate return of the Equipment to Loft Studios Ltd's Premises upon the termination or expiry of the Rental Period.

6.4 Where Loft Studios Ltd agrees to provide Delivery of the Equipment to the Hirer's Site in accordance with Clause 6.2 above and it is required to wait for more than 30 minutes to effect Delivery of the Equipment Loft Studios Ltd shall be entitled to charge the Hirer an additional £30 per hour after the first 30 minutes.

## 7. TRAINING

7.1 The Customer warrants that it shall provide proper and adequate training and instruction in the correct operation of the Equipment to any persons who will or may be using the Equipment during the Hire Period prior to the commencement of the Rental Period ("Training") The Customer shall be fully liable for any costs of training.

## SECTION B: STUDIO HIRE

### 8. RENTAL PERIOD

8.1 The Studio Rental Period starts on the Commencement of Hire and shall be calculated on the following basis:

(a) 1 day: 9am to 6pm

(b) Overtime: Charged at all an hourly rate outside of these periods and subject to change at the discretion of Loft Studios Ltd.

8.2 In the event that the Hirer cancels any Order more than 48 hours prior to the Commencement of Hire then a Cancellation Fee of 25% Rental Payment is payable. If Loft Studios Ltd receives notice of cancellation less than 48 hours prior to the Commencement of Hire, then a Cancellation Fee of 50% of Rental Payment is payable. If we receive notice of cancellation less than 24 hours prior to the Commencement of Hire, then a Cancellation Fee of 100% is payable.

### 9. STUDIO RENTAL PAYMENTS

9.1 The Hirer shall pay the Rental Payments in relation to the Studio hire to Loft Studios Ltd in accordance with this Clause 9 and as set out in the Order of these conditions as consideration for the hire of the Studio and associated Services provided by the Studio Producer.

9.2 All payments required to be made pursuant to these Conditions by either party shall be made, by credit card, debit card or BACS, within 30 of the date of the relevant invoice in GBP in cleared funds to such bank as the other Studio Manager may inform the Hirer from time to time. The Hirer must make payment to Loft Studios Ltd without any set-off, withholding or deduction.

9.3 Where any payment pursuant to these Conditions are required to be made on a day which is not a Business Day, the payment must be made on the Business Day prior to the Equipment Hire date.

### 10. USE OF THE STUDIO

10.1 If any additional equipment such as staging, stands, lighting, scaffolding or similar is agreed by the Studio Producer to be supplied by the Hirer and used by the Hirer for the Hire, such equipment may only be used in such a way which does not require any destructive



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fixing to the structure of the Studio. No fixings requiring glue, nails, tacks, screws or similar are permitted.

10.2 The Hirer shall bear the costs of making good any damage to the Studio caused as a result of the Hirer's use of the Studio including, but not limited to, any damage done as a result of violation of Clause 10.1 above.

10.3 The Hirer may not, at any time, have gas cylinders in the Studio or any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without the prior written permission of Loft Studios Ltd, such permission to be sought in writing at least five months prior to the start of the Hire Period.

10.4 The Hirer may not, at any time, allow live animals into the Studio without the prior written permission of Loft Studios Ltd, such permission to be sought in writing at least five weeks prior to the start of the Hire Period. This prohibition does not include guide dogs for the blind which shall be permitted at all times.

10.5 Except where it is permitted under the provisions of the Hypnotism Act 1952 the Hirer shall not permit any hypnosis to take place during Hire. The Hirer may not at any time use candles or other light flames inside the Studio without the prior written permission of Loft Studios Ltd.

10.6 No sale of goods may take place during the Hire without the prior written permission of Loft Studios Ltd.

10.7 The Hirer may bring its own equipment for use at the Premises during the Hire Period, however, the Hirer is not permitted to bring on to the Premises any lighting equipment, grip equipment or other equipment from any other third party rental company without prior written consent of Loft Studios Ltd. If the Hirer wishes to use any third party equipment on the Premises the Hirer must first seek the prior written consent of the Studio Producer.

### 11. DISABILITY PROVISION

11.1 Wheelchair access is not provided as standard at the Studio. If wheelchair access is required for the Hire, the Hirer must inform the Studio at least one month prior to the Hire Period.

