



## CONDITIONS OF HIRE

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THIS AGREEMENT IS MADE BETWEEN

JonesMillbank Limited, trading as Nine Tree Studios  
whose registered office is at  
Unit B Causeway Central, Bristol, BS4 3QB  
("Studio")

AND

the Hirer



All bookings are subject to Nine Tree Studios' Terms and Conditions (T&Cs), available from our bookings team. All general information required for studio or equipment dry/wet hire are included in this document.

These conditions of hire refer to any booking You make through Nine Tree Studios and/or JonesMillbank Limited for studio\space and equipment hire.

## 1. Definitions

<b>Business Day</b>	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Services</b>	The hire of studios, space, car parking and other related facilities, along with any equipment, crew or associated support.
<b>Standard Hire Day</b>	08:00 to 17:00 on a Business Day.
<b>Hirer\You\Your</b>	The individual or company responsible for the booking of the Services.
<b>Studio\We\Us\Our</b>	Nine Tree Studios, a trading name of JonesMillbank Limited.

## 2. Summary

- 2.1. You are assumed to have deemed the studio suitable for Your needs.
- 2.2. You are responsible for Your own insurance and a copy of Your cover will be required prior to shooting in Our facilities or hiring any equipment.
- 2.3. You are responsible for leaving the studio clean, tidy, and as You found it.
- 2.4. All Hirers must pay 100% upfront for any bookings.
- 2.5. Agreed overtime is payable at a per hour rate of 10% of the day rate total from quotations, rounded up.
- 2.6. Unplanned overtime is payable at a per hour rate of 20% of the day rate total from quotations, rounded up.
- 2.7. On completion of Your shoot, We require full payment of any additional costs including overtime, electricity usage, studio clearance and rubbish removal, additional crew, extras or consumables.
- 2.8. VAT is payable at 20% for UK-registered Hirers.

## 3. General Terms

- 3.1. It is Your responsibility to judge the suitability of our spaces for requirements. Do this through a virtual tour, floorplans and/or site recces. Should You require additional space once Your hire has commenced You will be charged for the extra space required.
- 3.2. Our studios are not suitable for live television.
- 3.3. Verbal confirmation is not an accepted booking confirmation method and We will only consider a booking confirmed once it is in writing with a Purchase Order and/or paid for in advance.



- 3.4. Hire hours start from the time the Hirer enters the studio and the end of the hire is based on when You have left the studio completely.
- 3.5. On completion of the last day of a hire, the Hirer is responsible for clearing the studio and any other areas they have used.
- 3.6. Charges may be incurred if the Studio has to remove any of the Hirer's items.
- 3.7. On completion of the last day of a shoot, set-building waste created by the Hirer must be removed. If waste is left at the premises We will hire commercial skip(s) as needed and pass the associated costs for removal onto the Hirer.
- 3.8. You agree to compensate the Studio for loss, damage or distress to equipment, facilities, or to the fabric of the studio itself, if caused by the Hirer.
- 3.9. We cannot under any circumstances be held responsible for fines incurred or damage caused by the Hirer or their visitors to the local area (including roads, verges, signs, walls or fences).
- 3.10. We ask all Hirers to encourage good parking, within bays, not blocking car spaces, other cars, doorways or exits.
- 3.11. You are permitted to 'double park' or block other vehicles only where:
  - 3.11.1. The other vehicle(s) are part of Your crew, and You have permission from the driver of the other vehicle to do so.
  - 3.11.2. Such parking does not block or make maneuvering, entering or exiting the car park difficult or hazardous for other users.
- 3.12. With the Hirer's consent, We may carefully and respectfully use some of the images or footage from Your hire and/or production on our website and social platforms for promotional purposes. Such usage is subject to our Non-Disclosure Agreement.
- 3.13. Smoking is not permitted anywhere within the premises or anywhere outside of the designated smoking area. All cigarettes must be disposed of using the facilities provided.
- 3.14. The Studio is covered by Employer's Liability Insurance. The Hirer is responsible for its own insurance, a copy of which must be provided at least 48 hours before the commencement of the hire, or immediately upon booking.
- 3.15. If such insurance is not provided or is invalid, Your booking will be cancelled at a cost of 100% of all booking and hire fees.

#### **4. Payment Terms and Additional Charges**

- 4.1. The Studio will invoice the Hirer in respect of all fees, expenses, utilities and third-party costs ("Fees").
- 4.2. The Fees will be invoiced by the Studio and shall be payable by the Hirer immediately, or such other reasonable period as the parties may agree in writing.
- 4.3. All sums stated in this Agreement or in any quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Hirer at the rate prevailing from time to time.
- 4.4. In the event that the Hirer fails to make any payment in full when due to the Studio under these conditions, then without prejudice to its other rights and remedies under or in connection with these conditions or otherwise in law, the Studio may suspend all or part of the Services until payment has been made in full.



