

KIMBER STUDIO

Terms & Conditions

These terms and conditions are for hiring the Studio at KIMBER STUDIO, 88A Greenfield Road, London, E1 1EJ.

I. Definitions

In these conditions the following expressions have the following meanings:

- “KIMBER STUDIO”/”Studio” – and any of the partners or any servant agent employee or sub-contractor on behalf of KIMBER STUDIO.
- “The Customer”/”Client”/”Hirer” – any person or firm or company dealing with KIMBER STUDIO or any servant or employee of such a person firm or company.
- “Services” – shall include all Studio space and personnel of KIMBER STUDIO or of any sub-contractor of the Company.
- “Equipment” – shall include all fixtures and vehicles, lighting and other materials provided by KIMBER STUDIO or by its nominated sub-contractors.
- “Studio” – the premises of KIMBER STUDIO for the time being where the services and equipment are provided.

II. General

1. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of KIMBER STUDIO.
2. Details of KIMBER STUDIO services are set out on the Studio website. Prices and rates available on these pages and on the website may be varied by KIMBER STUDIO without notice.
3. The Customer shall inform KIMBER STUDIO whether they require a member of KIMBER STUDIO staff (at extra costs) to be on site to assist with equipment, lighting etc during the booking. Without this information it will be assumed that the Customer is confident and competent to use the Studio unaided, safely and professionally.
4. Nothing in these Conditions is intended to exclude, restrict or modify liability on the part of KIMBER STUDIO resulting from negligence or otherwise.

III. Studio Hire

1. The Studio may be provisionally booked by telephone or email and the booking should be confirmed within 24 hours of the provisional booking. The Customer will be required to pay the full amount of the hire fee. The payment is confirmation of the booking and the Studio will be secured only when the full payment has been received.
2. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by KIMBER STUDIO or by any statutory body or Local Authority.
3. The Studio is available for the exclusive use of the Customer named in the booking (and his party) and the Customer is not permitted to sub-contract, sub-let or otherwise permit any third party to utilise the Studio without the prior written consent of KIMBER STUDIO.
4. Any materials used in connection with sets constructed by the Customer as well as any rubbish shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer. KIMBER STUDIO will be invoicing the Client for anything that is left behind by the Client and needs to be disposed of.
5. No alterations, decorations or additions to the Studio are permitted without the consent of any partner of KIMBER STUDIO and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by KIMBER STUDIO arising out of any breach of this Condition shall be paid by the Customer in full.

6. The Studio is supplied clean at the start of the hire period and all the costs of painting, repairing, redecorating and maintaining this state are payable by the Customer if the Studio is not returned in the same state as it was at the start of the hire. KIMBER STUDIO must be notified by the Customer at the start of the hire period if any aspect of the condition or decoration of the Studio is unacceptable. If no such notification is given the Studio will be determined to be of an acceptable standard for use by the Customer.
7. The Customer must include set up and take down/clean up time within the hours booked, to avoid overtime charges.
8. Noise levels must be kept to a reasonable level during Studio hire bookings. Clients are asked to consider other occupants and neighbour residents when using the Studio.
9. No animals are allowed in the building (except guide dogs) unless otherwise agreed with KIMBER STUDIO.
10. No smoking (including vaping and e-cigarettes) is permitted inside the Studios or throughout the building.
11. Smoke and Haze machines can only be used when this is agreed with KIMBER STUDIO in advance.
12. No illegal activities are accepted and anyone not compliant will be asked to leave and/or police will be called.
13. The Studio is fitted with CCTVs. Images are recorded for the purpose of crime prevention and the staff safety and they might be also stored to claim for any damages incurred during the booking. Any attempt to circumvent, obstruct or tamper with the security systems will be considered a breach of these Terms and Conditions and the Studio has the right to terminate the booking. Any money paid will be non-refundable and any balance for the hire of the Studio will still be due.

IV. Hire of Equipment and Services

1. All Equipment and services are supplied by KIMBER STUDIO entirely at the risk of the Customer. KIMBER STUDIO shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit. The Customer is responsible for any loss or damage to the Equipment or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or subcontractor of the Customer.
2. All Equipment supplied to the Customer is in good condition. The Customer must notify KIMBER STUDIO at the time of supply if the condition of the Equipment is not acceptable.
3. In no circumstances shall KIMBER STUDIO be liable for any transport cost or for any loss or damage including consequential loss or damage however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied
4. The Customer may not without the written consent of KIMBER STUDIO:
 5. - Remove the equipment from the Studio premises; or
 6. - Modify or alter or tamper with the Equipment in any way; nor
 7. - Use the Equipment in a manner not recommended by the Manufacturer; nor
 8. - Allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor part with possession sell pledge encumber or suffer any lien to be created on the Equipment.
9. Where at the request of the Customer, KIMBER STUDIO supplies to the Customer the services of a driver, assistant, sub- contractor, freelance or other person such person shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and KIMBER STUDIO shall not be liable for loss or damage of any kind however caused.
10. KIMBER STUDIO shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of KIMBER STUDIO or any other person whose services are supplied to the Customer.
11. The hire period for services or Equipment cannot be extended otherwise than with the consent of KIMBER STUDIO.
12. Equipment must be returned promptly at the end of the hire period in good condition. The Customer shall pay or compensate KIMBER STUDIO for the replacement value (plus any administration fee) of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

V. Payment and Additional Charges

1. Unless otherwise agreed in writing all transactions will be settled in agreement with KIMBER STUDIO payment terms set out in our terms and conditions before the commencement of the hire period. Clients not paying the full amount must settle accounts within 24 hours of the booking. Prices may be varied without notice to the Customer.
2. Overdue payments will incur interests at 15% per week or part thereof.
3. The hire time commences when the agreed hire period starts (with or without the Customer being present) and terminates when the Studio and/or Equipment is surrendered or returned to KIMBER STUDIO. KIMBER STUDIO will charge for overtime.
4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.
5. At the end of the hire period the Customer may be charged at the discretion of KIMBER STUDIO an additional rental where the Studio or any item of Equipment is delivered to or returned to KIMBER STUDIO in a bad or damaged condition. Anything damaged will be charged at full price plus 25% administration/restock charge.
6. Where KIMBER STUDIO is required to place a security deposit with any third party for the hire or acquisition of any item, equipment or construction material, such deposit shall be paid to KIMBER STUDIO by the Customer in full when the booking is made.
7. The price payable by the Customer shall be KIMBER STUDIO price for such goods and service current from time to time, as set out in the relevant Pro Forma Invoice/Quotation, which shall set out prices exclusive of VAT.
8. KIMBER STUDIO shall have a general lien on any film, tape, media or other equipment digital or otherwise or property in the possession of KIMBER STUDIO or in the Studio premises for the payment of any monies due to KIMBER STUDIO from the Customer.
9. A damages security deposit might be required on the day of hire depending on the type of booking. Once the equipment and the Studio conditions have been inspected on the day, your deposit will be returned to you. This deposit will be of at least £200+VAT depending on the shoot type and total number of people involved in the shoot.

VI. Exclusions of Liability

Subject as hereinbefore mentioned KIMBER STUDIO shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

1. any damage to or loss of property by the Customer or the Customers servants or agents or any third party.
2. any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by KIMBER STUDIO.
3. any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of KIMBER STUDIO or the servants or agents of KIMBER STUDIO.
4. for any fines and/legal costs incurred by KIMBER STUDIO or the Customer for any activity connected with the hire of the Studio or Equipment.
5. any failure on the part of KIMBER STUDIO to comply with its obligations to the Customer due to any circumstances beyond the control of KIMBER STUDIO.

KIMBER STUDIO cannot be held responsible for loss or damage to any equipment or personal property of the Customer or related parties. Anything left at the Studios will be disposed of or given to charity if not claimed back within 24 hours. No Client related property and equipment will be covered by any insurance held by KIMBER STUDIO including anything left overnight.

VII. Indemnity

The Customer shall at all times keep KIMBER STUDIO indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against KIMBER STUDIO or the servants or agents of KIMBER STUDIO by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by KIMBER STUDIO even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of KIMBER STUDIO its directors servants or agents save in respect of any death or personal injury caused by the negligence of KIMBER STUDIO as aforesaid. The Customer must ensure that they have their own public liability insurance for all persons in the Studio during the hours of use, to cover any accident, injury or death.

VIII. Minors

The Customer must ensure that all minors under the age of 16 are always accompanied by a chaperone. Minors must have parent's or guardian's permission to be at the Studio, and to be photographed or filmed as relevant.

IX. Booking Reschedule and Cancellations

All bookings are final. Bookings are not refundable and not transferable to another date/time unless otherwise agreed in writing.

Clients that wish to cancel a booking will receive a 50% refund of the amount paid if KIMBER STUDIO is contacted 5 days or more before the booking date.

Clients that wish to reschedule a booking can do so free of charge if KIMBER STUDIO is contacted at least 3 days before the booking date.

X. Termination

KIMBER STUDIO may summarily terminate any hire contract with the Customer upon the happening of any (but not only) of the following events:

1. if the Customer shall fail to pay any of the monies due to KIMBER STUDIO or dishonour any cheque paid to it; or
2. if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or
3. if the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to KIMBER STUDIO against the Customer prior to the date of termination.
4. Lateness of 45+ minutes from the start of the Customer booking will be considered a "no show" and the booking will be terminated. No refund will be issued. KIMBER STUDIO may terminate any booking or hire contract if the Customer is found to be in breach of any of the terms and conditions.

XI. Additional Fees

The fees below do not cover every possible scenario so the final fee will be discussed with the Client during or after the booking. As a general rule – the Studio will need to be returned in a similar state to what it was at the beginning of the booking.

1. Redecorating: Any scuffs and marks on any walls, ceilings and floors will be quoted accordingly. Redecorating fees start at £100+VAT plus materials and will be quoted accordingly.
2. Overtime: £70.00 per hour
3. Cleaning: When the studio is not returned in the same clean state as it was at the beginning of the booking, the Client will be billed a basic £75+VAT cleaning fee.
4. Storage: Upon arrangement we can store your items/equipment for £50 (not per item) per day.
5. Breakage and missing items: Anything broken or missing will be charged at full cost, plus delivery, plus admin fee.
6. Equipment rental: Refer to the Equipment list.

XII. Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England, Scotland, Wales and Northern Ireland.

To accept these terms and conditions please sign below:

Name:

Signature:

Date: