



Welcome to  
Fleetwood Studios

Published December 12th 2016 and  
supersedes any previous terms and  
conditions

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# Terms and Conditions

## Definitions

### Terms & Conditions

In these conditions the following expressions have the following meanings: “FFS” Fleetwood Film Studios Limited “the Customer” any person or firm or company dealing with FFS or any servant or employee of such a person firm or company.

“Services” shall include all studio space and the services of FFS personnel or of any sub-contractor of the Company.

“Equipment” shall include all fixtures and lighting and other materials provided by FFS or by its nominated sub-contractors.

“Studio” the premises of FFS for the time being where the services and equipment are provided.

## General

1. The Customer must effect its own insurance cover against consequential loss of profit and other Risks and must effect its own cover against loss damage or theft of its own equipment brought onto the premises, equipment hired in by themselves and equipment owned by FFS or hired in by FFS from sub-contractors. All equipment must be covered by the insurance of the Customer for the entire period that it is at the premises of FFS, i.e. from the time it is delivered to the studio until it is collected by, or delivered to, the sub-contractor or Customer. Under no circumstances will FFS entertain any claims arising out of any failure of the Customer to effect its own insurance cover.

2. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of FFS.

3. Full details of the FFS services and rates may be provided on the FFS website, which may be varied by FFS without notice.

4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of FFS resulting from negligence or otherwise unless permitted by Statute.

5. The customer must send to FFS, by mail, fax or e-mail, a copy of their production

insurance certificate or public liability insurance prior to the commencement of the booking. If none is received the customer accepts directly any claim against them directly

## Studio Hire

1. Bookings cancelled with less than four working days notice are charged at the full rate. Bookings cancelled with more than 4 days working notice are refunded minus your deposit.

Cancellation days do not include weekends or public holidays. So by example for a 1 day booking on a Monday, We should be informed no later than 6PM the previous Monday.

2. Bookings may only be extended or amended with the prior consent of FFS.

3. The Customer must observe all regulations governing the use of the Studio and of any equipment and services whether imposed by FFS or by any statutory body or Local Authority.

4. The Studio is available for the 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 the Studio without the prior written consent of FFS.

5. The Customer is responsible for any loss or damage occasioned to the Equipment, (whether owned by FFS, hired in by FFS from sub-contractors, or hired in by the Customer) or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or subcontractor of the Customer.

6. Any materials used in connection with sets constructed by the Customer shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer.

7. No alterations decorations or additions to the Studio are permitted without the consent of FFS 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. Any costs incurred by FFS arising out of any breach of this Condition shall be paid by the Customer.

8. Decoration of the Studio or the cove is unacceptable. If no such notification is given the Studio and cove and decoration will be determined to be of an acceptable standard for use by the Customer. **Special painting requirements should be notified to the Studio manager at least 48 hours in advance and the proposed requirement will be price quoted.**

9. If the customer or persons under supervision of the customer behave in an inappropriate, illegal or dangerous manner, FFS reserve the right to escort such persons off the premises and cease the hire of the studio immediately.

10. A studio hire day is 10 hours between the hours of 8am and 6pm, unless otherwise arranged. Overrun charges are charged as per the prices in the Studio Guide

11. Use of the studio by the client automatically constitutes agreement of these terms and conditions.

### Hire of Services and Equipment

1. All Equipment and services are supplied by FFS entirely at the risk of the Customer. FFS shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit.

2. All Equipment supplied to the Customer is in good condition. The Customer must notify FFS at the time of supply if the condition of the Equipment is not acceptable.

3. In no circumstances shall FFS be liable for any transport cost or for any loss or damage including consequential loss or damage however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.

4. The Customer may not without the written consent of FFS (i) Remove the equipment from the Studio premises; or (ii) modify or alter or tamper with the Equipment in any way; nor (iii) use the Equipment in a manner not recommended by the Manufacturer; nor (iv) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

5. Where at the request of the Customer FFS supplies to the Customer the services of a driver, assistant, sub-contractor, free-lance or other person such person shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and FFS shall not be liable for loss or damage of any kind however caused.

6. FFS shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of FFS or any other person whose services are supplied to the Customer.

7. The hire period for services or Equipment cannot be extended otherwise than with the consent of FFS

8. 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 compensate FFS for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time

9. Bookings and cancellations must be made in accordance with the Conditions 2 and 3 of Paragraph II above.

10. The Studio is supplied clean with a white painted cove if applicable at the start of the hire period and all the costs of painting repairing and maintaining this state are payable by the Customer. FFS must be notified by the Customer at the start of the hire period if any aspect of the condition of the cove is considered damaged or unfit for use.

#### V. Payment and Additional Charges

1. Unless otherwise agreed, 50% of the hire charges (your deposit) will be settled in cash, credit card, or bank transfer at booking time and the balance full before the commencement of the hire period. Account Customers must settle accounts within 30 days of the date of invoice. Payment of studio hire on day will incur a 5% credit card handling charge. We no longer accept cheques.

2. Overdue accounts will accrue interest and penalty charges as per UK legislation

3. The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and Equipment is surrendered or returned to FFS. FFS reserves the right to make an additional hourly labour and studio charge to cover any costs incurred by FFS pursuant to condition 9 paragraph III above.

4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.

5. At the end of the hire period the Customer may be charged at the discretion of FFS an additional rental where the Studio or any item of Equipment is delivered to or returned to FFS in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.

#### Exclusions of Liability

Subject as hereinbefore mentioned FFS shall not be liable to the Customer for any loss

damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

(a) any damage to or loss of property by the Customer or the Customers servants or agents or any third party.

(b) any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by FFS. (c) any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of FFS or the servants or agents of FFS.

### Indemnity

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

### Termination

FFS may 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 any of the monies due to FFS or dishonour any cheque paid to it; or

(b) if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or

(c) if the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to FFS against the Customer prior to the date of termination.

### Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England.