

Myrtle Studios T&C's

Myrtle is a studio business. These terms apply to any arm of its business but there are service specific conditions at the end of the document that relate to booking types.

1.GENERAL TERMS

For the purposes of this document, the term **Client** is taken to mean the company or individual who books the facilities, plus any agents, colleagues, audience, clients, freelancers, friends, staff and assistants who are employed by, working with or otherwise present at the studio by the invitation of the **Client**. It does NOT include freelancers or staff contracted by **Myrtle** but includes any freelancers who are hired at the **Client's** request through **Myrtle**.

On booking **Myrtle** for the purposes of filming, photography, performance or live broadcasting, the **Client** accepts that they are satisfied with the facilities and that they have deemed them suitable for the purposes of the hire. These Terms constitute the entire agreement between **Myrtle** and the **Client** and shall apply to the exclusion of any other representation, whether express or implied, written or oral made by or on behalf of **Myrtle**.

In these terms, unless notified to the contrary in writing, **Myrtle** shall be entitled to rely on instructions given to it by any third party purportedly on the **Client's** behalf.

2.INTELLECTUAL PROPERTY

Title in and to and all Intellectual Property Rights in the **Client's** content, logos and/or the clients television channels (and any content contained in it) vests in and shall remain vested in the **Client**. For the purposes of this Agreement, Intellectual Property Rights means any and all intellectual property rights in any and all media whether or not registered or capable of registration including, without limitation, copyright (existing as at the date of this Agreement or arising any time thereafter), patents, trademarks, service marks, trade names, domain names, design rights, database rights, know-how and any applications for the protection or registration of these rights and the right to make such applications. For the avoidance of doubt, **Myrtle** acknowledges that the **Client** is the sole producer of any and all content produced as a result of using **Myrtle's** studios and or any other **Myrtle** Facilities or facilities contracted on the **Clients** behalf.

The **Client** hereby grants **Myrtle** the limited right to exhibit **Client** materials, or excerpts thereof, on **Myrtle's** website, in press releases, or social media for the limited purpose of demonstration of **Myrtle's** work in accordance with standard industry practice.

3. ORDERS, QUOTATIONS, PRICING AND PAYMENT

No order will be binding on **Myrtle** unless or until such order has been accepted in writing. Verbal orders may be accepted at **Myrtle's** discretion. Once accepted, an order may not be cancelled other than with **Myrtle's** written consent and will be subject to these terms. Unless expressly stated otherwise, a quotation is valid for 30 days only from when it was issued.

Verbal confirmation is not an accepted booking confirmation method. The booking is only confirmed once the **Client** has confirmed in writing.

The **Client** is required to provide all information related to the booking as requested in the Myrtle Booking Form. **Myrtle** will issue a written Confirmation along with the booking form. All work will be done at **Myrtle's** relevant rate card unless an alternative written quotation has been agreed. Where estimates are given, they shall not be binding. All prices are subject to VAT, Sales Tax, or other applicable taxes, payable by the **Client** at the appropriate rate.

Clients are required to pay fees upon completion of the booking form in accordance with payment date and terms on following invoice. Special Events will be subject to different payment terms. By proceeding with the booking, the **Client** agrees to the current Terms and Conditions.

Myrtle reserve the right to add, amend, or change any clause in the Terms and Conditions at any time.

Myrtle accepts payment by Bank transfer and if any sum payable by the **Client** is not paid by the due date for payment, **Myrtle** shall be entitled to:

halt the provision of services where relevant;

charge interest on all outstanding sums at the rate of 6% per annum above the base rate of Barclays Bank plc from the due date until the date of payment, payable on demand;

withdraw any applicable discounts and to charge the full amount in accordance with the current rate card; and

vary any credit limit going forward.

4. CANCELLATIONS OR PROBLEMS

1. Once a booking is confirmed all fees are payable per Rate Card.

2. In the event of studio cancellation by the Client, **Myrtle** may be able to offer a credit against monies paid for an alternative date. However, this may take into account losses that cannot be recovered such as freelance staff.

3. If the booking is cancelled by **Myrtle**, all deposits will be returned to the **Client** in full.

4. If **Myrtle** cancels or changes the booking, it will not be liable for any additional cost incurred as a result.

5. Any query alleging a defect in the services must be raised in writing within 7 days of the **Client** becoming aware of the alleged defect. Any query relating to an invoice (or pre-invoice) must be raised in writing within 14 days of such invoice (or pre-invoice).

6. The **Client** shall not be entitled to make deductions from any payment due to **Myrtle** in respect of any off-set or counterclaim.

Myrtle Studios booking information and T&C's

7. Cancellations around special events will attract a 100% cancellation fee, **Clients** will be informed in advance if their booking is classed as a special event.

5. STUDIO AND OFFICE FACILITIES

A **Myrtle** representative will be usually on hand during the **Clients** booking to ensure that the space is used effectively and safely. The role of the **Myrtle** representative is to assist the **Client** in optimizing the space and to ensure no damage occurs to the premises and that health and safety is adhered to by the **Client**.

It is the responsibility of the **Client** to specify formats and any blackout required IN ADVANCE where required. Any media generated should be checked by the **Client** to ensure correct aspect ratio, format etc. The studio hire hours start from the time the hirer enters the studio. Unless other arrangements have been agreed in advance, any props/set or large items that need to be disposed of must be removed from the site by the **Client**, and the studio must be left tidy by the **Client**.

The **Client** agrees to compensate **Myrtle** for loss, damage or distress to equipment, facilities, or to the fabric of **Myrtle**, if caused by the **Client**.

Myrtle cannot under any circumstances be held responsible for fines incurred by the **Client** or visitors who park their vehicles in contravention of prevailing traffic laws.

Myrtle is covered by employer's liability insurance and public liability insurance covering its staff and equipment. The **Client** is responsible for its own event and public liability insurance.

Myrtle does not provide catering (unless specifically agreed in advance, and subject to additional charge).

If the **Client** has props or equipment delivered to the studio before the booking, this needs to be arranged with **Myrtle** to allow free access etc. Every delivery should be agreed and confirmed by **Myrtle** as part of the booking confirmation process. Any heavy or oversized item must be delivered by specialists. If in doubt, please ask.

Rigging of heavy set/overhead elements will have to be performed by appropriate staff, and may be subject to additional charges.

There are occupancy limits in all parts of our facilities. Please make sure you book the spaces according to the number of attendees at your event.

A standard booking day is 9 hours (unless booked as a half day). These timings include rigging and derigging.

OVERTIME

The **Client** will be required to pay overtime for any staff who are on site above the standard 9-hour full day booking. We always try to accommodate overtime requests (a standard booking is 9 hours). **Myrtle** charges different rates for Planned and Unplanned Overtime.

For Planned and Unplanned Overtime charges please refer to Rate Card for relevant studio:

For avoidance of doubt Planned Overtime is additional time agreed before commencement and Unplanned Overtime is any time agreed after shoot commencement. Overtime may not be possible due to other bookings or time worked by staff on any given day.

7. BOOKING

By proceeding with the booking you agree:

To abide by the T&Cs and the payment terms.

Myrtle Studios booking information and T&C's

Only the requested and confirmed facilities and equipment, as per the Booking Form, are to be included in the studio hire.

Only the specified equipment and personnel (crew, cast, production, and audience) are allowed on the premises, as per the Booking Form.

8.STUDIO MECHANICAL & ELECTRICAL

Myrtle presumes anyone operating its equipment is qualified and competent to use it. It is the **Clients** responsibility to predetermine that all THEIR crew members are capable and qualified for the job they are doing. The **Client** will be held liable for any misuse or damages incurred.

Myrtle is liable for the safety of its own electrical equipment.

Myrtle is not liable for any equipment failure and/or delays due to any electrical or mechanical fault.

The **Client** should ensure that all electric equipment they bring to the studio is safety and PAT-tested.

Myrtle allows photographers to bring their own personal e.g. camera, without surcharge.

Myrtle can provide consumables to the **Client** at a separate charge. The **Client** may bring their own consumables if preferred.

