

## **1. DEFINITIONS**

In these terms and conditions, the following definitions shall have the following meanings:

"Agreement" means the agreement comprised in the Booking Form and these Conditions;

"Booking" means the hire of the Studio for the Hire Period subject to these terms and conditions and any other additional terms and conditions specified in the Booking Form;

"Booking Fee" means the fee payable by the Client to the Company for the Booking as specified in the Booking Form, or if not specified then as calculated in accordance with the Company's usual charges;

"Booking Form" means any written quotation given by the Company and accepted by the Client (to be deemed accepted when work begins if no prior written acceptance is received by the Company) or the description of supply (but not any Client "terms and conditions") contained in any written order of the Client accepted by the Company (to be deemed accepted when work begins if no prior written acceptance is received by the Client);

"Client" means the person or company referred to in the Booking Form and contracting with the Company for the provision of the Company's services and facilities as specified in the Booking;

"Client's Equipment" means any equipment brought onto the Premises by the Client, the Client's Personnel or any agent or contractor or other representative for and on behalf of the Client;

"Client's Own Media" means the Client's own recording media incorporating pre-recorded material, including without limitation multi-track recordings, tape and computer software;

"Client's Personnel" means any persons invited or permitted by the Client to enter the Studio during the Booking or engaged by the Client in relation to the Recordings or the Booking including (without limitation) any and all guests, employees, directors, artists, musicians and any other person authorised by the Client to enter the Studio;

"Client's Recording(s)" means a recording or recordings made before the period of Booking which is or are delivered to the Company by the Client in connection with this Agreement;

"Company" means Metropolis London Music Limited trading as Metropolis Studios registered in England and Wales under company number 07495435 and with its registered office at Rodboro Buildings, Bridge Street, Guildford, England, GU1 4SB and its main trading address at The Power House, 70 Chiswick High Road, London W4 1SY;

"Conditions" means these terms and conditions;

"Contract" means the Booking Form incorporating these terms and conditions signed by both parties

"Fees" means the Booking Fee and the Mixing and Mastering Work Fee;

"Hire Period" means the period the Studio(s) shall be hired for by the Client as described in the Booking Form;

"Mastering" means the process undertaken by the Company of mastering the Recordings in accordance with the description in the Booking Form;

"Master Recording" means the original recording produced for the Client in the course of the Booking on the media and in the format described in the Booking Form;

"Metropolis IP" means all rights, title and interest in and to all still photographic images displayed at the Studio and any and all logos, names, trade marks, copyright and all other intellectual property relating to and in the Premises (including without limitation the "Metropolis" and "Metropolis Studios" names and associated logos) and all such materials and objects and rights belong to and are owned by the Company;

"Operators" means the staff of the Company named as such in the Booking Form;

"Mixing and Mastering Work" means the post production mixing and/or mastering by the Company of Recordings in accordance with the description in the Booking Form;

"Mixing and Mastering Work Fee" means the fee payable by the Client to the Company for the Mixing and Mastering Work as specified in the Booking Form, or if not specified then calculated in accordance with the Company's standard charges;

"Permitted Attendees" means the persons permitted by the Company in writing to attend the Premises and/or the Studio during the Hire Period. No person shall be a Permitted Attendee unless authorised in writing by the Company in advance.

"Premises" means the premises containing recording studios owned by the Company located at The Power House, 70 Chiswick High Road, London W4 1SY;

"Pre-Production Master" means a Recording in a form intended for mass production without further material change;

"Recording" means any single or multi-track audio and/or audio-visual recording or data programming (or derivative thereof) or any one or more pieces of recorded sound or visual image recorded or used during the Booking or which is the subject of Mixing and Mastering Work, including any individual Master Recording, Pre-production Master or any individual Client's Recording;

"Representatives" means the persons named in the Booking Form as being authorised by the Client to instruct the Company on behalf of the Client in respect of the Company's provision of services as specified in the Booking Form;

"Session Footage" means all audio and/or audio-visual material documenting the progress and making of the Recording in the Studio during the Hire Period;

"Studio" means the recording studio and the equipment specified in the Booking Form; and

"Work Product" means the Master Recording, Pre-Production Master or Client Recordings delivered to the Client by the Company which has been the subject of recording, Mastering and/or Mixing and Mastering Work.