- 4.5. If any payment of the Fees is subject to tax (whether by way of direct assessment or withholding at its source), the Studio shall be entitled to receive from the Hirer such amounts as shall ensure that the net receipt to the Studio of the Fees after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.
- 4.6. If the Hirer is overdue with any payment hereunder, then without prejudice to the Studio's other rights or remedies:
  - 4.6.1. The Studio reserves the right to charge interest for late payment at a rate of 1% of the outstanding amount excluding VAT per day;
  - 4.6.2. the Studio shall have the right to suspend performance of the Services on 7 days' written notice until the Studio has received payment of the overdue amount together with any accrued interest; and/or
  - 4.6.3. the Studio shall have the right to terminate the applicable Services immediately upon 7 days' written notice to the Hirer.
- 4.7. Where a surcharge is levied by a supplier against the Studio due to late payment and this results from late payment by the Hirer, the Hirer shall immediately reimburse to the Studio the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 4.8. Overtime charges occur after the 9th hour of Your shoot day.
- 4.9. Agreed overtime is any overtime agreed in writing at least 48 hours in advance of the date. Agreed overtime is charged at 10% of the day rate of the hire on an hourly pro-rata basis, rounded up.
- 4.10. Unplanned overtime is any overtime not agreed in writing or added less than 48 hours in advance of the date. Unplanned overtime is charged at 15% of the day rate of the hire on an hourly pro-rata basis, rounded up.
- 4.11. Mains electricity is not included in Your hire fee unless agreed in writing or You are using a minimal number of fixtures running from 13A wall sockets. All usage above and beyond this will be charged for at-cost.
- 4.12. The studio Hirer should inform the Studio of certain aspects of a shoot that may necessitate specific precautionary measures or the provision of additional facilities or services. These include, but are not restricted to: excessive noise (including music playback and firearms), set builds, working at height, nudity, use of pyrotechnics, inflammables, smoke, liquids, stunt work, or work with animals or children.

## 5. Security

- 5.1. For security purposes all Hirers, Your crews and cast members will be asked to sign in and out and use any advised access cards.
- 5.2. Any access cards or keys lost or not returned will be charged to the Hirer.
- 5.3. The Studio operates internal and external CCTV camera recording equipment.
- 5.4. CCTV cameras are located in each studio but in the event of a 'closed set', and with the permission of the Studio, these can be covered.
- 5.5. The Studio will not be held responsible for Hirer's lost, stolen or damaged goods or equipment on the studio premises at any time. All goods and equipment are brought onto the studio premises entirely at the Hirer's risk.



- 5.6. Any parking provided by the studio is used at Your own risk. The Studio accepts no responsibility for any theft or damage to any vehicle howsoever caused.

## **6. Food & Drink**

- 6.1. We assume You have deemed the space You are hiring suitable for dining Your entire crew.
- 6.2. You and Your crew are welcome to bring food and drink onto the premises. Should You wish to provide Your own food and drink:
- 6.2.1. You cannot consume food or drink outside of the studio or space You are hiring.
- 6.2.2. All waste, including food and packaging, must be removed and disposed of away from the premises. You will be charged additionally if We have to remove any food or drink waste, packaging or spills.

## **7. Studio Lighting & Electrical**

- 7.1. The Studio presumes that anyone operating any of its equipment is competent with its use. It is the Hirer's responsibility to pre-determine that all crew are capable and qualified for the job they are doing and will be held liable for any misuse or damages incurred. Any Studio personnel required to assist in the operation of equipment will be charged on to the Hirer.
- 7.2. The Studio is only liable for the hiring of equipment where an equipment list is agreed in writing prior to shooting.
- 7.3. The Studio is liable for the performance and safety of its own electrical equipment.
- 7.4. The Hirer should ensure that all electric equipment brought to the Studio by the Hirer or its crew is PAT tested, safe to use and connected to the correctly rated sockets in the studio. Failure to do so will result in additional fees levied for trained personnel to assist You with and/or repair any damaged equipment.
- 7.5. If You provide Your own equipment via a third-party hire firm it is Your responsibility to arrange the timely collection of the equipment within the booked studio time.
- 7.6. Equipment cannot be left at the Studio overnight for next-day collection, or collected out of hours, without express written permission.
- 7.7. Power output stated on our floorplan is the maximum You will be permitted to use from mains electricity for studios/space booked. The floor plan should be provided to a qualified electrician/gaffer to ascertain if additional power is required and this should be booked in advance. It is the Hirer's responsibility to check with the Studio at the time of booking to ensure that sufficient power is available for Your requirements.
- 7.8. Power cuts from the National Grid are not deemed to be the responsibility of the Studio, and the Studio will not be held liable for any losses incurred as a result of power cuts.

## **8. Health & Safety**

- 8.1. While at the premises, the Hirer is responsible for their own (and third parties employed through them) insurance cover against theft, loss or damage to their own equipment. The Studio will not be held liable for any claims whatsoever made by the Hirer or substituent individuals.



- 8.2. The Hirer is responsible for and liable for their own insurance to cover personal injury to crew and cast, plus liability to any third parties involved.
- 8.3. The Hirer is responsible for the health and safety of their production or requirements.
- 8.4. The Hirer should carry out a hazard / risk assessment prior to their production and issue suitable method statements to the Studio.
- 8.5. The Hirer must acquaint themselves with the studio's emergency procedures prior to usage, aided by our team on-site. Additional and repeat instructions can be found at the entrance to each room, and in the main reception area.
- 8.6. In the event of injury, the Studio provides a first aid kit. However, the Studio is unable to provide first aid qualified personnel without additional cost.
- 8.7. It is the responsibility of the Hirer to ensure there is a fully qualified first aider on-stage at all times.

## 9. Cancellations

- 9.1. Once the booking has been confirmed for use by a corresponding production; any modifications to agreed booking would be liable to incur a cancellation fee at the following costs:

Notice	Fee
Within 7 days	100% of all booking and hire fees
Within 14 days	50% of all booking and hire fees

- 9.2. We will endeavor to refund as much of a booking as possible if there has been no direct cost/implication to the Studio and/or the matter is out of Your control.
- 9.3. We reserve the right of discretion regarding any changes to dates made after the confirmation agreement, depending on the availability of studios and equipment.

It is Your responsibility, as the Hirer, to ensure You have adequately assessed and insured Your production. Failure to do so will result in Your booking being cancelled.

**END**

