

STUDIO HIRE

TERMS AND CONDITIONS FOR USING THE FLOUR MILL STUDIO LIMITED

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Cancellation Charges: the Charges charged by The Flour Mill Studio and payable by the Client on a sliding scale as set out in clause 12 of these Conditions for any Contract cancelled less than 96 hours prior to the commencement of the Hire Period.

Charges: the charges payable by the Client for the hire of the Studio in accordance with clause 4 and as set out in the Order or otherwise agreed between the parties in writing (including pursuant to clause 3.1).

Client: the person or firm who hires the Studio from The Flour Mill Studio.

Commencement Date: has the meaning set out in clause 2.2.

Consumables: includes gels, sprays, and/or cleaning kits, gaffer tape and such other items for use in connection with the Studio hire.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.7.

Contract: the contract between The Flour Mill Studio and the Client for the hire of the Studio in accordance with these Conditions.

Equipment: The Flour Mill Studio's equipment set out in the Order which may be used by the Client as part of the hire of the Studio during the Hire Period.

Estimate: an estimate provided by The Flour Mill Studio to the Client which shall set out the proposed cost, and specific subject matter, of the Contract including, but not limited to, the hire of the Studio and any Equipment, the Hire Period, any Consumables, and the estimated Charges for the same.

Hire Period: the period of hire of the Studio as set out in the Order.

The Flour Mill Studio: The Flour Mill Studio Limited registered in England and Wales with company number 9590808.

Order: the Client's order for the hire of the Studio and (if any) Equipment, and purchase of Consumables, as set out in either (i) the Client's purchase order form or; (ii) the Client's acceptance of The Flour Mill Studio's Estimate, as applicable.

Studio: the studio(s) to be hired to the Client for the Hire Period as set out in the Order.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when The Flour Mill Studio issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of The Flour Mill Studio which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising on The Flour Mill Studio's website, and any descriptions or illustrations contained in The Flour Mill Studio's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Studio described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any Estimate given by The Flour Mill Studio shall not constitute an offer, and shall instead be deemed to be an invitation to treat by The Flour Mill Studio to provide the subject matter of the Estimate on and subject to these Conditions and is only valid for a period of 20 Business Days from its date of issue.

3. STUDIO HIRE

3.1 The Studio shall be available from 09:00 to 18:00 unless otherwise agreed in advance with The Flour Mill Studio in writing, such use to be subject to such additional charges at The Flour Mill Studio's overtime rate in force from time to time (and available on request).

3.2 The Flour Mill Studio accepts no responsibility for any loss or damage occasioned to the Client's property or that used by the Client during the Hire Period. It is the Client's responsibility to keep the Studio secure during the Hire Period.

3.3 The Client is responsible for any loss or damage occasioned to the Studio, the Equipment or any other property used by the Client during the Hire Period and shall, at its own expense obtain and maintain during the Hire Period appropriate insurance cover including against theft or accident, personal injury and any third party or public liability risks or loss of whatever nature and however arising in connection with the use of the Studio and the Equipment and such other cover as may be required by law or as The Flour Mill Studio may from time to time consider reasonably necessary and advise to the Client.

3.4 It is the Client's responsibility to leave the Studio clear and in the same condition as at the outset of the hire. Any loss or costs incurred by The Flour Mill Studio as a result of the Client's failure to do so will be charged to the Client. Until the Studio is cleared and returned to its original condition, it shall be deemed as on hire and the Client will be charged for this time.

3.5 All equipment and property of the Client and any rubbish must be removed by the end of the Hire Period. Any items left in the Studio without specific arrangement with The Flour Mill Studio may be disposed of by The Flour Mill Studio at its discretion and the Client will be charged for its disposal.

3.6 Any request for the painting of the Studio must be made and agreed by The Flour Mill Studio prior to the commencement of the Hire Period. Whilst the Studio is not always freshly painted before each hire, it will be cleaned prior to commencement and in a suitable hireable condition. It is the Client's responsibility to ensure the Studio is the appropriate colour for their requirements. The default colours are pale-grey, matt-painted floorboards and white, semi-rough textured plastered walls.

3.7 Any marks, spillages or damage caused by the Client to the Studio during the Hire Period shall be remedied by the Client before the end of the Hire Period, failing which The Flour Mill Studio reserves the right to charge for the cost of any repair/remedial work including, if

necessary, a full repaint of the Studio.

4. CONSUMABLES

4.1 The Flour Mill Studio may make available to the Client certain Consumables for use in connection with the hire of the Studio and any Equipment.

4.2 It is acknowledged that neither party shall be capable of forecasting the quantity of Consumables required and accordingly The Flour Mill Studio shall include a notional cost for a defined set of Consumables in the Estimate.

