

TERMS AND CONDITIONS OF SOHO SQUARE STUDIOS LIMITED

1. INTERPRETATION

In these Terms the following words have the following meanings:

“You” or “your” the person(s), firm or company for whom we have agreed to provide Services in accordance with these Terms;

“We”, “Us” or “our” Soho Square Studios Limited, a company incorporated in England and Wales (Company Number 07093035) whose registered office is situated at 33 Soho Square, London, W1D 3QU;

“Confidential Information” means all information (whether in written, pictorial or oral form or any other medium) relating to us, any project we are working on from time to time, any client or customer of ours which you receive directly or indirectly from us (and includes all information which you prepare which contains or reflects or is generated from such information).

“Contract” the contract between us and you for the provision of Services incorporating these Terms.

“Document” means anything in which information of any description is recorded and includes, inter alia, a document in writing, a map, plan, design, drawing, picture or other image, source code, transparencies, negatives, positives, prints, proofs, photographic, graphic design and illustration material or any record of any information in any form including electronic forms;

“Intellectual Property Rights” means any patent, copyright, registered or unregistered design right, database right, registered or unregistered trade mark, rights in relation to confidential information or any other intellectual property rights in any part of the world;

“the Price” The price for the provision of the Services

“Services” such services as you may request from time to time and as may be agreed by us (including any part or parts of them);

“Studio” our studio at 33 Soho Square London

“writing” and any similar expression, includes email and comparable means of communication;

2. APPLICATION OF TERMS

These terms will apply in respect of all Contracts, bookings, provisional bookings and all Services requested by you from us. No terms or conditions endorsed upon, delivered with or contained in your request for Services, purchase order, or otherwise provided by you will apply. Your use of our Services amounts to acceptance of these terms; if you do not agree to these terms you must not use our Services.

Any variation to these terms shall have no effect unless expressly agreed in writing and signed by a director of Soho Square Studios Limited/signed by or on behalf of us

3. STUDIO BOOKING

3.1 Studio bookings can be made by telephone or email (subject to availability).

3.2 Bookings may be made on a provisional or “pencil” basis and it will be assumed that all bookings are made on this basis unless otherwise explicitly stated by you.

3.3 It is your responsibility to ensure that the terms of your request for services are complete and accurate. Your booking request must contain full details of your requirements and at a minimum must state:-

- Session duration
- Names of attendees
- Number of artists on microphone (if recording)
- Any special requests you may have
- Delivery specification

3.4 In the case of provisional Studio bookings we reserve the right to request confirmation of the booking at any time. Such request will be made by telephone or email. If requests should be directed to a particular person in your organisation you must inform us of this in writing when making the booking and provide the relevant contact details for such person. If we receive no response to such request within 30 minutes the provisional booking will be deemed to be cancelled.

3.5 You will be charged in full for any confirmed booking and any extras requested, even if you subsequently cancel.

3.6 Our general Studio hours are 09.00-18.00 Monday to Friday, excluding public holidays. During these hours the minimum booking is 1 hour and bookings can be made for 30 minute increments thereafter. Sessions will be allowed to over-run (subject to additional payment for the additional time used and subject to availability) and you will be charged for each period of 30 minutes thereafter (even if you only use the Studio for part thereof).

3.5 (a) Outside of our general Studio hours, our hourly rate increases by 50% between 6pm and midnight and by 100% between midnight and 6am.

(b) Studio bookings commencing from and including 18.00 but before 22.00, will be charged from 18.00 at the appropriate overtime rate regardless of actual commencement time.

(c) Studio bookings commencing from and including 22.00 but before 5am, and bookings at weekends or during bank holidays must be for a minimum of 4 hours; you will be charged for 4 hours at the appropriate overtime rate regardless of actual session time.

(d) For sessions commencing from and including 5.00am you will be charged for time up to and including 09.00am at the appropriate overtime rate even if your session finishes prior to 09.00am (and if the session extends beyond 09.00am time after 09.00am will be charged at the normal rate).

3.6 All outlay and expenses, including inter alia, couriers, delivery and shipping, provision of refreshments,

printing/copying fees, (if requested by you), unless otherwise agreed, will be billed as incurred plus VAT and will include a standard mark up of 10% to cover time and costs involved (save and except for actors fees where the mark up shall be 20%). We will assume that we have your authority to incur routine expenditure as necessary. We will however revert to you as regards incurring any expenditure of an unusual nature.

3.7 We can carry out printing/copying of up to 50 pages, , paper size A4 only at a charge of 10p per sheet. Upon request we will arrange for a local print room in Soho to carry out any other printing/copying on your behalf, for which you should allow at least 8 working hours and this will be charged at costs + 10%. We accept no responsibility for the quality of the print, any publicity leaks, any over/under-runs.

4. PRICE

4.1 Subject to any variation agreed in writing by us, the Price will be as per our standard rates from time to time – for current rates please contact tom@sohosquarestudios.com;

4.2 We may by giving 7 days written notice at any time increase the Price to reflect any increase in the cost to us in providing the Services which is due to factors occurring after the making of the booking which are beyond our reasonable control.

4.3 The Price shall be exclusive of any value added tax for which you shall be additionally liable at the applicable rate from time to time and (unless otherwise stated in writing by us) all prices are quoted in Sterling.

4.4 Any change in the scope of work or times and dates for provision of Services, the addition of new Services will not be binding on us unless we have agreed to same in writing. Any such changes may be subject to additional charges.

4.5 Where we act or have acted on behalf of a group of companies all companies in the group who have accepted these terms shall be jointly and severally liable for fees owing by any of the group. In addition, if during the course of any matter you involve a subsidiary or a separate legal entity you remain responsible for our fees.

5. PAYMENT

5.1 Payment of the Price (including VAT) is due within 30 days of the date of our invoice unless otherwise specified in writing by us.

5.2 Time for payment shall be of the essence.

5.3 No payment shall be deemed to have been received until we have received cleared funds.

5.4 All payments payable to us for the Services shall become due immediately upon termination of this Contract despite any other provision.

5.5 You shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

5.6 If you fail to pay us any sum when due you will be liable to pay interest to us on such sum from the due date for payment at the annual rate of 2.5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgement.

5.7 We may exercise a lien over any Documents or other materials in our possession (whether belonging to you or a group company) until you/the relevant group company has full paid the Price plus VAT together with any interest outlays and expenses.

5.8 If we have to refer unpaid invoices to our legal representatives as well as recovering the invoiced amount and interest we will seek to recover any legal fees incurred.

5.9 If you fail to make payment for the Services in accordance with these Terms or commit any other breach of these Terms or if any distress or execution shall be levied upon any of your goods or if you offer to make any arrangement with creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against you or you are unable to pay your debts as they fall due or if being a limited company any resolution or petition to wind up (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of your business or assets or if you shall suffer any analogous proceedings under foreign law all sums outstanding shall become payable immediately (whether or not then due or payable) and we may in our absolute discretion and without prejudice to any other rights which we may have:-

- 5.9.1 suspend all future provision of Services to you; and/or
- 5.9.2 terminate the Contract without liability upon our part; and/or
- 5.9.3 appropriate any payment made by you or any group company to such of the Services (or the goods or services supplied under any other contract between you or any group company and us) as we may think fit (notwithstanding any purported appropriation by you).

6. COVENANTS, WARRANTIES, INDEMNITY

6.1 You hereby covenant to:-

6.1.1 without delay and at your own expense make good any damage caused to the Studio to our reasonable satisfaction, to leave the Studio clean and tidy and to return the Studio in the same condition it was in prior to your use of same to our reasonable satisfaction. You will be responsible for any cleaning bills, repair bills and loss of profit arising from failure to comply with the foregoing.

6.1.2 to observe any rules we notify to you governing use of our premises and the Studio;

6.2 You hereby warrant that you are free to enter into this agreement and that the Documents and materials will not infringe or violate the rights (in particular but without limitation any Intellectual Property Rights) of any third party, the

Documents and materials produced will not contain any malicious falsehood or any defamatory or obscene matter of any kind or any material likely to incite religious hatred or contravene official secrets legislation.

6.3 You shall not through your acts or omissions, bring us into disrepute.

6.4 You hereby indemnify and undertake to keep us fully and effectually indemnified from and against any and all losses, costs, actions, proceedings, claims, damages, demands, expenses (including legal costs and expenses) and liabilities suffered or incurred directly or indirectly by us or any compensation paid or agreed to be paid by us to any third party in respect of any breach, non-performance or non-observance by you of any of the agreements, covenants, conditions, obligations, representations, warranties and/or undertakings on your part contained in these Terms or caused as a result of your use of the Studio.

7. EXCLUSIONS

7.1 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault by you.

7.2 You hereby authorise us to communicate with you and third parties in connection with the provision of the Services by email and acknowledge that, by its nature, email may not be a confidential medium and accordingly we shall have no responsibility for the confidentiality of information transmitted by email.

7.3 We shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was due to any cause beyond our reasonable control.

8. LIMITATION OF LIABILITY

8.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

8.1.1 any breach of these Terms; and

8.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded.

8.3 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or affects your statutory rights as a consumer (if you are contracting as a consumer).

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 8.4

8.4 Subject to conditions 8.1 and 8.2:

8.4.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount of the cover under our professional indemnity insurance from time to time and subject to that overall limit to the part of any loss suffered which is proportionate to our responsibility; and

8.4.2 we shall not be liable to you for any indirect or consequential loss or damage, for loss of profit, loss of business, depletion of goodwill, loss or corruption of data or information, or for costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9. ASSIGNMENT

9.1 You shall not be entitled to assign the Contract or any part of it without our prior written consent.

9.2 We may assign or subcontract the Contract or any part of it to any person, firm or company.

10. FORCE MAJEURE

We reserve the right to defer the date of provision of the Services, the booking or to cancel the booking and/or the Contract (without liability to you) if we are prevented from or delayed in the carrying on of our business or performance of the Contract due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or other weather event, epidemic, disease, infestation, restrictions on transport or movement, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods Provided that, if the event in question continues for a continuous period in excess of 90 days, either party shall be entitled to give notice in writing to the other to terminate the Contract.

11. CANCELLATION AND TERMINATION

11.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any material breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

11.1 The termination of the Contract shall not affect:-

11.1.1 any payment which is owing by either party to the other;

11.1.2 any other accrued rights of either party; or

11.1.3 any Terms which are expressed to come into force or continue in force on or after termination.

12. GENERAL

12.1 Each right or remedy we have under these Terms is without prejudice to any other right or remedy whether under these Terms or not.

12.2 If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

12.3 Failure or delay by us in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any of our rights.

12.4 Any waiver by us of any breach of, or any default under, any provision of these Terms by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms.

12.5 The formation, existence, construction, performance, validity and all aspects of the Contract and these Terms shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts and these terms shall be governed by and interpreted and construed in accordance with the laws of England.

12.6 No person other than a party to this agreement may enforce it by virtue of the Contracts (rights of third parties) Act 1999.

12.7 You acknowledge that in entering into the Contract you do not rely on any representation or other term or any understanding except as expressly agreed in writing but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

13. COMMUNICATIONS

13.1 All communications between the parties about this Contract must be in writing unless otherwise specified in these terms:

13.1.1 (in case of communications to us) to our registered office or published e-mail address, or such changed address as shall be notified to you by us; or

13.1.2 (in the case of the communications to you) to the registered office (if it is a company) of the addressee or its e-mail address or to any address set out in any document which forms part of this Contract or such other address as shall be notified to us by you.

13.2 Communications shall be deemed to have been received if sent by e-mail prior to 4.00pm (or where telephone call is acceptable, where same is answered or by voicemail message left on a working day prior to 4.00 pm), at the time of transmission or sending and otherwise on the next working day.

14 CONFIDENTIALITY

Except as authorised in writing by us, you shall not disclose any of our Confidential Information to any other person (other than

to your professional advisers or as required by law) and shall ensure that none of your directors, officers, employees, agents or advisers does anything which, if done by you, would be a breach of the provisions of this clause.

The provisions of this clause shall continue in force, notwithstanding the termination of the Contract for any reason.