

# Conditions for Hire of Giltbrook Studios.

'Giltbrook Studios' is a trading name of Finishing Post Creative Limited.

## Clarification of terms

The 'customer' means the person, company or organisation hiring the studio and includes all personnel working for or connected with the customer on whatever basis.

The 'hire period' includes all the time when the hirer is in occupation including times when hirer's equipment or other belongings are in the building even though the building is locked and no-one is present.

The 'studio' means all or any part of the building including the grounds and surroundings, even those not specifically hired to the customer.

## The Agreement

1. Giltbrook Studios make no claims for the fitness for purpose of any aspect of the studio. Customers should ask to check out the suitability of any element before their hire period commences. Giltbrook Studios reserve the right to make a charge for time spent proving fitness for purpose.
2. Giltbrook Studios can make no promises as to availability of the studio unless agreed in writing. The period of hire cannot be extended except by prior agreement with Giltbrook Studios.
3. **Giltbrook Studios do not provide insurance cover for customers hiring the studio.** The sign reproduced at the end of this document is displayed in a prominent position in the studio. It forms part of the hire agreement but does not limit it. To the satisfaction of Giltbrook Studios, customers will repair damage and make good losses they cause during the hire period
4. The customer agrees to protect the studio against theft and damage. The customer accepts responsibility for ensuring security throughout the hire period.
5. The customer takes responsibility for following all fire and safety rules during the hire period. A representative of Giltbrook studios will be available to provide training upon request at a mutually convenient time before the hire commences.
6. Giltbrook Studios shall have no liability to the customer for consequential losses which result from power cuts, external noise or other events or breakdowns which delay or prevent use of the studio. Liability shall be limited to an additional hire period at the discretion of Giltbrook Studios.
7. During the hire period the customer shall not cause noise or other disturbance in the neighbourhood which could lead to action by individuals or organisations against the studio.
8. Where Giltbrook Studios provide services, any persons performing these services are servants of the customer and are under the sole control and direction of the customer.
9. When entering any other area of the building without being accompanied by an agent of Giltbrook Studios, a customer accepts responsibility for ensuring the safety and security of that area even though that area has not been hired to the customer.
10. Any defects found in the studio infrastructure should be brought to the attention of Mark Harwood or John Russell. A customer who identifies an unacceptable risk then continues to work is deemed to accept liability for any consequences that follow.
11. Unless agreed in writing the customer takes responsibility for all costs incurred by their use of the studio including electricity, telephone bills, equipment hire, taxis, food and the like.
12. At the end of the hire period the customer agrees to leave the studio in a condition equal to or better than its condition at the commencement of the hire period.

13. The hire period does not end until the studio is formally handed back to a servant of Giltbrook Studios. Do not walk away at the end of the shoot without ensuring the security of the studio.
14. In the event of a confirmed hire being cancelled, Giltbrook Studios reserve the right to charge a cancellation fee equivalent not exceeding the cost of the hire.
15. Payments fall due 30 days after the tax point unless agreed in writing by Giltbrook Studios.
16. Should any dispute arise which is not covered by this document the customer agrees to be bound by the generally accepted terms and conditions being applied by other companies who hire out studio facilities to the TV industry.
17. Customers who do not understand any of these terms and conditions should seek clarification from a representative of Giltbrook Studios.

I understand and agree to these terms and conditions 1 to 17.

Signed..... for.....

Date...../...../..... ..

Name in block capitals .....

*Sign printed on studio doors (see 3, above).*

**Attention:**

**This concerns all hirers of the studio.**

**Studios can be dangerous! Please look out for your own and your colleagues' safety at all times. Grid lighting may only be adjusted under the supervision of a qualified electrician.**

**Whilst we make every effort to ensure the studios are safe and secure, the studio is hired to you on the understanding that you have arranged appropriate production insurance cover.**

**Please note that insurance for equipment (whether owned by you or hired in) and insurance against damage or injury you might cause during your shoot, is *not* included in any of the studio rates.**

**For clarification, please speak to the facilities manager.**