Power cuts from external sources are not deemed to be the responsibility of **Myrtle**; the studio will not be held liable for any losses incurred as a result of power cuts or other electrical failures.

9.HEALTH & SAFETY

Whilst in **Myrtle** facilities, the **Client** is responsible for their own (and third parties employed through them) insurance cover against theft, loss or damage to their own equipment.

Myrtle will not be held liable for any claims whatsoever made by the **Client**.

The **Client** is responsible and liable for their own insurance to cover personal injury to crew and cast / models, plus liability to any third parties involved.

The **Client** is responsible for the health & safety of their shoot.

In the event of injury, **Myrtle** provides a First Aid Kit. However, the studio may be unable to provide First Aid qualified personnel.

In the event of a fire alarm or evacuation of a **Myrtle** building, the **Client** must leave the building until an all clear has been given. UNDER NO CIRCUMSTANCES is the use of inflammable liquids and of pyrotechnics allowed at **Myrtle**. A smoke machine can be allowed subject to special permission and fire alarm deactivation and reactivation charge. This must be agreed in writing before booking.

10.SECURITY

Myrtle is not responsible for the **Clients** lost, stolen or damaged goods or equipment on studio premises at any time.

All goods and equipment are brought into the studio premises entirely at the owner's risk.

The **Client** must inform **Myrtle** of certain aspects of a shoot that might necessitate specific precautionary measures or the provision of additional facilities or services. These include, but is not limited to, excessive noise (including music playback), set-builds, nudity, stunts, working with children or animals. If in doubt, the **Client** should advise **Myrtle** in advance as a precaution.

11.TERMINATION

Myrtle may summarily terminate any hire contract with the **Client** if any of the following occurs:

If the **Client** shall fail to pay any monies due to **Myrtle**;

Other than for the purposes of amalgamation or reconstruction, **Myrtle** may summarily terminate the contract if the **Client**:

Enters into liquidation;

Has a receiver of assets appointed;

Is declared bankrupt;

Has a receiver order made against them.

If the **Client** commits a criminal act or otherwise acts contrary to the laws of England and Wales.

If the **Client** is in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to **Myrtle** against the **Client** prior to the date of termination.

12.COMPLETION AND DELIVERY

Myrtle shall use all reasonable efforts to deliver in accordance with delivery dates and times but shall not be liable for any loss or damages of any nature caused by any failure of **Myrtle** to meet any delivery date and time of completion.

13.STORAGE OF CLIENT MATERIALS

Props, lighting or other **Client** materials will be stored for a maximum of 7 days.

Myrtle shall be entitled to destroy or dispose of any **Client** Materials not collected from **Myrtle** within three months after the completion of any Services and, until collected, such **Client** Materials shall be held by **Myrtle** at the **Client**'s sole risk and liability.

Myrtle will only store **Client** Materials on the written instructions of the **Client** subject to the **Client** paying (unless otherwise agreed in writing) monthly in advance storage charges at the rates informed by **Myrtle** ("Storage Charges") and any **Client** Materials so stored will be stored at the **Client**'s sole risk and liability.

If the **Client** fails to take delivery of the Services and/or Customer Materials within 21 days of notification of completion of the Services, **Myrtle** will be entitled to charge and the **Client** obliged to pay Storage Charges.

14.FORJE MAJEURE

Myrtle shall not be under any liability to the **Client** as a result of **Myrtle** being unable to perform any of its obligations due to circumstances beyond its reasonable control including without limitation industrial action, act of God, fire, flood, storm, acts of civil or military authorities, war, terrorism, shortages of material or acts, omissions or failures of third parties or the **Client**. **Myrtle** shall at its sole option be entitled to either perform such obligations as and when it is reasonably able to do so or to treat itself as wholly or partly released from all such obligations or instructions without liability.

15. WARRANTIES AND LIABILITY

Myrtle shall use reasonable skill and care in performing the Services.

15.1. **Myrtle** hereby excludes to the fullest extent permitted by law any and all warranties, terms and conditions other than those set out expressly herein (whether express, implied by statute, contract, course of dealing or otherwise) including without limitation any implied warranties as to fitness for purpose or satisfactory quality.

