

## TERMS & CONDITIONS

These terms and conditions will apply to every confirmed booking whether verbal or written made with Next in relation to the Studio

### 1 DEFINITIONS AND INTERPETATION

In these terms and conditions the following expressions have the following meanings:

#### 1.1 Agreement

"Agreement" means these terms and conditions together with the Booking Form

#### 1.2 The Booking Form

"The Booking Form" means the confirmation of booking form annexed to these terms and conditions incorporating the price list and scale of charges

#### 1.3 The Building

"The Building" means the building known as Unit 10 Premier Park, Park Royal, London NW10

#### 1.4 Cancellation Charges

"Cancellation Charges" are detailed in the Booking Form

#### 1.5 Deposit

"Deposit" means the sum (if any) set out in the Booking Form

#### 1.6 The Designated Hours

"The Designated Hours" means the hours of use specified in the Booking Form

#### 1.7 Expenses

"Expenses" means the cost of any Studio Equipment, services staff or modifications to the requirements of Hirer including (but not limited to) any telephone charges, additional equipment hire, taxis, catering, service of assistants and other personnel of Next and any third party sub-contractors or employees engaged by Hirer.

#### 1.8 Hirer

"Hirer" means any person or firm or company dealing with Next or any servant or employee of such a person firm or company

#### 1.9 Hirer's Equipment

"Hirer's Equipment" means any equipment goods or materials of whatever kind belonging to Hirer or brought into the Studio by Hirer

#### 1.10 Hire Fee

"The Hire Fee" means the amount specified in the Booking Form

#### 1.11 The Hire Period

"The Hire Period" means the period specified in the Booking Form and for the purposes of clauses 3.2, 3.4, 3.6, 5.8, 5.12, 7.5, 7.7 and the definition of "Recording" such period shall commence on the earlier of the agreed booking

time and the time Hirer enters the Studio and end on the later of the agreed booking time and the time Hirer exits the Studio

#### 1.12 **Maximum Liability**

"Maximum Liability" means an amount equal to the Hire Fee

#### 1.13 **Next**

"Next" means Next Group Plc (company number 35161) whose registered office is at Desford Road Enderby Leicester LE19 4AT

#### 1.14 **Permitted Use**

"Permitted Use" means use as a photographic studio for the purpose of the making of Recordings

#### 1.15 **Recording**

"Recording" means any recording of sound(s) and/or visual image(s) recorded in whole or in part during the Hire Period at the Studio

#### 1.16 **Shared Areas**

"Shared Areas" means those areas of the Building (other than the Studio) accessed by or accessible by Hirer

#### 1.17 **The Studio**

"The Studio" means the studio forming part of the Building

#### 1.18 **Studio Equipment**

"Studio Equipment" means all equipment fixtures fittings lighting furniture and other materials and appliances provided by Next or any sub-contractor of Next as agreed between Next and Hirer and set out in the Booking Form and any additional equipment requested by Hirer or supplied by Next to Hirer from time to time

## **2 AGREEMENT**

2.1 These terms and conditions together with the Booking Form constitute the Agreement whereby Next gives Hirer the right for the Hire Period and during the Designated Hours only in common with Next and all others authorised by Next so far as is not inconsistent with the rights given to use the Studio for the Permitted Use.

2.2 This Agreement shall only be accepted and binding on Next once:

2.1.1 Hirer shall have returned a duplicate copy of the Booking Form to Next signed by or by a duly authorised representative of and on behalf of Hirer; and

2.1.2 Next shall have received cleared payment of the Deposit (if any); and

2.1.3 the Booking Form shall have been signed by Next or by a duly authorised representative of and on behalf of Next.

2.3 The Studio is available for use between the hours of 9am and 6pm during the Hire Period. Use outside these hours shall be charged at the published overtime rates set out in the Booking Form

2.4 Any confirmed bookings which are cancelled prior to the commencement of the Hire Period will be billed at the rate set out in the Booking Form and any confirmed booking cancelled less than 2 working days prior to the commencement of the Hire Period will be billed at the full rate plus any costs incurred by Next by way of expenses.

