

STANDARD BUSINESS CONDITIONS

I. General

1. PAULO STUDIOS LIMITED (registered company number 02099731) trading as Park Royal Studios (**PSL**) shall provide the services and goods set out in these terms (the **Terms**) and the order form to which these terms (the **Order**) to the person, company or entity set out in the Order (the **Client**). These Terms and the Order together make up the '**Contract**'.
2. The Contract shall come into effect on the date PSL accepts the Client's firm (as opposed to provisional) booking. Until that time, bookings will be treated as provisional.
3. PSL will insure the studio which it is to hire out to the Client (the **Studio**) and the additional fixtures, vehicles, lightings and other items that it has agreed to hire out as set out in the Order (the **Equipment**) against all normal insurable risks, as PSL decides, but not further or otherwise. The Client 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 PSL 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 Client shall be responsible for any damage or loss occasioned to the Equipment or the Studio caused by or arising out of the Client's use thereof or by any servant, agent, employee or sub-contractor of the Client or any person that it permits to use or access the same. Under no circumstances will PSL be liable to the Client or to any other person for any claims arising out of any such risks or any consequential loss or on any other ground whatsoever.
4. Subject to any matter contained in writing between PSL and the Client this Contract constitute the entire Contract relating to the hire of the Studio and Equipment and the provision of any other services set out in the Order (together the **Services**) and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of PSL.
5. Full details of the services provided by PSL and charge rates are set out in PSL's Price List which may be varied by PSL without notice. If the Client cancels any booking after the Contract has been entered into they may be billed at the full rate plus any costs incurred by PSL by way of expenses.
6. PSL 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 PSL reserves the right to charge a fee in line with any reasonable losses incurred.
7. The provisions of The Contract (Rights of Third Parties) Act 1999 shall not apply either to these Conditions or to the Contract.

II. 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 Client. At the end of each hire period the floor will be returned to the original state and the Client will be liable for all costs of painting, repairing and restoring the Studio 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 at a rate according to the complexity of the requirements and the notice period provided to PSL.
2. The Client shall provide PSL with a written risk assessment at least 48 hours before the hire period commences, such assessment to include but not be limited to the details of any special or other effects that will be carried out at the Studio such as the use of explosives.

PSL shall have the right, acting reasonably, to refuse the use of any effect or anything else that may damage the Studios or Equipment or otherwise pose a health and safety risk.

3. The Studio is available for use between 8am and 6pm at standard rates. For use outside these hours special hourly rates apply.
4. The Studio is available only for the use of the Client named in the booking and the Client 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. PSL reserves the right to remove any visitor or guest of the Client that fails to comply with its reasonable instructions or which is otherwise causing any damage to the Studio or any nuisance. The Client shall not do or permit to be done anything on the Studio which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to PSL or any owner or occupier of neighbouring property.
5. 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) providing that nothing in this paragraph shall grant the Client the right to access the Studio outside of the agreed hours).
6. Any materials used in connection with sets constructed by or otherwise provided by the Client shall be removed from the Studio at the Client's expense forthwith by the end of the hire period and the Studio shall be left in a clean and tidy condition at the end of the hire period. PSL reserves the right to move, store and/or return to the Client (at the Client's cost), sell or destroy any item left by the Client after the hire period terminates without liability to the Client.
7. The Client must observe all regulations regarding the use of the Studio and any Equipment and Services imposed by PSL and by any Statutory or Local Authority. This includes but is not limited to all health and safety guidelines, all security standing orders and all fire regulations.
8. No alterations decorations or additions to the Studio or any Equipment are permitted without the written consent of PSL 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. For the avoidance of doubt this means that the Client shall not fix any bolts, nails, tacks or other such fixing devices to the walls or fabric of the Studio or alter, move or interfere with any heating, power, cabling or other electrical fittings or appliances at the Studio without the prior written consent of PSL. All costs and expenses incurred by PSL arising out of any breach of this Condition shall be paid by the Client.

III. Hire of Services and Equipment

1. All Equipment supplied by PSL is deemed to be in good condition and in a good state of repair. Any defects or faults must be reported immediately to PSL, failure to do so will result in liability for the damage passing to the Client. Where any Equipment has been lost or damaged or has not been returned to PSL, the Client shall be liable for the replacement value.
2. The Client may not without the written consent of PSL:-
 - (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 its manufacturer or otherwise than in accordance with the instructions of PSL;
 - (iv) allow the Equipment to be used by untrained or unauthorised or where applicable unqualified personnel; or
 - (v) part with possession, sell, pledge encumber or suffer any lien to be created over the Equipment (or try to do any of the foregoing).

3. The hire period for days to be booked, for Services and Equipment, cannot be amended or 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 (meaning the condition it was provided in, save for fair wear and tear). The Client shall pay or (as the case may be) compensate PSL for the replacement value of lost or damaged Equipment or failure to return Equipment on time.
5. The Client shall only use the lighting hire suppliers contracted by PSL whilst at the Studio.
6. The hiring of lighting and/or camera equipment from our supplier requires proof of adequate insurance cover specifically for the equipment hired. Should this proof not be held a premium is to be paid for the duration of the rental period.
7. Parking: Vehicles are parked in our carparks at the owners own risk. PSL will not accept responsibility for any loss or damage to vehicles parked or driven on the property to the fullest extent permitted by law.
8. The Client acknowledges that: (a) it shall have the right to enter and use the Studio and Equipment as a licensee only and no relationship of a landlord and tenant is created between PSL and Client by this Contract; and (b) PSL retains control, possession and management of the Studio and the Client has no right to exclude PSL from the Studio.
9. Catering: The Client must not use any third party caterers in the Studio without the prior written consent of PSL. If consent is given to use a third party caterer then the Client shall pay a surcharge. The Client shall confirm the final catering numbers at least 48 hours before the start of the hire period along with any special dietary requirements and/or allergies of any guest. Charges for any catering services will be calculated on the final catering number or the number actually attending, whichever is the greater.
10. To the fullest extent permitted by law PSL excludes all liable for any injury or death caused to the Client or any of its guests or visitors as a result of any allergy or dietary requirement, and the Client shall have sole responsibility for ensuring that PSL are made aware of any special requirements or allergies.

IV. Internet Services

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

V. 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 booking. Hire will not be able to take place if this payment is not made.
3. The price of the Services (the Fees), which are always quoted net of Value Added Tax, may be varied on written notice to the Client prior to the commencement of the hire period.
4. Credit account: Clients will be invoiced for all Fees apart from the daily hire fees. Payment terms on invoices are within 30 days from the date of the invoice unless stated otherwise by PSL in any Order or otherwise agreed between the parties.
5. All Fees payable to PSL under the Contract shall become due immediately on its termination despite any other provision in this Contract.

6. If the Client fails to make any payment due to PSL under the Contract by the due date for payment, then, without limiting PSL's other rights and remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 5% a year above Barclays Bank plc's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
7. The hire charge is based on the time during which the Studio and/or Equipment are hired out to the Client, as set out in condition II.4 above.
8. Any additional equipment, services staff or modifications to the requirements of the Client that PSL agrees to provide shall be billed to and paid for by the Client in conjunction with payment of the final invoice.
9. At the end of the hire period PSL may at its discretion charge the Client an additional rental where the Studio or any item of Equipment is delivered or returned to PSL in a bad or damaged condition or otherwise left in a state that prevents PSL or any other party from using or hiring the Studio or of any item of Equipment.
10. Where PSL 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 PSL by the Client when the Booking is made.
11. PSL shall have a general lien on any equipment or property in the possession of PSL or in the Studio premises for the payment of any monies due to PSL from the Client.

VI. Exclusions of Liability THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

1. This condition VI set out the entire financial liability of PSL (including but not limited to any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
 - (a) any breach of the Contract;
 - (b) any use made by the Client of the Services, the Equipment, Studio or any part of them; and
 - (c) any representation, statement or tortious act or omission (including but not limited to 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 PSL:
 - (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by PSL; or
 - (c) for any liability incurred by the Client as a result of any breach by PSL 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 VI.2 and condition VI.3 above
PSL 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) PSL's total liability in contract, tort (including but not limited to 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 Fees paid by the Client for the Services.

VII. Indemnity

The Client shall at all times keep PSL fully indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against PSL 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 any other Services supplied by PSL even where (to the fullest extent permitted by law) such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of PSL its directors servants or agents save in respect of any death or personal injury caused by the negligence of PSL as aforesaid.

VIII. Force majeure

PSL shall have no liability to the Client 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 but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of PSL 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 seven days, the Client shall be entitled to give notice in writing to PSL to terminate the Contract.

IX. Termination

PSL may at its own discretion summarily terminate any hire contract with the Client upon the happening of any of the following events:-

- (a) if the Client shall fail to pay the Fee and/or any monies due to PSL hereunder or dishonour any payment paid by it to PSL; or
- (b) if the Client 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 Client or notice of intention to appoint an administrator is given by the Client 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 Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.
- (c) if the Client shall be in breach of any of the terms of these Conditions; or
- (d) if the Client 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 PSL against the Client prior to the date of termination. If the Contract is cancelled under this condition PSL will use reasonable endeavours to re-book the Studio but it reserves the right to charge a cancellation fee. Any sums already received by PSL under this Contract will be deducted from the cancellation fee.

On completion, termination or cancellation of the Contract for any reason, any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect.

X. Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

XI. Covid

1. Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any applicable law, legislation and/or any guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under the Contract as a result of or in relation to COVID-19. PSL shall not be liable for any delay in or failure to comply with its obligations under the Contract as a result of COVID-19. The Client shall at all times keep PSL fully indemnified against all losses, actions, proceedings, costs, charges, claims, expenses and demands whatsoever as a result of any representative of the Client having or causing any other person to have COVID-19.
2. The Client shall provide a written Covid risk assessment to PSL at least 48 hours before the hire period commences.

XII. Miscellaneous Terms

1. These Conditions shall be read and construed in accordance with the Laws of England and the Client agrees to submit itself to the Courts of Justice in the locality of PSL.
2. The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without PSL's prior written consent. PSL may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.
3. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except:
 - a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

4. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right

or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

5. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.