11.2 For fire safety reasons wheelchair users may only account for a maximum of 15% of the Studio's guest capacity. If a greater number of wheelchair users will be attending the Studio for the purposes of the Hire, the Hirer must submit a written request for increased capacity to the Studio Manager. Loft Studios Ltd shall use all reasonable endeavours to satisfy such a request.

### 12. GOOD ORDER AND NUISANCE

12.1 The Hirer shall be required to keep all guests under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply to the Hirer's staff, models, talent, exhibitors, and any other individuals that are in attendance for the purposes of the Hire and not under the control of Loft Studios Ltd.

12.2 Noise must be kept to a reasonable level at all times. The Hirer must ensure that no noise escapes the Studio.

## 13. HEALTH AND SAFETY

13.1 It is the responsibility of the Hirer to undertake and comply with all the requirements imposed by fire regulations in relation to the Studio and the Hire.

13.2 The Hirer is responsible to ensure any additional equipment brought on the Premises and/or Studio pursuant to Clause 10.1 complies with all relevant testing requirements including portable appliance testing ('PAT testing'). All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.

13.3 Loft Studios Ltd shall have the right to inspect electrical equipment at any time during the Hire Period for compliance with Clause 13.2 and shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Studio.

13.4 The Studio has the total number of electrical sockets as specified in the Studio Description for the specific Studio hired by the Hirer. The Studio Description specifies the maximum number of sockets that may be used simultaneously at any given time. The Hirer is not permitted to use multi-socket adapter plugs or extension blocks in excess of the maximum number set out in the Studio Description. The Studio Description for the Studio is available from Loft Studios on request.

13.5 The Hirer will be made aware of all fire exits and fire equipment prior to the start of the Hire Period, however, it is the responsibility of the Hirer to inform any permitted guests of such fire exits and fire equipment. All fire exits, and access thereto must remain completely unobstructed. All signs for fire exits and fire equipment must remain as prominent and visible as they are when the Studio is unoccupied. Fire equipment must not be moved from the Site unless being used for its intended purpose.

13.6 The Studio hire is subject to a maximum capacity as set out in the Studio Description. Loft Studios Ltd shall have the right to inspect the Studio at any time during the Hire Period and shall request the removal of any number of persons in excess of the numbers stated in the Studio Description.

## 14. HIRER'S PROPERTY

14.1 The Hirer is responsible for all fittings, structures (fixed or mobile), articles, objects, or equipment (of any description) not owned/managed by Loft Studios Ltd within the Studio during the Hire Period.

14.2 The Hirer is responsible for the conduct of its employees, agents, contractors, sub-contractors and guests and will remove any person/s at the request of the Studio Manager and/or his agents immediately without recourse.

14.3 Loft Studios Ltd and its employees and agents are not responsible for any of the Hirer's property, or property belonging to any employees, agents, contractors or sub-contractors of the Hirer whilst they are in the Studio.

14.4 The Contracts (Rights of Third Parties) Act 1999 shall not give any third party rights against either of the parties to these Conditions.

## 15. CATERING

15.1 Outside catering is not allowed. Loft Studios Ltd provided all Hire catering in partnership with its preferred catering supplier Social Pantry.

15.2 The Hirer must confirm exact requirements and final numbers by no later than 12:00pm on the Business Day prior to the Commencement of Hire.



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## 16. PROHIBITED ACTIVITIES

16.1 The Studio Manager, the Studio Producer, its agents and officers reserves its rights to exercise its sole and absolute discretion to refuse entry to or evict, any persons for any reason whatsoever, including but not limited to the activities mentioned in this Clause 16.

16.2 The Hirer, its agents, officers, sub-contractors or guests must not carry out illegal or immoral activities in any manner, and/or involving danger to any persons whatsoever.

16.3 The Hirer must ensure at all times that its agents, officers, sub-contractors and guests do not bring flammable substances of any description onto the Studio, unless previously agreed by the Studio Producer in writing in accordance with Clause 10.3 of these Conditions.

16.4 The Hirer must ensure no fixtures, and/or stand-alone units (of any description), of a combustible nature are set up in the Studio without the prior written consent of the Studio Producer.

16.5 Activities carried out by the Hirer, its agents, officers, sub-contractors and guests must not contravene local authority regulations, by-laws, or other statutory requirements.

16.6 The Hirer, its agents, officers, sub-contractors, and guests must not remove any fixtures or fittings whatsoever from the Studio.