15.2. **Myrtle** shall not in any circumstance be liable for:

any loss of business, goodwill, reputation, contracts, opportunities or profits (in each case whether arising in the normal course of events or **Myrtle** knew of the possibility of such loss);

any indirect, consequential or special loss or damage;

or any loss of quality attributable to any process carried out during the performance of the Services. Any damage or loss of property by the **Client** or a third party;

Any breakdown stoppage or failure of the facilities and equipment provided in the studio or any other equipment supplied to the **Client** by **Myrtle**;

Any death or injury occasioned to any **Client** occasioned by the use of the Studio or any Equipment.

Any failure on the part of **Myrtle** to comply with its obligations to the Customer due to any circumstances beyond the control of **Myrtle**.

15.3. The **Client's** particular attention is drawn to the fact that prices quoted for the work undertaken by **Myrtle** do not take any account of any special value of any **Client** Materials passed to, or stored by, **Myrtle**. The **Client** acknowledges that the cost of insuring **Client** Materials against all risks to its full value (if such insurance could be obtained) would result in a substantial increase in **Myrtle's** prices for Services. The **Client** will insure all **Client** materials passed to **Myrtle** against all risks to their full replacement value (including any consequential loss they may suffer as a result of its loss or damage) and **Myrtle** accepts no liability whatsoever for any loss or damage caused by the default or negligence of its servants, agents, sub-contractors or equipment.

15.4. **Myrtle's** total liability for any and all loss or damage arising out of or in connection with any contract for Services with the **Client** shall be limited to the total sums paid by the **Client** to **Myrtle** under such contract.

15.5. Nothing herein shall be construed as excluding or limiting **Myrtle's** liability for death or personal injury caused by **Myrtle's** negligence.

15.6. The **Client** shall indemnify **Myrtle**, its directors, employees, contractors and agents against any and all liability, costs, expenses, claims and demands of any nature whatsoever, arising out of or in connection with the **Client's** Materials and any acts or omissions of the **Client**, its employees or representatives, including without limitation any breach of these Terms.

15.7. The **Client** warrants that:

where **Myrtle** uses the **Client** Materials, such use will not give rise to a breach of copyright trademark or any other proprietary interest of any third party; and

the **Client** has made a security copy or second copy of the **Client** Materials and any master copy.

16.CONFIDENTIAL INFORMATION

The **Client** shall keep confidential and secure all information relating to **Myrtle** and the Services (the "Group Information") and shall not disclose such Group Information to any third party (other than its employees or professional advisors who need to know the same) without **Myrtle's** prior written consent save to the extent that any Group Information is a) in the public domain not through any fault of or disclosure by or on behalf of the **Client**; or b) required by law to be disclosed.

17.SUB-CONTRACT

Myrtle reserves the right to sub-contract at its discretion and without notice to the **Client**.

18.LICENCE TO OCCUPY

Any occupation of **Myrtle's** premises by the **Client** will:

not confer exclusive occupation on the **Client** who shall occupy as licensee only;

not create any relationship of Landlord and Tenant; subject to Landlords and Tenant act;

be personal to the **Client**;

(unless otherwise agreed) be subject to the payment of a licence fee as imposed by **Myrtle**.

19.MISCELLANEOUS

Any notice given under these Terms may be served by posting the same by ordinary recorded delivery or registered mail or email, where via mail in an envelope pre-paid and addressed to the recipient at the address of the recipient last known to the sending party. Such notice so posted shall be deemed to be served on the 2nd day after the same was posted.

Myrtle reserves the right to make changes to these Terms from time to time. An up-to-date copy will be available at [MyrtleStudios.co.uk/terms](https://myrtlestudios.co.uk/terms), to download, or on request.

No failure or delay by **Myrtle** in exercising any of its rights under these Terms shall be deemed to be a waiver of such breach or any subsequent breach of the same or any other term.

These Terms shall not be taken to constitute a partnership or the relationship of employer and employee.

These Terms and each contract between **Myrtle** and the **Client** shall be governed by English law and subject to the exclusive jurisdiction of the English courts,

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

Myrtle cannot guarantee that it's facilities are allergen free.