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### **3 PAYMENT AND CHARGES**

- 3.1 Time for payment shall be of the essence.
- 3.2 The Hire Fee is payable on the first day of the Hire Period and must be paid, together with any VAT, by way of cleared funds to Next in advance prior to the commencement of the Hire Period.
- 3.3 Credit account customers will be invoiced for all costs apart from daily hire fees. Payment terms on invoices are within 30 days from the date of invoice unless stated otherwise.
- 3.4 Hirer must deposit the Deposit with Next as security for the performance and observance of Hirer's obligations in this Agreement to be repayable to Hirer less any amount due to Next in respect of any non-performance or non-observance by Hirer within fourteen (14) days of the end of the Hire Period or such longer period as may be necessary to ascertain any amount due to Next.
- 3.5 Hirer shall pay for and indemnify Next against all Expenses which shall be billed to and paid for by Hirer in conjunction with payment of the final invoice.
- 3.6 At the end of the Hire Period Next may at its discretion charge Hirer an additional amount where the Studio or any Studio Equipment is delivered or returned to Next in a dirty untidy or damaged condition.
- 3.7 For the avoidance of doubt if the booking is cancelled prior to the commencement of the Hire Period the Cancellation Charges will apply.
- 3.8 If Hirer shall fail to pay to Next any sums due to Next on or before the date that the sums fall due then Next shall be entitled to charge Hirer interest thereon at a rate of 4 % per annum above Barclays Bank Plc base rate from the date that such sums fall due until the same are paid to Next

### **4. INSURANCE AND DAMAGE**

- 4.1 Next will procure the insurance of the Studio against all normal insurable risks but not further or otherwise. Hirer shall be liable for and must effect its own insurance cover against loss or damage to or theft of Hirer's Equipment 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.
- 4.2 Hirer must not do anything that will or may constitute a breach of any statutory requirement affecting the Building or that will or might wholly or partly vitiate any insurance effected in respect of the Building from time to time.
- 4.4 Hirer must not cause or allow damage to the Building and shall pay to Next on demand the amount required to remedy or make good any such damage.
- 4.5 Hirer shall use or cause to be used the Studio in a skilful and proper manner and shall ensure that it is so used by persons properly skilled and qualified to use the Studio Equipment. Any loss or damage to the Studio Equipment is the sole responsibility of Hirer who will be responsible for the full cost of repair or replacement as necessary of the Studio Equipment. Hirer must not repair or attempt to repair or request a third party to repair the Studio Equipment but must forthwith upon the happening of any breakdown or damage notify Next. Next will thereupon arrange for the repair of the Studio Equipment or (if Next in its absolute discretion consider the Studio Equipment to be beyond repair) for its replacement. In either event the costs of the repair or replacement is the responsibility of Hirer who will reimburse Next the full cost thereof after notification to Hirer of such costs.

### **5 GENERAL**

- 5.1 Hirer must not obstruct any Shared Areas or make them dirty or untidy or leave any rubbish on them and must not cause damage to or otherwise interfere with any Shared Areas.
  - 5.2 Hirer must not use the Studio for any illegal purpose or for any purpose which in the opinion of Next is indecent obscene or immoral or in such a way as to cause any nuisance damage disturbance annoyance
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inconvenience or interference to the Building or adjoining or neighbouring premises or to the owners or occupiers or users of any adjoining or neighbouring property.

- 5.3 All sums payable hereunder are expressed to be exclusive of VAT which shall if applicable be payable in addition to such sum provided that a valid VAT invoice shall have been rendered to Hirer in respect thereof.
- 5.4 Hirer must not in any way impede Next or its offices servants or agents in the exercise of its rights of possession and control of the Building and every part of the Building.
- 5.5 When entering any other area of the Building without being accompanied by an agent of Next Hirer accepts responsibility for ensuring the safety and security of that area even though that area has not been hired to Hirer.
- 5.6 Hirer shall fully comply (and ensure the full compliance of its sub-contractors employees and guests) with Next's health and safety displayed at the Building from time to time.
- 5.7 Hirer shall only load and unload vehicles outside the Building at the times and in the manner specified by Next from time to time.
- 5.8 The cove of the Studio can be painted at the request and additional cost of Hirer but will not be painted unless specifically agreed with Hirer. At the end of the Hire Period the cove will be returned to the original state and Hirer will be liable for all costs of painting repairing and restoring to the original condition. The special painting requirements will be charged at the rate specified in the Booking Form.
- 5.9 The benefit of this Agreement is personal to Hirer and the Studio is available only for the exclusive use of Hirer named in the Booking Form. Hirer is not permitted to sub-contract or otherwise permit any third party to utilise or share the use of the Studio or the Studio Equipment without the prior written consent of Next. Next may assign the benefit of this Agreement at any time.
- 5.10 The Studio and the Studio Equipment remains at all times the property of Next and Hirer shall have no right title or interest therein save that of a hirer under the terms of this Agreement.
- 5.11 Unless otherwise agreed in writing between the parties it shall be the responsibility of Hirer to remove any of Hirer's Equipment Hirer may have arranged to use at the Studio during the Hire Period immediately upon termination of this agreement for whatever reason and in the event of any failure to do so Next may dispose of any items left by Hirer and Hirer will indemnify Next in respect of any associated costs.
- 5.12 No alterations decorations or additions to the Studio are permitted without the written consent of Next 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. All costs and expenses incurred by Next arising out of any breach of this condition shall be paid by Hirer.
- 5.13 All notices given by either party pursuant to the provisions of this agreement must be in writing and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery to the other party at the address set out in the Booking Form.