16.7 The Hirer, its agents, officers, sub-contractors, and guests must not cause any nuisance, disturbance or annoyance to other occupiers of the property, or occupiers (whether residential or commercial) in the neighbourhood of the Studio and/or Premises.

16.8 The Hirer, its employees, agents, officers, sub-contractors and guests must not make any alteration or addition to the Studio whatsoever, without prior written consent of the Studio Producer.

16.9 The Hirer shall not permanently install any furniture, fixtures or fittings within the Studio without prior written consent of the Studio Producer.

16.10 Smoking is not allowed within the Studio under any circumstances.

16.11 One responsible and appropriate adult must accompany all children under 16 years of age per group of 50 people.

## 17. PARKING

17.1 There is an onsite private car park, where spaces may be allocated at an extra cost of £10 per car and £20 per van space, and a maximum of 2 car spaces or 1 van per Studio. There is pay and display parking available in the road outside. Information regarding parking will be provided on request.

17.2 Cars parked in accordance with clause 17.1 are parked at the owner's risk. Loft Studios Ltd shall not be liable for any loss, injury or damage sustained by the vehicle or its contents left within the car park.

## 18. REINSTATEMENT OF STUDIO

18.1 The Studio Manager will inspect the Studio both before and after the Hire Period.

18.2 The Hirer must pay the full cost of making good any damage to

the Studio (as determined by the Studio Manager) or subsequent loss incurred due to any subsequent occupier being unable to use the Studio due to damage caused to the Studio directly or indirectly resulting from the acts or defaults of the Hirer, its agents, officers, sub-contractors, and guests.

18.3 The Hirer must by the end of the Rental Period and to the satisfaction of the Studio Manager, clear all items, articles, rubbish, objects (fixed or otherwise) not belonging to the Studio Manager or his agents from the Studio and surrounding areas no later than the following day of the Hire itself unless agreed otherwise in writing with the Studio Manager. Loft Studios Ltd shall charge the Hirer the costs of any removal and disposal of items, articles, rubbish, objects (fixed or otherwise) left at the Premises in breach of this clause 18.3.

## 19. INSURANCE

19.1 The Hirer, its agents, officers and sub-contractors must provide evidence of sufficient insurance cover prior to the Rental Period should they be responsible for anything that can be considered a liability.

19.2 The Hirer shall be responsible for securing adequate insurance cover for any additional items that they bring to the Studio. Loft Studio Ltd's insurance shall not cover the Hirer's property nor that of any third parties.

19.3 The Hirer shall produce evidence to the Studio Producer of any and all insurance required under this Clause 19 on demand without undue delay.

## 20. INDEMNITY AND CALCULATIONS

20.1 The Hirer hereby indemnifies Loft Studios Ltd for all losses, costs, claims, expenses or demands arising directly or indirectly from any breach of the terms of these Conditions by the Hirer or its agents, employees, contractors or sub-contractors up to a value of £3,000,000.

20.2 In the event that the Hirer has exclusive Hire of the whole of the Premises, including but not limited to the Studio, the Hirer agrees to indemnify Loft Studios Ltd for all losses, costs, claims, expenses or demands arising directly or indirectly from any breach of the terms of these Conditions by the Hirer or its agents, employees, contractors or sub-contractors up to a value of £10,000,000

20.3 The Hirer agrees that Loft Studios Ltd shall not be liable in respect of any failure of the plant or machinery at the Studio during the Hire Period. These Conditions are personal to the Hirer and is not assignable.

## SECTION C: TERMS APPLYING TO BOTH STUDIO HIRE AND EQUIPMENT HIRE

### 21. RENTAL PAYMENTS AND DEPOSIT

21.1 The Account Customer shall be invoiced monthly in arrears and shall pay the Rental Payment due for all hiring of Equipment and Studios within 30 days of the date of the invoice. The Rental Payment shall be made by BACS, CHEQUE OR CREDIT/DEBIT CARD in the currency specified in the Order.

21.2 The Non-Account Customer shall pay the Rental Payments due for all hiring of Equipment and/or Studios in full on or before the Commencement of Hire.

21.3 The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Hirer at the rate and in the manner from time to time prescribed by law.



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21.4 All payments to be made by either party under these Conditions shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

21.5 If the Hirer fails to pay any Rental Payments or any other sums payable under these Conditions by the due date for payment under this agreement then, without limiting Loft Studios Ltd's any other rights Loft Studios Ltd may have, the Hirer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment. The interest shall be paid at the rate of EIGHT per cent (8%) per annum above the Bank of England base rate from time to time.

21.6 If the Hirer causes any loss or damage to the Studio and / or Equipment (in whole or in part), Loft Studios Ltd shall be entitled to apply the Deposit against such default, loss or damage. Provided there is no loss or damage to the Studio and / or Equipment or any other circumstances in which Loft Studios Ltd reasonably believes the Deposit should be retained and not refunded to the Hirer, the Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Rental Period. If, in the reasonable opinion of Loft Studios Ltd, the costs of repairing any damage to the Equipment exceeds the sum of the Deposit paid by the Hirer, Loft Studios Ltd shall invoice the Hirer for any additional sums owed to Loft Studios Ltd and this must be paid by the Hirer within 30 days of the date of the invoice.

21.7 Any invoice disputes need to be raised within 48 hours of receiving the invoice.

### 22. TITLE, RISK, DAMAGE WAIVER AND INSURANCE

22.1 The Studio and Equipment shall at all times remain the property of Loft Studios Ltd, and the Hirer shall have no right, title or interest in or to the Studio or Equipment (save the right to possession and use of the Studio and Equipment subject to these Conditions).

22.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer (the 'Risk Period') until such time as the Equipment is redelivered to Loft Studios Ltd. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances with a reputable insurance provider who shall be notified that the Equipment is on hire from Loft Studios Ltd:

(a) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, water theft (whether or not involving forcible or violent entry or exit to the Premises and/or Site) or accident, all other risks usually covered by comprehensive insurance of products of the type of Equipment, and such other risks as Loft Studios Ltd may from time to time nominate in writing;

(b) insurance against any lost, damage or liability arising in connection with the use or storage of the Equipment or any acts or omissions by the Hirer's personnel in carrying out their duties or incidental to their duties;

(c) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as Loft Studios Ltd may from time to time reasonably require, to cover any third party or public risks of whatever nature and however arising in connection with the Equipment; and

(d) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as Loft Studios Ltd may from time to time consider reasonably necessary and advise to the Hirer.

(e) Studio Hirer's should have their own insurance for all goods left in the studios during the day or overnight. Loft Studios Ltd are not responsible for any loss or damage incurred to the Hirers goods or equipment while on Loft Studios Ltd Premises.

22.3 All insurance policies procured by the Hirer shall be endorsed to provide Loft Studios Ltd with at least five (5) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall upon Loft Studios Ltd's request name Loft Studios Ltd on the policies as a loss payee in relation to any claim relating to the Equipment. The Hirer shall be responsible for paying any deductibles due on any claims under such insurance policies.

22.4 The Hirer shall, on demand, supply copies of term relevant insurance policies or other insurance confirmation acceptable to Loft Studios Ltd and proof of premium payment to Loft Studios Ltd to confirm the insurance arrangements.

22.5 The Hirer shall not, during the Rental Period allow the Studio and/or the Premises and / or Equipment to be used for any purpose or by any persons not permitted by the terms and conditions of the policy of insurance or to do or allow to be done any act or thing, omission or default whereby the insurance may be invalidated and/or shall not jeopardise the prospect of a successful insurance claim in respect of any loss or damage to the Equipment.

22.6 The Hirer shall give immediate written notice to Loft Studios Ltd in the event of any loss, accident or damage to the Studio and/or the Premises and / or Equipment or arising out of or in connection with the Hirer's possession or use of the Studio and/or the Premises and / or Equipment.

22.7 The Hirer shall indemnify Loft Studios Ltd against all loss or damage to the Studio and/or the Premises and/ or Equipment not recovered by Loft Studios Ltd under any policy of insurance.

22.8 If the Hirer fails to effect or maintain any of the insurances required under this agreement, Loft Studios Ltd shall be entitled to effect and maintain the same, pay such premiums, calculated as a percentage of the Rental Payments in respect of the cost of Loft Studios Ltd maintaining a policy of insurance in respect of the Equipment (the Insurance Fee) as may be necessary for that purpose and recover the same as a debt due from the Hirer.