## **2. AGREEMENT**

2.1 These Conditions apply to all Studio(s) hired by the Client to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any quote approval, purchase order, confirmation of order, specification or other document and including any term implied by law, (so far as is possible), trade, custom, practice or course of dealing), unless otherwise expressly agreed in writing by the Company. The Client may only book the Studio(s) for the purpose of instructing the Company to make and deliver the Work Product in accordance with the Agreement and not for any other purpose unless otherwise expressly agreed in writing by Company as part of the agreed Booking and as shown on the Booking Form.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 The Booking shall only be deemed to be accepted when the Company issues written acceptance by way of a signed Booking Form at which point and on which date the Contract shall come into existence.

### **3. STUDIO FACILITIES**

3.1 The following terms and conditions are acknowledged by both parties to be reasonable and necessary to assist in the Company's stated aims of:

- protecting (so far as it is reasonably able to) the Company's employees and the Company's clients in the use of the Premises
- creating a safe and secure working environment for the Company's employees and Clients

3.1.1 The Company shall make the Studio and (if agreed) the Operators available to the Client for the Hire Period and (if requested in the Booking) shall produce the Master Recording at the direction and subject to the monitoring and approval of the Client or the Representatives (such approval not to be unreasonably withheld or delayed).

3.1.2 It is a specific condition of use of the Premises that the Client shall only permit or authorise Permitted Attendees to enter the Premises and the Studio and only during the Hire Period. Any person who is not a Permitted Attendee will be refused admittance and (if necessary) be required to leave the Studio and/or the Premises immediately.

3.1.3 Immediately on completion of the Booking (and at least 48 hours in advance of the commencement of the Hire Period) the Client shall provide the Company with a list of names of the persons who the Client wishes to be designated as Permitted Attendees as referred to in clause 3.1.2 above. No later than 24 hours after the receipt of such list from the Client the Company shall provide the Client with confirmation in writing of which of such persons has been authorised by the Company to attend as a Permitted Attendee. Such written confirmation from the Company shall constitute the only approved list of Permitted Attendees.

3.1.4 Immediately following the completion of the Booking and in any event prior to the commencement of the Hire Period the Client agrees that the Client will provide the Company with a written confirmation that (so far as the Client is aware) all Permitted Attendees are in good health and not suffering from any transmittable disease.

3.1.5 The Client will provide the Company with all reasonable help and assistance in regard to any Government approved or authorised testing, tracking and tracing initiatives.

3.1.6 The Client hereby confirms and agrees that the Client, its representatives and all Permitted Attendees will comply with the Company's Covid-19 Precautionary Measures and rules and the implementation thereof including abiding by any specific measures set out or displayed at the Premises or on the Company's website (including without limitation those relating to the use of common parts of the Premises, compliance with social distancing guidelines, use of hand sanitiser and so on).

3.2 The Client hereby acknowledges that it shall be responsible for:

3.2.1 ensuring the suitability of the Studio for the Client's purpose;

3.2.2 ensuring that the Client's Equipment shall be compatible with the Studio;

3.2.3 the technical quality of any recording engineered by the Client's Personnel (including the Client's Recording and the Client's Own Media); and

3.2.4 any problem or damage caused to the Studio (or any equipment therein) or to the Recordings by virtue of the use of Client's Own Media (including any computer virus damage).

#### **4. MIXING AND MASTERING WORK**

4.1 The Company shall carry out the Mixing and Mastering Work described in the Booking Form with all due care and diligence using suitable equipment and competent engineers.

4.2 All such Work shall be carried out on an unattended basis unless specifically agreed by the Company in the relevant Booking Form. In the event that the Company shall agree to a representative of the Client attending the Premises during such work, then one (1) named authorised Representative of the Client shall be entitled at reasonable times to monitor the Company's performance of the Mixing and Mastering Work and the Company shall carry out the Mixing and Mastering Work at the reasonable direction of, and subject to the monitoring and approval of, such Representative.

4.3 The Client, at its written request, shall be entitled and shall be given reasonable opportunity to evaluate by any reasonable means the content and quality of the Recording no later than 48 hours after completion of the Work.

