

## CHERRYDUCK - HIRE TERMS AND CONDITIONS

These Terms and Conditions shall apply to the hire of Studios and or Equipment from Cherryduck Limited ("the Company") by customers who are hiring the Venue for business purposes.

### 1. Booking

At the time of making a Booking the Customer shall set out, in detail, the planned Event. Details required include the purpose, the number of occupants, technical and catering requirements. The Company shall provide a booking form to the Customer which shall provide prompts for all required information.

At the time of making a Booking or as soon as possible thereafter but prior to the start of the Hire Term the Customer shall supply to the Company names of any VIP guests attending.

When making the Booking the Customer shall provide the details of what is required, as well as the date and duration of the Event. The Company shall use its best and reasonable endeavours to satisfy the Customer's requirements. If the requested dates, venues or equipment are not available, the Company shall offer the nearest available alternatives.

Once the Booking is made and the Deposit paid in accordance with Clause 4 the Venue shall be reserved for the Customer for the agreed Hire Term subject to these Terms and Conditions.

### 2. Hire Term

The Venue may be booked for a minimum of one day (8am-6pm). The Company shall endeavour to accommodate requirements for both shorter and longer periods on request, however such extended terms are available at the exclusive discretion of the Company and by agreement only. Overtime which has not been booked in advance shall be charged at £150 per hour + VAT.

The Hire Term shall be agreed at the time of Booking and may only be subsequently varied by the Customer giving written notice to the Company not less than 7 days prior to the start of the Hire Term. The agreed Hire Term will be set out in the Hire Agreement.

### 3. Deposit

At the time of Booking the Customer shall be required to pay a Deposit to the Company. The Deposit shall be 50% of the total Hire Fee. Bookings shall not be deemed confirmed until the Deposit is paid in full.

Subject to the cancellation provisions set out in Clause 5 the Deposit shall be non-refundable.

### 4. Fees and Payment

The Hire Fees will be determined by reference to the length of the Hire Term, calculated based on a daily rate, and any additional items which may be included in the Venue hire, as set out in the Hire Agreement.

In limited circumstances concessionary rates may be available. Such rates shall apply to the hire of the Venue by non-profit organisations, educational establishments, charities and similar organisations. The Customer may consult with the Company at the time of Booking in this regard. Concessionary rates are available at the exclusive discretion of the Company and by agreement only.

Payment of the balance of the Hire Fees shall be made in full within 1 day of the start of the Hire Term. Payment may be made by credit card, debit card or BACS.

Hired Personnel provided in accordance with Clause 20 shall attract Personnel Fees which shall be calculated on an hourly basis at the rate(s) set out in the Hire Agreement.

### 5. Cancellation

Subject to the provisions of Clause 28 the following shall apply to cancellation of the Booking by the Customer:

If the Customer cancels the Booking more than 5 working days ahead of the start of the Hire Term the Company shall issue a full refund of all sums paid, including the Deposit.

If the Customer cancels the Booking between 2 and 5 working days ahead of the start of the Hire Term the Customer will be billed 50% of any outstanding Hire Fees, which shall become immediately payable. No refund shall be issued on any fees already paid to this point up to 50% of the value of the hire.

If the Customer cancels the Booking less than 2 working days ahead of the start of the Hire Term the Company shall retain all sums paid and any outstanding Hire Fees shall become immediately payable. No refund shall be issued.

If the Customer does not cancel the Booking but fails to attend at the time of the Hire Term the Company shall retain all sums paid and will bill for any outstanding amounts on the booking.

Subject to the provisions of Clause 28 the Company may cancel the Booking at any time prior to the start of the Hire Term and shall refund all sums paid, including the Deposit.

### 6. Technical Facilities

The following items are also available at additional cost, such cost to be reflected in the Hire Fees:

#### Lighting, Technicians, Personnel and Equipment

### 7. Utilities

If the Customer requires the use of any additional items detailed in Clause 6 these shall be specified at the time of Booking or as soon as possible thereafter. The Company cannot guarantee the availability of such facilities if booked less than 5 days prior to the start of the Hire Term.

Unless otherwise stated in the Hire Agreement the use of all utilities including gas, electricity and water shall be included in the Hire Fees. No additional charges shall be levied.

The company will not be held responsible for any issues relating to utilities, including but not limited to: power cuts; electrical works etc.

If, in the Company's judgement, the Customer is likely to use an abnormally high amount of gas, electricity or water during the Hire Term it shall have the option of metering the Customer's use of the relevant utilities and charging a separate fee therefor. The Customer shall be informed of any such decision at the time of making the Booking or not more than 7 days thereafter.

