

# Saracen House Studio - Terms and Conditions

## Definitions

“The Studio” refers to the company known as Saracen House Studio.

“The Facility” is the premises situated at Saracen House, London Road, Old Stratford, Milton Keynes, MK19 6AE.

“The Customer” refers to any person or persons, company or other organisation that is hiring The Studio or connected with any person, persons, company or other organisation that is hiring The Studio.

## Liability

The Customer is responsible for ensuring that they and their guests adhere to safe working practices throughout their visit to The Facility. The Customer is responsible for claims of liability made as a result of their failure to maintain safe working practices, including, but not limited to, safe height practices, avoidance of trailing leads and electrical safety. We recommend that The Customer makes provision for their own Public Liability Insurance as The Customer agrees to indemnify The Studio against any claims and/or losses that may arise as a result of their rental of The Facility.

The Customer agrees to indemnify The Studio against any costs, claims or fines which may be made as the result of their use of The Facility.

The Studio is responsible for ensuring that equipment and facilities are in a safe and serviceable state of repair and will provide Public Liability Insurance against any claims where The Studio fails to achieve this.

The Studio will not be liable for any loss, damage, expense, costs or loss of income as a result of renting The Facility. In addition, whilst reasonable measures will be taken by The Studio, no responsibility for loss or damage of any property or vehicles of The Customer or their guests will be accepted.

The Studio will not be liable for any injury or death to The Customer or their guests not directly attributable to the negligence of The Studio.

The Studio will not be liable for any losses, whether direct or consequential, that are a result of malfunction, error, availability, illness or any other reason outside of our control as to why The Facility may not be able to be rented, except for any fees that have been paid to The Studio in respect of rental charges.

In the unlikely event of The Studio having to cancel your booking, we will refund any fees paid with respect to the rental of The Facility and offer to provide proof of cancellation if required. We will endeavour to provide alternative facilities for your booking, however this cannot be guaranteed, or offer alternative dates for your booking.

The Facility, services and equipment are all provided wholly without warranty and at The Customer's own risk and may be subject to change without notice at any time by The Studio.

The Studio reserves the right to refuse admission to any person or to remove any person from The Facility if it is believed that there is any risk to health and safety of any person, risk to any part of The Facility or if the person is believed to be behaving in an unruly, disruptive or abusive manner, is believed to be intoxicated under the influence of alcohol or drugs, or if that person is believed to partaking in any illegal activity whilst on the premises. The Studio reserves the right to terminate any booking in these circumstances, upon which the full cost of any outstanding rental fees will be immediately due and without refund of any paid fees.

### **Damage**

Any damage caused by misuse, misadventure or carelessness to any set, fixture, fitting, equipment, accessory and consumable, including flash or light bulbs and background paper rolls will be charged to The Customer and becomes payable before the end of the booking. Reasonable wear and tear is excluded and the use of paper background rolls is included in the cost of the rental of The Facility. Any damage, to background paper, not considered wear and tear will be chargeable at £8 per metre damage and/or rendered unusable.

The Customer agrees to take all reasonable steps to ensure the safe use of all equipment within The Facility and will agree to indemnify The Studio against any costs for any damage caused.

### **Bookings**

All bookings are considered final and binding, unless agreed otherwise in advance with The Studio. The Studio may agree to provisionally hold a booking until final arrangements can be made. If this is agreed the standard period of which that a provisional booking will held for is twenty-four hours, unless otherwise agreed. The Studio may offer The Facility for rental to another party if any provisional booking is not confirmed within the agreed timeframe.

The Studio may ask for a booking to be confirmed by way of payment of a deposit. The deposit is non-refundable unless The Studio cannot fulfil the booking. When a deposit is requested, the amount will be advised at the time of booking and must be paid online within forty-eight hours of the booking being made or by cheque via post within three days of the booking being made. If the deposit is not received within these timeframes then The Studio reserves the right to offer the booking to another party without notice, however we will endeavour to contact you beforehand.

Any deposit must be received no later than ten working days prior to the date of the booking unless the booking date is less than ten working days from the date of booking, whereby the deposit must be paid online within two hours of the booking being made or in person at The Facility at an agreed time with The Studio.