4.4 For the avoidance of doubt, the Client acknowledges and accepts that it shall be fully responsible for ensuring that the Pre-Production Master and any Mixing and Mastering Work carried out by the Company meets with the Client's full technical satisfaction as aforesaid before proceeding to mass production and/or commercial exploitation of the recording thereon. The Company shall not be liable for any technical issue or defect with any Recording unless the Company is advised of such matter in writing prior to the completion of the Booking.

#### **5. FEES**

5.1 Unless otherwise specified in the Booking Form the Client shall pay the Fees and any other sums payable under this Agreement as to one hundred per cent (100%) on signature of the Booking Form. Any variation to these payment terms will only be permitted if specifically set out in writing by the Company in the Booking Form.

5.2 The Client shall be liable to pay interest on any sums overdue and payable to the Company from time to time at the rate of four per cent (4%) per annum above Barclays Bank base rate.

5.3 The Fees shall not in any event be reduced or refunded on account of:

5.3.1 the Client's failure to use the Studio for any or all of the Hire Period;

5.3.2 the Client's cancellation of the Booking or any part thereof other than in accordance with the terms set out below.

5.4 Until the Company has received the Booking Form signed by the Client and payment in full of the amount due on signature, the Booking is not confirmed, and the Company may cancel the proposed Booking without penalty or liability to the Client.

#### **6. THE CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT**

6.1 The Company will not supply any blank media unless specifically agreed in writing.

6.2 The Client will be responsible for the integrity of the Client's Own Media and the Company shall not be liable for any deficiency in or caused by the same.

6.3 The Client hereby warrants, undertakes and agrees that it shall procure that each of the Client's Personnel and Representatives shall abide by the Studio's rules, regulations, code of conduct and health and safety policy and that it shall be responsible and liable to the Company and any relevant third party for:

6.3.1 the actions and/or omissions of the Client's Personnel and Representatives;

6.3.2 any and all injury, loss or damage to any equipment or premises (including without limitation the Premises, the Studio and any property of the Company or the Company's guests, employees, directors, and any other person authorised by the Company to use the Premises) caused by any act or omission of the Client's Personnel and Representatives, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media;

6.3.3 for the cost of the hire of any Client's Equipment;

6.3.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request; and

6.3.5 for any and all loss or damage to the Client's Equipment, which shall be at the sole risk of the Client.

6.4 The Client shall vacate the Studio and remove all Client's Equipment promptly at the end of the Hire Period. The Company shall be entitled by notice to the Client to require the Client no later than seven (7) days after such notice to collect the Client's Equipment if left on the premises after the Hire Period and if the Client fails to collect such equipment on or before the expiration of the said period of notice, the Company shall be entitled (at its sole discretion) to either (i) destroy; or (ii) otherwise dispose of the Client's Equipment; or (iii) retain the Client's Equipment and charge the Client daily storage charges as rates determined by the Company; in each case without liability to the Client.

## **7. FILMING AND PHOTOGRAPHY RESTRICTIONS**

7.1 The Client shall not, and it shall procure that the Representatives and Client's Personnel shall not, photograph or film any part of the Premises, save as otherwise expressly provided in this Agreement or the Booking Form.

7.2 The Client shall be permitted to photograph and/or film and/or record Session Footage within the Studio solely for non-commercial, personal, non-public purposes provided that the Client shall provide the Company with a copy of the Session Footage.

7.3 In the event that the Client or its Representative wish to use the Session Footage for purposes not expressly permitted hereunder, including commercial exploitation, or wish to photograph and/or film the whole or part of the Premises, then the Client shall:

7.3.1 put such request in writing to the Company;

7.3.2 obtain the Company's prior written approval;

7.3.3 if such activity is approved by the Company, enter into the Company's standard long-form location agreement which contains the terms and conditions on which the Client may film and/or photograph and thereafter commercially exploit such photography or filming at the Premises; and

7.3.4 pay the accompanying fee, if applicable.

7.4 If the Client wishes to undertake any PR activity at the Studio during the Booking, including without limitation engaging or inviting to the Studios any Client Personnel or third parties to produce PR, promotional, editorial or marketing content ("PR Activity"), the Client must obtain the prior written approval of the Company:

7.4.1 before any PR Activity is undertaken or any such parties are invited to the Studios;

7.4.2 for any content photographed or filmed as part of the PR Activity ("PR Content") before the same is used;

7.4.3 if the Company deems necessary, enter into any further documentation in respect of the exploitation of any PR Content.

7.5 Notwithstanding anything to the contrary contained herein, use of any PR Content and Session Footage incorporating Metropolis IP shall be subject to the Company's prior written approval.

7.6 Notwithstanding anything to the contrary contained herein, nothing shall be construed to convey any right, title, licence, consent or interest in any Metropolis IP to the Client or its Representatives and neither the Client nor the Representatives shall contest, nor assist others in contesting the validity, enforceability, ownership or title of any Metropolis IP.

7.7 The Client, the Client's Personnel and any Representative shall not in any circumstances photograph and/or film and/or record Session Footage within communal areas of the Premises, the external part of the Premises nor on adjoining or neighbouring properties. Any breach of this clause shall be considered a material breach of this agreement and the conditions of the Booking Form and shall entitle the Company to terminate the Hire Period and the Booking without notice and without any compensation to the Client. Breach of this clause will entitle the Company to injunct any use of the footage or materials created by the Client or the Client's Personnel and any Representative as damages may not be an adequate remedy. The Client will fully and effectively indemnify the Company against any and all loss or damage caused to the Company for any breach of this clause.

## **8. SOUND LEVELS**

8.1 The Client hereby acknowledges that it must comply with all relevant legislation aimed to protect persons from exposure to high levels of noise (in particular The Control of Noise at Work Regulations 2005) as prolonged exposure to high noise levels above 85 dB(A) may cause damage to hearing and that accordingly:

8.1.1 the Client shall be responsible for noise levels within the Studio and shall keep exposures as low as reasonably practicable;

8.1.2 high noise levels shall not be sustained for long periods;

8.1.3 the Company hereby reserves the right to take such action as it may deem appropriate to maintain tolerable noise levels and that no claim shall lie against the Company in respect of inconvenience or time lost in the event of such action; and

8.1.4 the Client shall follow the recommendations contained in the Company's regulations for studio use of other literature provided by the Company and instruct the Client's Personnel to do the same.

## **9. RECORDINGS AND MATERIALS**

9.1 The Client shall procure the collection of the Recordings and ancillary materials (if any) (the "Materials") immediately upon payment in full of the Company's invoice applicable thereto (the "Collection Date").

9.2 After the Collection Date:

9.2.1 notwithstanding any other provision contained within these Conditions, the Materials shall be held by the Company solely at the risk of the Client;

9.2.2 the Client shall be liable to the Company for such reasonable charges as the Company may raise against the Client for the continued storage of the Materials;

9.2.3 the Company shall be entitled to serve notice on the Client requiring the Client to collect the Materials within seven (7) days of the date of such notice, failing which the Company shall be entitled to destroy or otherwise dispose of the Materials without liability to the Client.

9.3 Notwithstanding the foregoing, until such time as the Company shall be in receipt of cleared payment of all the Fees the Company shall be entitled to retain possession of all of the Materials.

9.4 Notwithstanding any other provision contained within these Conditions, the Client hereby acknowledges and agrees that all risk in the Materials when in transit or otherwise off the Premises shall vest in the Client.

9.5 The Company shall have and retains a general lien on and over any property of the Client (including Client Equipment left at the Premises after the Hire Period) and/or Materials in its possession for any unpaid balance of Fees or other monies that the Client may owe to the Company.

## 10. **INDEMNITY**

10.1 The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury, loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by the Company arising from:

10.1.1 the Client's cancellation of the Booking (other than in accordance with the terms set out below), including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking prior to cancellation of, or as a result of, the Booking;

10.1.2 the Client's making, use or exploitation of the Recordings;

10.1.3 the Client's breach of any of the warranties, undertakings or agreements on its part to be observed or performed by the terms of this Agreement; and

10.1.4 any loss or damage caused to the Company or the Premises by the Client or as a result of the Client's use of Client's Recordings, Client's Equipment or Client's Own Media.

10.1.5 a breach by the Client (or any Representative or Permitted Attendee) of the material terms and conditions as set out herein.

10.2 In addition to the foregoing in the event that any Client or Permitted Attendees fail to act in accordance with Company's precautions and protocols as set out herein or otherwise notified to the Client the Company reserves the right (without liability) to immediately cancel the relevant Booking by notice in writing given to the Client (email to suffice) and in such circumstances the Client shall remain liable for the full cost of the Booking that has been cancelled and all third-party expenses

incurred by Company in respect of that Booking. This clause 10.2 shall take precedence over clause 18 below.

## **11. CONTENT OF RECORDING AND RESTRICTIONS**

11.1 The Client warrants that nothing whatsoever shall be included in the Recording (or any software or material introduced by the Client) which constitutes a breach or infringement of any copyright or any rights of any third party, or which shall be in any way illegal, scandalous, obscene or libellous and the Client hereby indemnifies the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to any amount paid by the Company as a result of legal advice received in respect of any such claim.

11.2 The Client is permitted to acknowledge that the Recording, Mastering or Mixing and Mastering Work took place at the Premises. Notwithstanding the foregoing, the fact that the Recording is recorded, mastered or subject to Mixing and Mastering Work in the Studio does not imply an "endorsement" as between the Company and the Recording or the Client. Should it come to the Company's attention that the Client is implying such an endorsement, the Company shall notify the Client and the Client shall cease the relevant activity.

11.3 The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature.

11.4 The Client warrants that the Recording shall not be used to create software or hardware audio products including, but not limited to, plug-ins or sample instruments. Further the Client warrants that it will not use the Company's name, logo or any Metropolis IP to promote, endorse or otherwise advertise non-Company audio products without the express written permission of the Company.

## **12. STUDIO BREAKDOWN WARRANTY**

In the event of a failure, breakdown or unavailability for any reason of the Studio which prevents the Client's use thereof as contemplated under this Agreement ("Studio Breakdown"), the Company shall, at its option, either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms of this Agreement and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the applicable portion of the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

## **13. MASTER RECORDING AND MIXING AND MASTERING WORK WARRANTY**

13.1 The Client shall promptly notify the Company in writing of any defect in or loss of or damage to the Master Recording or the Mixing and Mastering Work of which it is made aware whether as a result of any test carried out by the Client pursuant to clause 4 or otherwise.

13.2 The Company shall use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to it or of which it is aware and which are attributable to faulty materials or workmanship or the negligence of the Company.

13.3 In the event that the Company is unable reasonably to effect such rectification or replacement its proven liability in respect of any Master Recording or Mixing and Mastering Work (or any related claim thereto) shall be limited to a maximum of £5,000.

## **14. CLIENT'S RECORDINGS**

It is a condition of this Agreement that all Client's Recordings shall have been copied by the Client before delivery to the Company, and that the Company's liability for loss of or damage to a Client's Recording shall be limited to the value of the media on which it is recorded.

## **15. COMPANY'S OVERALL LIABILITY**

15.1 In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of the Company then the Company's liability shall be limited in any event to £10,000 in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement.

15.2 Notwithstanding any other provision contained within this Agreement but subject to clause 15.4, the Company shall not be liable to the Client, its Representatives or the Client's Personnel for any indirect or consequential loss or damage, or economic loss, including without limitation any loss of profits or goodwill or anticipated savings, arising from any fault in the Studio or any act or omission of the Company, its personnel, agents or sub-contractors in respect of this Agreement.

15.3 Nothing in this Agreement shall exclude or in any way limit either party's liability for: (i) death or personal injury caused by its own negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.

15.4 Subject to clause 15.3 and to the extent permitted by law, the Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

15.5 The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Mixing and Mastering Work shall be as set out in this Agreement and in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Mixing and Mastering Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

15.6 WHERE THE CLIENT MAKING THE BOOKING IS A CONSUMER, AS SUCH TERM IS DEFINED IN THE CONSUMER RIGHTS ACT 2015 (OR OTHER RELEVANT LEGISLATION IN FORCE FROM TIME TO TIME), THE STATUTORY RIGHTS OF THE CLIENT ARE NOT AFFECTED BY THESE CONDITIONS.

## **16. FORCE MAJEURE**

16.1 **"Force Majeure Event"** means any circumstance not within the Company's reasonable control including, without limitation:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iv) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

(v) collapse of buildings, fire, explosion or accident; and

(vi) any labour or trade dispute, strikes, industrial action or lockouts;

(vii) interruption or failure of utility service including power failure or breakdown in machinery or equipment on the Premises or externally but affecting the Company and its ability to render services hereunder.

16.2 Provided it has complied with clause 16.3, if the Company is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Company shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. Subject to Clauses 16.4 and 16.5 the time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the Client will be suspended, and the Client's time for performance of such obligations extended, to the same extent as those of the Company.

16.3 The Company shall:

(i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than four (4) weeks, either party may terminate the Hire Period of this agreement by giving written notice to the other no later than seven (7) days after the expiry of the four (4) week period. In such circumstances neither party shall have any liability for the cancellation of the Hire Period (PROVIDED THAT this shall not affect any other warranties, obligations or liabilities of either party under this Agreement).

16.5 Where a Booking cannot proceed because the Client (or any Representative or Permitted Attendee) is required to self-isolate or where any such individual's temperature is, on arrival at the Premises, such that Company requests the relevant individual to not attend the Premises, (which the Client agrees Company shall be entitled to request at its discretion), Company shall have the immediate right without liability to cancel the relevant Booking by notice in writing (email to suffice) given to the Client. In such event the Company shall refund all fees paid to date, PROVIDED THAT the Client shall remain liable for (A) all third-party expenses incurred by Company in respect of that Booking that cannot be cancelled by Company; and (B) for one (1) day's cost of any personnel engaged by Company for that Booking. The Client agrees that Company shall be entitled where applicable to deduct any such costs from any refund of fees paid to date.

## **17. MISCELLANEOUS**

17.1 The Client shall procure that neither the Client nor any of the Client's Personnel or its Representatives shall be held out as an agent of or pledge the credit of the Company.

17.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other.

17.3 No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto.

17.4 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

17.5 No provision of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

17.6 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by recorded delivery or registered post to the address of the applicable party specified on the Booking Form on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.

17.7 Nothing in or arising out of this Agreement is to be taken as constituting a partnership or agency between the parties and no party shall have the right or authority to bind or commit the other in any manner or for any purposes whatsoever.

17.8 This Agreement (and any claims (contractual or non-contractual) or disputes arising in connection with the same) shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.

## **18. CANCELLATION POLICY**

Subject to the clause 10.2 and the Force Majeure clause above any confirmed Booking may only be cancelled in accordance with the following clauses:

(i) By the Client:

(a) For any cancellation of a Booking where the Hire Period is for five (5) days or longer:

(1) the Client may cancel by notice in writing given to the Company at any time following the completion of the signed Booking Form but no later than fourteen (14) days prior to the date of commencement of the Hire Period but in such event shall remain liable for fifty per cent (50%) of the Fees (so that if the Client has paid the full fees upfront, the Company will return 50% of such Fees within fourteen (14) days of receipt of the written notice of cancellation);

(2) If no notice of cancellation is given at least fourteen (14) days prior to the date of commencement of the Hire Period then the Client shall be liable for the full fees and no refunds will be given.

(b) For any cancellation of a Booking where the Hire Period is for less than five (5) days:

(1) the Client may cancel by notice in writing given to the Company at any time following the completion of the signed Booking Form but no later than fourteen (14) days prior to the date of commencement of the Hire Period but in such event shall remain liable for twenty five per cent (25%) of the Fees (so that if the Client has paid the full fees upfront, the Company will return 75% of such Fees within fourteen (14) days of receipt of the written notice of cancellation);

(2) the Client may cancel by notice in writing given to the Company at any time less than fourteen (14) days prior to the date of commencement of the Hire Period but no later than seven (7) days prior to the date of commencement of the Hire Period but in such event shall

remain liable for fifty per cent (50%) of the Fees (so that if the Client has paid the full fees upfront, the Company will return 50% of such Fees within fourteen (14) days or receipt of the written notice of cancellation;

(3) If no notice of cancellation is given at least seven (7) prior to the date of commencement of the Hire Period then the Client shall be liable for the full fees and no refunds will be given

(ii) By the Company:

(a) For any cancellation of a Booking where the Hire Period is for less than five (5) days:

(1) the Company may cancel without liability (other than a refund of all fees paid to date) by notice in writing given to the Client at any time following the completion of the signed Booking Form but no later than fourteen (14) days prior to the date of commencement of the Hire Period;

(2) In addition the Company may at any time (without any liability or reduction in Fees) move any such Booking from a specific studio to a similar suitable studio in the Premises