High-speed internet is available for use throughout the facilities for the Customer. We operate a fair-use policy for this facility. The Customer agrees not to:

use the Internet Access in connection with junk mail, spamming or any other unsolicited messages or activities;

upload files that contain viruses or any other similar software or programs that may damage the operation of the Licensor's computers or any computer owned by another occupier in the Building;

download, upload or distribute any files that it knows, or reasonably should know, cannot be legally produced, displayed, performed, and/or distributed in such manner; and

use the Internet Access for any illegal or immoral purpose.

The Customer shall comply with any regulations introduced from time to time by the Company relating to Internet Access.

If the Customer is operating a live-stream video event from our facilities, the Company will not be responsible for any technical issues relating to the failure of the Internet access provided, and we recommend the Customer have in place their own back-up system in this unlikely event.

### 8. Use of the Venue

If any additional equipment such as staging, stands, lighting, scaffolding or similar is supplied and used by the Customer for the Event, such equipment may only be used in such a way which does not require any destructive fixing to the structure of the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted.

The Customer shall bear the costs of making good any damage to the Venue caused as a result of the Event.

The Customer may not, at any time, have gas cylinders in the Venue or any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without the prior written permission of the Company, such permission to be sought at least 7 days prior to the start of the Hire Term.

The Customer may not, at any time, allow live animals into the Venue without the prior written permission of the Company, such permission to be sought at least 7 days prior to the start of the Hire Term. This prohibition does not include guide dogs for the blind which shall be permitted at all times.

The Customer may not at any time use candles or other lighted flames inside the Venue without the prior written permission of the Company.

No sale of goods may take place during the Event without the prior written permission of the Company.

The Customer is expected to return the venue and equipment back to the original hiring condition. A basic cleaning charge is included on our rates, however, if additional cleaning or repairs are required, extra fees will be applicable.

### 9. Advertising and Promotion (If applicable)

The Customer shall be responsible for advertising and promoting the Event. Any and all advertising materials for the Event must be checked and approved by the Company prior to their release to the general public, such approval not to be unreasonably withheld.

All advertising materials must be submitted to the Company for approval at least 14 days prior to the start of the Hire Term.

### 10. Health and Safety

The Customer should provide the Company with a copy of their own Risk Assessment or signed risk waiver prior to the Venue Hire.

If the Customer will be using anything on a shoot that the Company should be aware of in regards to Health and Safety they must inform the Head of Studios prior to the hire. This includes but is not limited to: animals, children, excessive

amounts of water, pyrotechnics and smoke.

If the Customer is using firearms or replica weapons, the Company must be informed, and the Customer must follow all met police guidelines and regulations in regards to firearms and replica weapons.

Any and all electrical equipment to be used by the Customer during the Event must be fully PAT Tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.

The Company shall have the right to inspect electrical equipment at any time during the Hire Term for compliance and shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.

The use of multi-socket adapter plugs or extension blocks (of up to 4 sockets) is permitted.

The Customer shall be made aware of all fire exits and fire equipment prior to the start of the Hire Term. All fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended purpose.

The Company shall have the right to inspect the Venue at any time during the Hire Term and shall request the removal of any number of persons in excess of the numbers stated above.

**11. Access to the Venue**

The Customer shall be provided with a plan of the Venue showing access points. The loading and unloading point is located via reception or Studio doors.

Access for loading and unloading is permitted between 8:00am and 6pm Monday to Friday. Access outside of these hours shall be by prior arrangement only and at the Company's sole discretion.

Parking facilities are available and should be reserved at time of hire.

**12. Disability Provision**

Wheelchair access is provided as standard at the Venue for some studios. Please contact the Company with any requirements you have prior to the Venue hire. There currently are limited disabled bathroom facilities on-site.

The Venue is not fitted with an induction loop for hearing aid users.

**13. Good Order and Nuisance**

The Customer 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 Customer's staff, performers, exhibitors, Hired Personnel and any other individuals that are in attendance for the purposes of the Event and not under the control of the Company.

Noise must be kept to a reasonable level at all times. The Customer must ensure that no noise escapes the Venue.

Amplified music used for the Event must not exceed 90db at any time.

**14. Recording and Broadcasting**

Recording of sound or video shall be permitted for commercial reasons during the Event (including the Customer's own promotional purposes) as part of the normal Hire.

Broadcasting may take place during the Event as part of the normal Hire. This includes, but not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

**15. Press**

If the Customer intends to invite members of the press or media for the purposes of reporting on the Event or otherwise covering it in the normal course of their duties, the Customer shall submit a written request to the Company at least 7 days prior to the start of the Hire Term for approval, such approval not to be unreasonably withheld.

In the event that members of the press or media gain unauthorised entry to the Event the Customer shall not be held responsible however it may be required to prove that such entry was unauthorised and unknown.

**16. Films**

The Customer may show films during the Event provided any such shows are given in accordance with the provisions of the Cinemas Act 1985. Under that Act, the Customer must provide at least 7 days written notice to the Company of its intention to show a film.

Where a projector is to be used for showing the film a clear area of at least 1 meter must be left around the projector. Only authorised personnel shall be permitted within that perimeter during the opening hours of the Event.

**17. Music**

We have a PRS Licence for the venue, but Hirers must ensure any music used complies with the requirements for their own use.

**18. Catering**

The Customer shall be offered the use of the on-site catering service and

indicate this at the time of booking if required. If the Customer is using external catering suppliers, and requires the Company to provide cutlery, crockery and waiting services, then extra fees on top of the standard Hire may apply.

Stocked fridges will be made available to each Studio Hire. The contents of which are charged per item and will be billed after the Hire. If the Customer does not wish to make use of this, they can request to empty or lock this facility prior to the Hire.

**19. Licensing and Alcohol**

The Company does not provide alcohol at the Venue. If the Customer requires alcohol it should be purchased privately and indicated on the booking form that this will be so.

**20. Hired Personnel**

The Company employs staff at the Venue which can be made available for the use of the Customer. The skills and training of such staff shall be outlined to the Customer at the time of Booking.

If the Customer wishes to employ the services of the Hired Personnel, they shall select the individuals they require at the time of Booking. The Hired Personnel shall be made available at the start of the Hire Term and shall remain on hand for the duration of the Hire Term unless otherwise agreed.

Personnel Fees shall be charged in accordance with Clause 6 for all Hired Personnel. Any disputes as to hours worked shall be referred to the Company.

**21. Removal following Event**

Unless otherwise agreed the Customer shall be required to vacate the Venue by 6pm on the day of the final day of the Hire Term. If the final day of the Hire Term is a Saturday, vacation must be completed by 4pm on that day.

**22. Insurance**

The Company has in place insurance cover for the Venue and all other property of the Company which is in the Venue either permanently or only for the duration of the Hire Term.

The Customer shall be responsible for securing adequate insurance cover for any additional items that they bring to the Venue. The Company's insurance shall not cover the Customer's property nor that of any third parties.

The Customer shall be required to take out a public liability insurance policy with a minimum indemnity of £10,000,000 which shall cover the Customer, the Company and any contractors used by the Customer with regard to claims, proceedings, costs, charges and expenses associated with damage to or loss of property or injury to any person which may occur while the Customer, its employees, contractors or guests are present at the Venue during the Hire Term.

The Customer shall produce evidence to the Company of any and all insurance required under this Clause 24 on demand.

**23. Liability and Indemnity**

The Company will not be liable for any personal injury or damage to property which occurs during the Event save for personal injury which is attributable to improperly maintained equipment or structural work owned and maintained by the Company.

The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

The Customer shall be fully responsible for the acts and omissions of the Hired Personnel during the Hire Term (or the relevant part thereof) and shall fully indemnify the Company in respect of all claims howsoever arising for any damage or loss occasioned to property or persons in connection with the Hired Personnel.

Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company or the Hired Personnel.

**24. Data Protection**

All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice The Operations Director.

**25. Data Processing**

In this Clause, Clause 24 and in the Hire Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation ("GDPR").

[All personal data to be processed by the Company on behalf of the Customer, subject to these Terms and Conditions and/or the Hire Agreement, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.]

**26. Termination**

Where the Customer is an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

the Customer is in breach of these Terms and Conditions;

the Customer has had their personal belongings confiscated in order to satisfy debts; or

the Customer has a receiving order made against them.

Where the Customer is a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

the Customer is in breach of these Terms and Conditions;

the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

In the event of termination for any of the above reasons:

all payments required under the Hire Agreement shall become due and immediately payable; and

the Company shall have the immediate right to request the immediate vacation of the Venue if the Event or preparations therefor have already commenced.

**27. No Waiver**

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

**28. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

**29. Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

Acceptance of terms

I confirm I am authorised to accept this order on behalf of the client company. The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature \_\_\_\_\_

Client Name:

Client Company:

Date: