

## STANDARD BUSINESS CONDITIONS

### I. Definitions

In these Conditions the following expressions have the following meanings:-

“the Company”	PAULO STUDIOS LIMITED trading as Park Royal Studios.
“the Contract”	The contract between the Company and the Customer by which the Company agrees to hire the Studio and or make available the Services and the Equipment to the Customer in consideration of the payment of the Fee by the Customer.
“Customer”	The person or company dealing with the Company and any servant or employee of such person or company under the Contract
“Services”	The provision by the Company of studio space or stage location facilities and or other services and the services of drivers and assistants and other personnel of the Company as agreed between the Company and the Customer in the Contract.
“Equipment”	All fixtures vehicles lighting and other materials provided by the Company or by any sub-contractor of the Company as agreed between the Company and the Customer in the Contract.
“Studio”	The premises of the Company for the time being where the Services and Equipment are provided
“the Fee”	The total consideration due and payable under the Contract by the Customer to the Company

### II. General

1. The Company will insure the Studio and the Equipment against all normal insurable risks but not further or otherwise. The Customer shall be liable for and must effect its own insurance cover against all or any loss or damage to or theft of any of its own equipment brought on to the premises of the Company and all or any personal injury to any person and all other liability to third parties and all other claims on any other ground whatsoever. The Customer shall be responsible for any damage or loss occasioned to the Equipment or the Studio caused by or arising out of the Customer's use thereof or by any servant agent employee or sub-contractor of the Customer. Under no circumstances will the Company be liable to the Customer or to any other person for any claims arising out of any such risks or any consequential loss or on any other ground whatsoever.
2. Subject to any matter contained in writing between the Company and the Customer these Conditions constitute the entire Contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of the Company.
3. Full details of the services provided by the Company and charge rates are set out in the Company's Price List which may be varied by the Company without notice. Any cancelled booking for the hire of the Studio or Equipment or for the provision of services may be billed at the full rate plus any costs incurred by the Company by way of expenses.
4. The Company reserves the right to cancel any provisional booking at any time up to the time of confirmation. Once there has been a verbal confirmation, in the event of cancellation the company reserves the right to charge a fee in line with any reasonable losses incurred.
5. The provisions of The Contract (Rights of Third Parties) Act 1999 shall not apply either to these Conditions or to the Contract.

### **III. Studio Hire**

1. The Studio is supplied with clean white coved walls and ceiling. The floor can be painted on request at additional cost but will not be painted unless specifically agreed with the customer. At the end of each hire period the floor will be returned to the original state and the customer will be liable for all costs of painting, repairing and restoring to the original condition. Special painting requirements must be notified to the Studio Manager at least 48 hours before the hire period commences. The special painting requirements will be charged a rate according to the complexity of the requirements and the notice period provided to the Company.
2. The Studio is available for use between 8am and 6pm at standard rates. For use outside these hours special hourly rates apply.
3. The Studio is available only 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 or share use of the Studio or the Equipment without the prior written consent of the Firm.
4. Hire commences from the agreed booking time or from the time the client enters the Studio whichever is the earlier and ends at the end of the booking time or when the client exits the building whichever is the later.
5. Any materials used in connection with sets constructed by the Customer shall be removed from the Studio at the Customer's expense forthwith at the end of the hire period.
6. The Customer must observe all regulations regarding the use of the Studio and any equipment and services imposed by the Company and by any Statutory or Local Authority. This includes inter alia all health and safety guidelines, all security standing orders and all fire regulations. The Customer is to ensure all parties under their control (including but not limited to models, crew, clients, agents, suppliers) comply with all rules, regulations, laws and bylaws in place at the time including, but not limited to the Heath Act 2006 and the Smoke-Free (Premises and Enforcement) Regulations 2006 and any subsequent legislation and the Customer will fully indemnify the Company for any non compliance with any such rule, regulation, law or bylaw which is as a result of the Customer's actions or inaction.
7. No alterations decorations or additions to the Studio are permitted without the written consent of the Company 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. All costs and expenses incurred by the Company arising out of any breach of this Condition shall be paid by the Customer.

### **IV. Hire of Services and Equipment**

1. All equipment supplied by the Company is deemed to be in good condition and in a good state of repair. Any defects or faults must be reported immediately, failure to do so will result in liability for the damage passing to the customer. Where the equipment has been lost or damaged or has not been returned to the Company, the customer shall be liable for the replacement value.
2. The Customer may not without the written consent of the Company:-
  - (i) remove the Equipment from the Studio;
  - (ii) modify or alter or tamper with the Equipment in any way,
  - (iii) use the Equipment in a manner not recommended by the manufacturer;
  - (iv) allow the Equipment to be used by untrained or unauthorised or where necessary unqualified personnel;
  - (v) part with possession sell pledge encumber or suffer any lien to be created over the Equipment
3. The hire period for days to be booked, for Services and Equipment, cannot be extended otherwise than with the written consent of the Firm.
4. 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 (as the case may be) compensate the Company for the replacement value of lost or damaged Equipment or failure to return Equipment on time.
5. In the event that the Customer does not provide the Company a copy of an operational insurance policy to cover hired in lighting, or digital equipment to cover the hired equipment to a value of at least four times the replacement cost of the hired equipment at least one day prior to the commencement of the hire period the Company reserves the right to apply a 15% surcharge of

the net hire charge to cover the insurance of the hired equipment with an excess of £500 on the policy.