## **6 REGULATIONS**

- 6.1 Hirer must observe any rules and regulations Next makes and notifies to Hirer from time to time governing Hirer's use of the Studio and/or the Shared Areas. This includes inter alia all health and safety guidelines, all security requirement and all fire regulations.
- 6.2 Hirer must observe all regulations regarding the use of the Studio and any equipment and services imposed by any Statutory or Local Authority. Hirer is to ensure all parties under their control (including but not limited to models, crew, clients, agents, suppliers) comply with all rules, regulations, laws and bylaws in place at the time including, but not limited to Health and Safety legislation and the Smoke-Free (Premises and Enforcement) Regulations 2006 and any subsequent legislation and Hirer will fully indemnify the Company for any non compliance with any such rule, regulation, law or bylaw which is as a result of Hirer's act or default.
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6.3 When gaining access to the Building over any privately controlled roadways or pathways within the curtilage of the estate known as Premier Park Hirer shall act courteously and responsibly and shall not cause any nuisance damage disturbance annoyance or interference to the owner or occupiers of any other units on the estate and shall indemnify Next against all losses claims demands actions proceedings damages costs or expenses or other liability (including but not limited to all consequential losses) arising in any way as a result of any breach of this condition.

## 7. ACKNOWLEDGEMENTS

Hirer hereby acknowledges that:

7.1 Next will under no circumstances hold itself out as advising on the suitability of the Studio and the Studio Equipment for the purposes required by Hirer.

7.2 Prior to the commencement of the Hire Period it shall be responsible for:

(a) ensuring the suitability of the Studio for its purposes; and

(b) obtaining and paying for any necessary third party consent permission or licence required in order to make or exploit any Recording

7.3 All Studio Equipment supplied by Next is deemed to be in good condition and in a good state of repair. Any defects or faults must be reported immediately, failure to do so will result in liability for the damage passing to Hirer. Where the Studio Equipment has been lost or damaged or has not been returned to Next, Hirer customer shall be liable for the replacement value.

7.4 Hirer may not without the written consent of Next:

(i) remove the Studio Equipment from the Studio;

(ii) modify or alter or tamper with the Studio Equipment in any way;

(iii) use the Studio Equipment in a manner not recommended by the manufacturer;

(iv) allow the Studio Equipment to be used by untrained or unauthorised or where necessary unqualified personnel; or

(v) part with possession sell pledge encumber or suffer any lien to be created over the Studio Equipment.

7.5 Studio Equipment must be returned promptly at the end of the Hire Period in good condition (save for fair wear and tear). Hirer shall pay or (as the case may be) compensate Next for the replacement value of lost or damaged Studio Equipment or failure to return Studio Equipment on time.

7.6 Next gives no warranty that the Studio or the Studio Equipment is legally or physically fit for the purpose specified in clause 2.1 of these terms and conditions.