4.3 The Flour Mill Studio shall reconcile any variance in actual usage of Consumables against the notional cost of the Consumables as set out in the Estimate for the purpose of ascertaining the Charges and raising the invoice pursuant to clause 5.

5. TERMS OF PAYMENT

5.1 The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.

5.2 The Flour Mill Studio may invoice the Client the sum of 50% of the Charges on the Commencement Date and the remaining 50% of the Charges at the end of the Hire Period unless otherwise agreed between The Flour Mill Studio and the Client.

5.3 The Client shall pay each invoice submitted by The Flour Mill Studio:

5.3.1 immediately upon receipt or, solely with the prior written agreement of The Flour Mill Studio, within 30 days of the date of the invoice; and

5.3.2 in full and in cleared funds to a bank account nominated in writing by The Flour Mill Studio, and time for payment shall be of the essence of the Contract.

5.4 Late payment of any invoice will nullify any discount agreed.

5.5 If the Client fails to make any payment due to The Flour Mill Studio under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.6 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Flour Mill Studio may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by The Flour Mill Studio to the Client.

6. COMMUNAL AREAS, KITCHEN, CHANGING, MAKE-UP SPACE & BATHROOMS

6.1 The Client shall be entitled during the Hire Period to use the kitchen, bathrooms and other communal areas. The Client shall ensure that such areas are used respectfully and left clean and tidy after use. The Client will be liable and charged for the costs of cleaning, replacing or repairing any damage resulting from any misuse, damage or neglect of these areas.

7. HIRE OF EQUIPMENT

The Client is responsible for the proper use and care of the Equipment and shall take such steps (including compliance with all safety and usage instructions provided by The Flour Mill Studio) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, or cleaned by any personnel of the Client. Any loss or damage to the Equipment during the Hire Period is the Client's responsibility and where appropriate, will be charged to the Client at replacement cost.

7.2 The Client shall during the Hire Period:

7.2.1 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of The Flour Mill Studio and

7.2.2 keep the Equipment at all times at the Studio and shall not move or attempt to move any part of the Equipment to any other location without The Flour Mill Studio's prior written consent.

7.3 It is a condition of the hire of the Studio and the Equipment that the Client will only permit competent and authorised personnel of the Client to use the Equipment in accordance with any operating standards. The Client shall notify The Flour Mill Studio of any specialist or additional equipment required and the hire of any such specialist or additional equipment shall be organised by and booked through the The Flour Mill Studio unless agreed in writing between both parties. The Client shall ensure such specialist or additional equipment shall be used by suitably competent and, where relevant, duly authorised personnel of the Client. The Client shall provide evidence of authorisation of its staff to The Flour Mill Studio's applicable Studio Manager on the prescribed form available at the Studio. It is the Client's responsibility to check with The Flour Mill Studio to ensure that any specialist or additional equipment required by the Client (in addition to the standard equipment supplied with any Studio) is available for the Hire Period and The Flour Mill Studio accepts no responsibility for any equipment that is unavailable save for equipment that has been booked by the Flour Mill Studio.

7.4 The Equipment, including any hired-in Studio lighting or other equipment must be returned by the Client in a similar condition to that at the commencement of the Hire Period, i.e. cables re-wrapped, lights taken off stands, lighting kits re-boxed as supplied, and so on. The Flour Mill Studio reserves the right to charge for labour and time if items of Equipment are not re-packed at the end of the Hire Period.

8. PARKING

8.1 Client vehicles parked whilst at The Flour Mill Studio's premises are done so at the user's own risk and The Flour Mill Studio accepts no responsibility for theft, damage or any other loss occasioned to vehicles parked.

9. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in these Conditions shall limit or exclude The Flour Mill Studio's liability for:

9.1.1 death or personal injury caused by its negligence (as defined in section 1 of the Unfair Contract Terms Act 1977), or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 any breach of the terms implied by section 12 of the Sales of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 Subject to clause 9.1:

9.2.1 The Flour Mill Studio shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of anticipated savings; loss of business opportunity; loss of goodwill, loss or corruption of data, losses, damages and/or expenses suffered or incurred in connection with or arising out of any reputational damage, or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 The Flour Mill Studio's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of the amount of the Charges for the Hire Period or £10,000.

9.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, The Flour Mill Studio may terminate the Contract with immediate effect by giving written notice to the Client if:

11.1.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of the Client being notified in writing to do so;

11.1.2 The Flour Mill Studio becomes aware of any alteration in the Client's financial situation which, in the reasonable opinion of The Flour Mill Studio, might lead to the Client being unable to meet its financial obligations to The Flour Mill Studio, including but not limited to the payment of any Charges; and

11.1.3 the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within seven days after being notified in writing to do so.