#### **V. Processing Printing and Digital Services**

1. Service times are quoted as a guide only. The Company reserves the right to vary service times dependent on circumstances and accepts no liability for the failure to comply with quoted service times.
2. If no cropping instructions are received with the order the Company's lab will print all images full frame with a border.
3. When printing if a paper surface is not specified the Company's lab will use their discretion.
4. A colour sample or full instructions on colour should be provided with every print order, if -none are received this again will be at the Company's printers discretion.
5. The Company reserves the right to produce work via the optimum method available.
6. The Company's lab will judge and balance the clients film if requested at the clients own risk. The Company accepts no responsibility for errors caused during judgement.
7. The Customer must always sign for delivered work. The Company accepts no responsibility for loss or damage of work.
8. When work is delivered digitally, the Company accepts no responsibility for loss of work due to computer error.
9. The Company will collect and deliver work when possible and as quickly as possible but accepts no responsibility for the timings of these journeys.

#### **VI. Internet Services**

The uptime and accessibility of internet based services is not guaranteed. The Company will not accept liability for any computer system failure, internet failure, software bugs, computer viruses software or hardware breakdown, incapability of the Company's internet based services with any third party software being used by the Customer or for any other reason outside of the Company's reasonable control.

#### **VII. Payment and Additional Charges**

1. Time for payment shall be of the essence.
2. Basic hire costs are payable on the first day of studio hire. A pro forma invoice will be issued on confirmation of the studio. Hire will not be able to continue if this payment is not made and the signed pro forma invoice/confirmation must be returned to the Company prior to the commencement of the shoot.
3. Prices (which are always quoted net of Value Added Tax) may be varied without notice to the Customer.
4. Credit account customers will be invoiced for all costs apart from daily hire fees. Payment terms on invoices are within 30 days from the date of the invoice unless stated otherwise.
5. All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
6. The Company reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 on late payments
7. The hire charge commences when the Studio and/or Equipment and/or the Services is/are made available to the Customer and such charge terminates when the Studio and/or Equipment is surrendered or returned to the Company.
8. Any additional equipment, services staff or modifications to the requirements of the Customer shall be billed to and paid for by the Customer in conjunction with payment of the final invoice.

9. At the end of the hire period the Company may at its discretion charge the Customer an additional rental where the Studio or any item of Equipment is delivered or returned to the Company in a bad or damaged condition so as to preclude use or hire of its studio or of any item of Equipment.
10. Where the Company is required to place a security deposit with any third party for the hire of any piece of equipment such deposit shall be paid to the Company by the Customer when the Booking is made.
11. The Company shall have a general lien on any film tape or other equipment or property in the possession of the Company or in the Studio premises for the payment of any monies due to the Company from the Customer.

**Exclusions of Liability THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION**

1. This condition VII set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - (a) any breach of the Contract;
  - (b) any use made by the Customer of the Services, the Equipment, Studio or any part of them; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
3. Nothing in these Conditions limits or excludes the liability of the Company:
  - (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
  - (c) for any liability incurred by the Customer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
4. Subject to condition 2 and condition 3 above the Company shall not be liable for:
  1. loss of profits; or
  2. loss of business; or
  3. depletion of goodwill and/or similar losses; or
  4. loss of anticipated savings; or
  5. loss of goods; or
  6. loss of contract; or
  7. loss of use; or
  8. loss of corruption of data or information; or
  9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

**IX Indemnity**

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

## **X Force majeure**

The Company shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), 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, storm or default of suppliers or sub-contractors. provided that, if the event in question continues for a continuous period in excess of [21 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **XI Termination**

The Company may at its own discretion 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 the Fee and/or any monies due to the Company hereunder or dishonour any payment paid by it to the Company; or
- (b) if the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.
- (c) if the Customer shall be in breach of any of the terms of these Conditions; or
- (d) the Customer shall fail to leave the Studio and/or release the Equipment by 23.59 hours on the last day of hire

and any such termination shall be without prejudice to any rights accrued to the Company against the Customer prior to the date of termination.

## **XII Applicable Law**

These Conditions shall be read and construed in accordance with the Laws of England and the Customer agrees to submit itself to the Courts of Justice in the locality of the Company.