7.7 Hirer acknowledges that it is its sole responsibility to inspect the Studio and the Studio Equipment, carry out health and safety and general risk assessments, including without limitation fire safety detection and evacuation strategies and exercises all rights granted under this Agreement entirely at Hirer's own risk and Hirer shall at all times during the Hire Period be responsible for the health and safety of all guests and personnel or any other persons authorised by Hirer to access the Studio

## 8. TERMINATION

8.1 Next may terminate the Agreement:

(a) immediately on notice given by Next at any time following any breach by Hirer of its obligations in these terms and conditions;

- (b) at the expiry of the Hire Period;
- (c) immediately if the booking might prejudice the reputation of Next;
- (d) immediately if Next becomes aware of any deterioration in the Hirer's financial situation such that Next reasonably considers the Hirer may not be able to fulfil its material obligations under this Agreement

whichever is the earlier.

- 8.2 Any such termination shall be without prejudice to the right of Next against Hirer in respect of any antecedent breach.
- 8.3 Next may charge the Cancellation Charges in the event of any cancellation under clause 8.1(a) (c) and (d).

## **9. INDEMNITY**

- 9.1 Hirer will indemnify Next and keep Next indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability (including but not limited to all consequential losses) arising in any way whether directly or indirectly out of the use of the Studio or the Studio Equipment or services supplied by Next or as a result of any breach of any of Hirer's obligations in these terms and conditions or the exercise or purported exercise of any of the rights given to Hirer.
- 9.2 Hirer warrants and undertakes that nothing shall be included in any Recording recorded whether in whole or in part at the Studio which constitutes a breach or infringement of any copyright or other rights or which shall be in any way illegal scandalous obscene or libellous and/or which might breach UK public decency and pornographic laws and Hirer shall fully indemnify Next in respect thereof and shall pay all costs and expenses which may be incurred by Next in reference to any such claim.
- 9.3 Hirer shall indemnify Next against any and all costs arising directly or indirectly as a result of any abuse or misuse by Hirer (or any agent servant employee invitee or subcontractor of Hirer) of any fire equipment installed within the Building.

## **10. LIABILITY AND RISK**

- 10.1 Subject to clause 10.4 Next shall not be liable whether in contract or tort (including negligence) or otherwise for any indirect consequential or economic losses or loss of profits howsoever arising.
  - 10.2 In no event shall Next's liability for any loss or damage in contract or tort (including negligence) or howsoever arising exceed the Maximum Liability.
  - 10.3 Next shall have no liability to Hirer 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) fire floods delays in transportation, failure of services strikes labour disputes accidents acts of God war riot civil commotion malicious damage compliance with any law or government order rule regulation or direction accident breakdown of plant and equipment or inability to obtain any necessary information or consent from any authority failure of a utility service or transport networks or any event causing the whole or substantial part of the Building to be closed provided that if the event in question continues for a continuous period in excess of 21 days either party shall be entitled to give notice in writing to the other to terminate the Contract.
  - 10.4 Next does not exclude or restrict its liability in respect of death or personal injury resulting from its negligence.
  - 10.5 Next's liability under this Agreement shall be to the exclusion of all other liability to Hirer whether contractual tortious or otherwise.
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**11. APPLICABLE LAW**

- 11.1 This agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation to the other.
- 11.2 No variation to this agreement shall be effective unless made in writing and signed by the parties hereto.
- 11.3 In the event that any part of this agreement shall be held to be void voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect.
- 11.4 The failure to exercise or the delay in exercising a right or remedy under these conditions will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under these conditions will prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 11.5 In this Agreement the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and in both cases vice versa. Any agreement by two or more persons shall be made by such persons jointly and severally and the term "parties" shall include their successors in title.
- 11.6 Every reference to an Act of Parliament shall unless the context requires otherwise include any Act or Acts for the time being in force amending or repealing the same.
- 11.7 This Agreement does not give Hirer any estate right or interest in the Studio or the Building except as is necessary for the exercise of the rights expressly conferred on it by this Agreement and it does not exclude Next from the possession and control of the Building and the Studio. Hirer shall not impede in any way the officers servants or agents of Next in the exercise by Next of its right of possession of the Building and the Studio.
- 11.8 Any communication may be sent by prepaid post or fax or delivered to either party at or care of the address or fax number set out in the Booking Form unless another address or fax number had been communicated to the other in which case it must be sent to the last address or fax number so communicated. All communications must be in writing. A communication by post will be deemed made on the day after posting by first class post, postage prepaid. In the absence of proof to the contrary at the time of transmission a communication by fax will be deemed made when transmission has been completed.
- 11.9 This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.
- 11.10 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply.
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