22.9 If the Hirer does not have an insurance policy to cover the Equipment hire, Loft Studios Ltd will charge the Hirer an additional 15% of the net Rental Payment (the 'Damage Waiver Fee') due by the Hirer to cover the insurance for any loss and damage which is not caused by the Hirer's negligence and an additional £250 to cover any excess where a claim is made.

22.10 The Damage Waiver Fee shall not cover:

- (a) damage caused by corrosion, excessive heat, water, dampness, physical mistreatment or by any breach of clauses 23.1(d), 23.1(e), 23.1(f) or 23.1(q) or any other physical mistreatment;
- (b) damage arising from
  - (i) breakage of flash tubes, bulbs or lenses used in association with lighting equipment
  - (ii) damage to the glass or other fragile or brittle articles unless the damage is caused during Delivery of the Equipment by Loft Studios in accordance with clause 6.2 above;
  - (iii) damage or loss as a result of negligence whether accidental or deliberate; and
  - (iv) consequential loss of any description.

22.11 The Hirer will be liable for any damage caused to the Studios, including any damage to the Studio's floors or wall, during the Rental Period. The Hirer is responsible for informing the Studio Manager



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if it notices any damage to the Studio and/or Equipment prior to commencing the Hire Period.

22.12 If the Hirer causes any damage to the Studio, the Hirer will be liable to make payment for any loss incurred by Loft Studios Ltd equivalent to the loss of Rental Payments whilst the Studio is unusable and undergoing repair.

23.1 The Hirer shall during the term of this agreement:

- (a) ensure that the Equipment is kept and operated in a suitable environment used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions which may be provided by Loft Studios Ltd;
- (b) keep the Equipment in its possession and control on the site and ensure that it is secure against loss, damage and theft;
- (c) not hold itself out as owner of the Equipment or Studio, nor shall it, charge, encumber, sell, let, lease, hire or otherwise dispose of, part with, or abandon the Equipment or Studio, nor shall it permit or suffer the creation of any lien or distress over the Equipment or Studio;
- (d) take such steps (including compliance with all safety and usage instructions provided by Loft Studios Ltd) as may be necessary to ensure, so far as is reasonably practicable, that the Studio and / or Equipment is at all times safe and without risk to health during the Rental Period;
- (e) maintain at its own expense the Equipment and/or Studio in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement of Hire (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment and/or Studio;
- (f) make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Loft Studios Ltd unless the component(s) is/are replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved/advanced version of it. If a component is replaced, the Hirer must inform Loft Studios Ltd immediately. The new component must be compatible with the Equipment fitted by a competent person with due care and skill. The Hirer shall be liable for any new components that are fitted. Title and property in all substitutions, replacements, renewals made in or to the Equipment shall vest in Loft Studios Ltd immediately upon installation;
- (g) keep Loft Studios Ltd fully informed of all material matters relating to the Studio and / or Equipment;
- (h) maintain operating and maintenance records of the Equipment and make copies of such records readily available to Loft Studios Ltd, together with such additional information as Loft Studios Ltd may reasonably require without undue delay;
- (i) ensure that any persons entering the Studio or using the Equipment during the Rental Period shall abide by these terms and conditions at all times;
- (j) not, without the prior written consent of Loft Studios Ltd, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Studio and / or Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;



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(k) not without the prior written consent of Loft Studios Ltd, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Hirer shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify Loft Studios Ltd against all losses, costs or expenses incurred as a result of such affixation or removal;

(l) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Loft Studios Ltd in the Studio and / or Equipment and, where the Equipment has become affixed to any land or building, the Hirer must take all necessary steps to ensure that Loft Studios Ltd may enter such land or building and recover the Equipment both during the term of these Conditions and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Loft Studios Ltd of any rights such person may have or acquire in the Equipment and a right for Loft Studios Ltd to enter onto such land or building to remove the Equipment;

(m) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Hirer shall notify Loft Studios Ltd and the Hirer shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Loft Studios Ltd on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

(n) not use the Studio and / or Equipment for any unlawful purpose or allow any unauthorised persons to gain access to the Studio or use the Equipment for any reason whatsoever;

(o) ensure that at all times the Equipment remains identifiable as being Loft Studios Ltd's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

(p) deliver up the Equipment and vacate the Studio at the end of the Rental Period or on earlier termination of this agreement;

(q) ensure that any identification marks, labels or signs on or fixed to the Equipment are not removed, defaced, amended, obscured or otherwise subjected to interference, including those which identify the Equipment as belonging to Loft Studios Ltd;

(r) permit Loft Studios Ltd, its employees and agents' access to the Equipment and the Site for the purpose of inspecting, repairing, servicing and replacing the Equipment;

(s) ensure that the Equipment is returned in the same condition that it was supplied in (fair wear and tear excepted); and

(t) ensure that use of the Equipment complies with any relevant Government or Local Authority Regulations, including any applicable licensing requirements.