11.2 On termination of the Contract for any reason:

11.2.1 the Client shall immediately vacate the Studio and shall return all Equipment and comply with the provisions of clause 7.4;

11.2.2 the Client shall pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of any amount of the Charges for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable by the Customer immediately on receipt;

11.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

11.2.4 the Client is responsible for the full amount of the Charges, any ancillary costs incurred by The Flour Mill Studio on behalf of the Client and the Cancellation Charges; and

11.2.5 clauses which expressly or by implication survive termination shall continue in full force and effect.

12. CANCELLATION CHARGES

12.1 In the event that the Client gives notice to cancel any Order, The Flour Mill Studio may invoice for, and the Client shall be liable to pay immediately upon receipt, charges as follows:

12.1.1 if The Flour Mill Studio receives less than 24 hours' notice of cancellation before the start of the Hire Period, the charge shall be 100% of the total Charges;

12.1.2 if The Flour Mill Studio receives between 24 and 48 hours' notice of cancellation before the start of the Hire Period, the charge shall be 70% of the total Charges;

12.1.3 if The Flour Mill Studio receives between 48 and 72 hours' notice of cancellation before the start of the Hire Period, the charge shall be 50% of the total Charges;

12.1.4 if The Flour Mill Studio receives between 72 and 96 hours' notice of cancellation before the start of the Hire Period, the charge shall be 30% of the total Charges, (the "Cancellation Charges").

12.2 The hours of notice shall be calculated based on a working week, (excluding weekends and bank holidays).

13. ADDITIONAL CHARGES

13.1 The Flour Mill Studio reserves the right to charge the Client for additional items used or booked which are agreed by The Flour Mill Studio and which are not included in the Charges.

13.2 The use of any specialist lighting as requested by the Client and agreed to and sourced and provided by The Flour Mill Studio under "lighting and equipment hire" section of the Order will be charged to the Client even if not used.

14. INTELLECTUAL PROPERTY

14.1 The Client represents and warrants that no intellectual property rights (including without limitation copyright, trade-marks, patents and moral rights) or any other proprietary rights of any third party now existing or hereafter created will be infringed by virtue of:

14.1.1 the Client's use of the Studio.

14.1.2 any services carried out by The Flour Mill personnel at the Client's request, or

14.1.3 the loading, storage, management, transmitting, archiving, re-touching or manipulation of the Client's images and other data by The Flour Mill Studio.

14.2 The Client shall indemnify and hold harmless The Flour Mill Studio and any personnel against all claims or actions by and/or loss or damage to any other person, firm, company and/or all claims or actions, loss or damage to any property directly or indirectly by virtue of or related to any breach of the warranties in clause 14.1 (and its sub-clauses) or in event of any claim (whether or not proceedings are issued) by any party against The Flour Mill Studio or its employees, suppliers, sub-contractors or agents, that any third party intellectual property rights (including without limitation moral rights) has been infringed by virtue of anything done by, or on behalf of or at the request of the Client and such indemnity shall continue in force in relation to the subject matter of the Contract notwithstanding that the parties remaining obligations under the Contract shall have been discharged or otherwise terminated.

15. HEALTH & SAFETY

15.1 Subject to clause 9.1 Clients use the Studio and facilities entirely at their own risk.

15.2 The Client expressly acknowledges and agrees that the Studio is a workplace, and as such there will be items that could be dangerous if misused, handled or interfered with.

Whilst The Flour Mill Studio will use its reasonable endeavours to ensure a safe environment within the Studio, it is the Client's responsibility to ensure that they have read The Flour Mill Studio's Health and Safety policy and Information Manual as amended from time to time (available upon request) before the start of the Hire Period.

15.3 Subject to clause 9.1, The Flour Mill Studio shall not be responsible for accidents occurring on The Flour Mill Studio's premises that are not reported to The Flour Mill Studio at the time they took place.

16. FORCE MAJEURE

16.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of The Flour Mill Studio including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of The Flour Mill Studio or any

other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16.2 The Flour Mill Studio shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

16.3 If the Force Majeure Event prevents The Flour Mill Studio from providing the Studio for more than 2 weeks, The Flour Mill Studio shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

17. GENERAL

17.1 Assignment and other dealings. The Flour Mill Studio may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Client shall not, without the prior written consent of The Flour Mill Studio assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2 Notices. Any notice or communication given to a party in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. A notice or communication shall be deemed to have been received: if delivered personally, when left at the relevant address; if sent by pre-paid first class post or other next working day delivery service, at 09.00 on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by The Flour Mill Studio.

17.8 Governing law and jurisdiction. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The Flour Mill Studio Limited - January 2016