Any remaining balances become due no later than the end of the booking and can be paid in cash, credit or debit card via Google Checkout or by personal cheque only when accompanied by a valid cheque guarantee card to the guarantee value of that card only. Company cheques will only be accepted by prior arrangement.

The Studio only offers credit facilities to registered companies and only when agreed in advance with The Studio. The Studio may subject any such application to a credit reference agency which may record the details of the search. Any invoiced amount becomes due on the thirtieth day following the date of the invoice. Any monies not payable within thirty days of the date of invoice may be subject to interest, charges, fees and details of the debt being recorded with a credit reference agency.

### **Equipment**

The studios makes available equipment, services and facilities on an as-is basis. No warranty or guarantee is offered and whilst The Studio will endeavour to make available all advertised equipment at all times, it cannot be guaranteed to do so and such items may be varied at any time and without notice for whatever reason.

No item or items belonging, hired or leased or lent to The Studio may be removed from The Facility at any time unless agreed in writing with The Studio. A charge or deposit may be required for any such agreement.

The Customer agrees not to use any item of equipment in any way not recommended by The Studio and/or the manufacturer.

### **Privacy**

The Studio will store your contact information and email correspondence securely and we may use your contact details to occasionally provide you with information about our service, The Facility or to update you with other pertinent information. If you do not wish us to provide you with a newsletter or marketing information from The Studio please advise us in writing and we will remove your contact information from any subscription lists.

Your dealings with The Studio will remain private and confidential unless requested to release such information to assist in a Police investigation or by order of Court or Warrant. The Studio will not pass your contact details to any other company or person, unless you ask us to do so.

### **Booking Times – Including Setup and Clear-Up Time**

When making a booking please note that this is the only time when The Customer can expect full and exclusive use of The Facility, unless otherwise agreed. The Studio will not allow access to The Facility to any other party not connected with The Customer, unless agreed otherwise or as required by law. The Customer may not be able to enjoy exclusive use of The Facility outside of the booked times.

Where The Customer requests that the time of the booking be altered, The Studio cannot guarantee that such a change may be available and may be subject to additional fees. Where The Customer or a guest of The Customer is delayed, any missed booking time will still be chargeable.

The Customer may be able to extend their booking beyond the booked times. Any additional time is chargeable at the prevailing advertised rates and any part of hour is chargeable at the full hourly rate. The Customer will only be permitted to extend their booking with the agreement of The Studio

and will be subject to availability. Should there be no additional availability to extend the booking, The Customer agrees to terminate their booking at the agreed time and must not overrun.

The Studio will allow for a period of fifteen minutes before and fifteen minutes after each booking to allow for setting up and clearing up of the shoot. If you feel that you will require more than this standard period of time, The Customer may book additional time from The Studio in advance at the standard advertised rates. It may not be possible to accommodate additional time not booked in advance, however The Studio will attempt to accommodate such requests and may be subject to the standard advertised rates for rental.

### **Conduct**

All parties, including The Customer and their guests, are required to demonstrate good conduct whilst at The Facility, including respect for our neighbours, representatives of The Studio and any other person onsite. All parties are required to behave in a lawful and respectful manner. Invasion of personal space, private rooms and any inappropriate behaviour is not permitted and may result in the booked being terminated with the full fee payable.

The Facility will be manned by a representative of The Studio at all times, unless agreed otherwise.

In the event of any party failing to appear for a booking, the full fee for rental of The Facility will become due. The Studio will provide proof of costs paid in order for any claim against any other party by The Customer if required.

If we book a party on your behalf who fails to attend then we will refund any fees paid to The Studio but will not be liable for any additional expenses or costs.

### **Website Terms**

By using The Company's website you are agreeing to the terms contained in this document, which may be subject to change from time to time without notice.

All content, including layout, design, text and graphics and photographs on the website are subject to copyright and may not be downloaded, published, copied, lent or sold under any circumstances without prior written permission from the copyright holder. Any unauthorised use may result in legal recourse or fees.

By visiting this site, we may collect certain non-personal information about your visit, which will include the type of browser you have used, your unique IP address and also we may place a cookie on your computer which will help us understand how often you visit our website and which pages you look at, which helps us to improve our site in the future. This does not contain personal information, such as your name and address or email address, unless you specifically choose to contact us with this information.