23.2 The Hirer acknowledges that Loft Studios Ltd shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify Loft Studios Ltd on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of these Conditions 20.2 The Hirer acknowledges that Loft Studios Ltd reserve the right to refuse entry to or request the removal of any person to the Studio without giving any reason.

23.3 In the event that the Studio has been accessed unlawfully by any unauthorised persons or the Equipment or in the event of theft of the Equipment, the Hirer must inform both the Police and Loft Studios Ltd immediately. The Hirer must provide Loft Studios Ltd with a copy of any Police report or crime reference number without undue delay. The Hirer must also inform its insurance provider of any events that are likely to give rise to a claim. The Hirer must ensure that it fully cooperates with both the Police and Loft Studios Ltd in any investigation.

## 24. LIABILITY

### THE CUSTOMERS ATTENTION IS DRAWN TO THIS CLAUSE

24.1 Loft Studios Ltd does not loan or supply the Equipment with any representation concerning the condition, performance or quality of the Equipment of with or subject to any term, condition or warranty express or to be implied by statute, common law or otherwise and all such representations, conditions, warranties whether relating to the capacity, age, satisfactory quality, description, condition of use of the Equipment or to the suitability or fitness of the Equipment for a particular or any purpose are expressly excluded and/or waived by the Hirer.

24.2 Without prejudice to Clause 24.3, Loft Studios Ltd's maximum aggregate liability for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount of the Rental Payment due from the Hirer.

24.3 Nothing in these Conditions shall exclude or in any way limit:

(a) either party's liability for death or personal injury caused by its own negligence;

(b) either party's liability for fraud or fraudulent misrepresentation; or

(c) liability for any breach of the terms implied by section 8 of the Supply of Equipment (Implied Terms) Act 1973 or any other liability which cannot be excluded by law.

24.4 These Conditions set forth the full extent of Loft Studios Ltd's obligations and liabilities in respect of the Equipment and/or Studio and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Loft Studios Ltd except as specifically stated in these Conditions. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within these Conditions, whether by statute, common law or otherwise, is expressly excluded.

24.5 The Studio shares its space with an independent catering company which is not in any way affiliated, associated or linked to Loft Studios Ltd. Loft Studios Ltd makes no representation or warranty (whether express or implied) and bears no responsibility or liability for any food or drinks that are consumed on or off the Studio Premises which is purchased from the catering company.

24.6 If the Hirer arranges for catering through Loft Studios Ltd directly, the Hirer is responsible and liable for ensuring any allergies,

intolerances and dietary requirements are notified to Loft Studios Ltd at least one month prior to the Hire Period. Subject to clause 24.3 above, Loft Studios Ltd shall not be liable for the Hirer's failure to provide Loft Studios Ltd with any notification as to catering requirements as per this clause 24.6.

24.7 Without prejudice to Clause 24.3 Loft Studios Ltd shall not be liable under this agreement for any:

- (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; and/or
  - (d) indirect or consequential loss or damage,
- in each case, however caused, even if foreseeable.

## 25. TERMINATION

25.1 Loft Studios Ltd may, without prejudice to any other right or remedy which may be available to it, terminate this agreement immediately by written notice to the Hirer if:

- (a) the Hirer defaults in any of its payment obligations;
- (b) the Hirer commits a material breach of these Conditions which breach is irremediable, or which breach (if remediable) is not remedied within ten (10) Business Days after the service of written notice from Loft Studios Ltd requiring it to do so;
- (c) the Hirer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (d) the Hirer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than for the sole purpose of a scheme for a solvent amalgamation of the Hirer with one or more other companies or the solvent reconstruction of the Hirer]; or
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Hirer; or
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Hirer; or
- (g) the holder of a qualifying floating charge over the assets of the Hirer has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the Hirer or a receiver is appointed over the assets of the Hirer; or
- (i) a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Hirer's assets and such attachment or process is not discharged within 14 days; or
- (j) any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 25.1(c) to Clause 25.1(i) (inclusive); or
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the Hirer breaches Clause 23 of these Conditions.

25.2 This agreement shall automatically terminate if a Total Loss occurs in relation to the Equipment.

25.3 Upon termination of this agreement, however caused:

- (a) Loft Studios Ltd's consent to the Hirer's possession of the



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Equipment shall terminate and Loft Studios Ltd may, by its authorised representatives, without notice and at the Hirer's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

(b) without prejudice to any other rights or remedies of the Hirer, the Hirer shall pay to Loft Studios Ltd on demand:

(i) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 9.4.

(ii) any costs and expenses incurred by Loft Studios Ltd in recovering the Equipment and/or in collecting any sums due under this agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

25.4 Upon termination of these Conditions pursuant to Clause 25.1, any other repudiation of this agreement by the Hirer which is accepted by Loft Studios Ltd or pursuant to Clause 25.2 without prejudice to any other rights or remedies of Loft Studios Ltd, the Hirer shall pay to Loft Studios Ltd on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less:

(a) a discount for accelerated payment at the percentage rate set out in the Order; and

(b) Loft Studios Ltd's reasonable assessment of the market value of the Equipment on sale.

25.5 Without prejudice to any other rights that Loft Studios Ltd may have at law, the sums payable pursuant to Clause 25.4 shall be agreed compensation for Loft Studios Ltd's loss and shall be payable in addition to the sums payable pursuant to the Order. Such sums may be partly or wholly recovered from any Deposit.

25.6 Termination of these Conditions shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

## 26. NOTICES AND SERVICE

26.1 Any notice or other information required or authorised by these Conditions to be given by either party to the other shall be given by:

- (a) delivering it by hand;
- (b) sending it by pre-paid registered post to 77 – 81 Scrubs Lane, Kensal Green, London, NW10 6QU; or
- (c) sending it by email or comparable means of communication

to the other party at the address given in Clause 26.1(b).

26.2 Any notice or information given by post in the manner provided by Clause 26.1(b) which is not returned to the sender as undelivered shall be deemed to have been given on the second business day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

26.3 Any notice or information sent by email transmission or comparable means of communication shall be deemed to have been



duly given on the date of transmission, provided that a confirming copy of it is sent as provided in Clause 26.2 to the other party at the address given in Clause 26.1(b) within 24 hours after transmission.

26.4 Service of any document for the purposes of any legal proceedings concerning or arising out of these Conditions shall be affected by either party by causing it to be delivered to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

## 27. FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, and in such circumstances.

## 28. CONFIDENTIAL INFORMATION

28.1 Neither party shall, during and after termination of these Conditions, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.

28.2 Each party shall on demand and on termination of these Conditions surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

## 29. ASSIGNMENT AND SUBCONTRACTING

29.1 Neither party shall, without the prior written consent of the other party assign, transfer, mortgage, charge or deal in any manner with these Conditions or any of its rights and obligations under these Conditions, or purport to do any of the same.

29.2 Neither party shall subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent without the prior written consent of the other party. Each party shall in all cases retain sole responsibility for the performance of the tasks assigned to it under these Conditions, regardless of the use of authorised subcontractors.

29.3 Each party that has rights under these Conditions is acting on its own behalf and not for the benefit of another person.

## 30. ENTIRE AGREEMENT AND VARIATION

30.1 These Conditions constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

30.2 Each party acknowledges that, in entering into these Conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Conditions. Each party agrees that its only liability in respect of those representations and warranties that are set out in these Conditions (whether made innocently or negligently) shall be for breach of contract.

30.3 Nothing in this Clause 30 shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

30.4 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



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## 31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 A person who is not a party to these Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by Clause 29.2.

31.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these Conditions is not subject to the consent of any person that is not a party to these Conditions.

## 32. NO WAIVER

32.1 No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 33. SEVERANCE

33.1 If any court or competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

33.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 34. GOVERNING LAW AND JURISDICTION

34.1 These Conditions and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with English law.

34.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter.

These Conditions have been entered into on the date stated at the beginning of it.