



TNT Studios "Terms & Conditions"

1; Definitions

In this document the following words have the following meanings: "TNT" TNT Studio Ltd or and TNT Films. The Customer" any person, firm or company dealing with TNT or any servant or employee of such a person firm or company. "Services" shall include all studio space and the services of TNT personnel or of any sub-contractor of TNT. "Equipment" shall include all fixtures and lighting and other materials provided by TNT or by its nominated sub-contractors. "Studio". The premises where TNT provide the services and equipment.

2; General

1. Customers must effect their own insurance cover against consequential loss of profit and other Risks and must effect their own cover against loss damage or theft of its own equipment brought onto the premises, equipment hired in by themselves and equipment owned by TNT or hired in by TNT from sub-contractors. All equipment must be covered by the insurance of the Customer for the entire period that it is at the premises of TNT, i.e. from the time it is delivered to the studio until it is collected by, or delivered to, the sub-contractor or Customer. Under no circumstances will TNT entertain any claims arising out of any failure of the Customer to effect their own insurance cover.
2. These Conditions for an integral part of your contract with TNT and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of TNT.
3. Full details of the TNT services are set out in the TNT website. Such services may be varied by TNT at any time and without notice.
4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of TNT resulting from negligence or otherwise unless permitted by Statute.
5. The customer must send to TNT, by mail or e-mail, a copy of their production insurance certificate prior to the commencement of the booking.

3; Studio Hire

1. Any confirmed bookings, cancelled with less than 48 hours notice in writing will be charged at 50% of the full rate plus any and all costs incurred by TNT by way of expenses. Any confirmed bookings cancelled with less than 24 hours notice in writing will be charged at 100% of the full rate plus any and all costs incurred by TNT.
2. Bookings may only be extended or amended with the prior written consent of TNT.
3. The Customer must observe all regulations governing the use of the Studio and of any equipment and services whether imposed by TNT or by any statutory body or Local Authority.
4. The Studio is available for the use of the Customer named in the booking/contract 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 TNT.
5. The Customer is responsible for any loss or damage occasioned to the Equipment, (whether owned by TNT, hired in by TNT from sub-contractors, or hired in by the Customer) or the Studio caused by or arising from the Customers use thereof or by any servant agent employee or subcontractor of the Customer. Any equipment belonging to TNT or any sub-contractor that is damaged shall remain the property of TNT or the said sub-contractor.
6. Any materials used in connection with sets constructed by the Customer, or by TNT on their behalf shall be removed from the Studio at the end of the hire period at the expense of the Customer. TNT will charge the customer a storage fee of £50 per day or part thereof and reserves the right to pass on to the customer any and all disposal charges if this condition is not met.
7. No alterations decorations or additions to the Studio are permitted without the written consent of TNT. 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 TNT arising out of any breach of this Condition will be charged to the Customer.
8. Decoration of the Studio or the cove is unacceptable. If no such notification is given the Studio and cove and decoration will be determined to be of an acceptable standard for use by the Customer. Special painting requirements should be notified in writing to TNT at least 7 days in advance and the proposed requirement will be price quoted.

9. If the customer or persons under the supervision of the customer behave in an inappropriate, illegal or dangerous manner, TNT reserves the right to escort such persons off the premises and cease the hire of the studio immediately. In such cases the full hire charge will become payable immediately.

10. A studio hire day is 10 hours between the hours of 8am and 6pm, unless otherwise arranged. TNT reserves the right to charge overtime per additional hour or part thereof at 10% of the full hire cost per hour. Any such additional overtime must be agreed in writing with TNT.

4; Hire of Services and Equipment

1. All Equipment and services are supplied by TNT entirely at the risk of the Customer. TNT 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.

2. All Equipment supplied to the Customer is in good condition. The Customer must notify TNT at the time of supply if the condition of the equipment is not acceptable.

3. In no circumstances shall TNT be liable for any 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 TNT (a) Remove the equipment from the Studio premises; or (b) modify, alter or tamper with the Equipment in any way; nor (c) use the Equipment in a manner not recommended by the Manufacturer; nor (d) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor (e) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

5. Where at the request of the Customer TNT supplies to the Customer the services of a driver, assistant, sub-contractor, free-lance 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 TNT shall not be liable for loss or damage of any kind however caused.

6. TNT shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation, whether written or verbal, given or made by any servant of TNT or any other person whose services are supplied to the Customer.

7. The hire period for services or Equipment cannot be extended without the written consent of TNT.

8. Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate TNT for the replacement value of lost or damaged Equipment, said damaged Equipment will remain the property of TNT.

9. The Studio is supplied clean with a white painted cove if applicable at the start of the hire period and all the costs of painting repairing and maintaining this state are payable by the Customer. TNT must be notified by the Customer at the start of the hire period if any aspect of the condition of the cove is considered damaged or unfit for use.

5; Payment and Additional Charges

1. Unless otherwise agreed in writing by TNT, 20% of the hire charges must be paid by cash, BACS transfer, or cheque before the start of the hire period (allowing 5 working days for a cheque to clear). The Customer must settle accounts at the end of the last day of hire or, if arranged in advance, upon receipt of our invoice. In all events payment must be received within thirty (30) days of the invoice date.

2. Overdue accounts will accrue interest at 8% above Bank of England base rate. **"We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms"**

3. The hire charge commences when the Studio and/or Equipment is made available to the Customer and terminates when the Studio and/or Equipment is surrendered or returned to TNT. TNT reserves the right to make an additional hourly labour and studio charge to cover any costs incurred by TNT.

4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking/Contract 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 TNT an additional sum where the Studio or any item of Equipment is found to be damaged or in such a condition so as to preclude use or hire of the said Studio or Equipment.

6; Exclusions of Liability

Subject as herein before mentioned TNT 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: (a) any damage to or loss of property by the Customer or the Customers servants or agents or any

third party. (b) Any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by TNT. (c) 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 TNT or the servants or agents of TNT.

7; Indemnity

The Customer shall at all times keep TNT indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against TNT or the servants or agents of TNT 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 TNT even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of TNT its directors servants or agents save in respect of any death or personal injury caused by the negligence of TNT as aforesaid.

8; Termination

TNT may summarily terminate any hire contract with the Customer upon the happening of any of the following events: (a) if the Customer shall fail to pay any of the monies due to TNT or dishonour any cheque paid to it; or (b) 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 (c) 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 TNT against the Customer prior to the date of termination.

9; Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England.