



Terms & Conditions for the supply of studio hire for
filming, training workshops or rehearsals

Effective from 1st January 2013

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These Terms & Conditions apply to all confirmed bookings and we recommend that you familiarise yourself with them before booking our studio. Should you have any questions please call us on 0207 739 8800

Studio Hire prices are for space rental only. If you need additional lighting equipment, assistants, camera operators or any other additional services please contact us in advance to arrange this and ensure availability. By booking studio and/or equipment hire with us you automatically agree to these terms and conditions.

1. Definitions

In these conditions the following expressions have the following meanings:

“Multichannel TV” - Multichannel TV Ltd. whose registered office is at Unit 5, Beaumont Gate, Shenley Hill, Radlett, WD7 7AR – company registration number 05854654

“the Customer” - any person or firm or company dealing with Multichannel TV or any servant or employee of such a person firm or company.

“Services” shall include all studio facilities and the services of assistants, technicians, operators and other personnel of Multichannel TV or of any sub-contractor of the Company.

“Equipment” - all studio fixtures and other equipment provided by Multichannel TV or by its nominated sub-contractors.

“Studios” - the premises of Multichannel TV for the time being where the services and equipment are provided.

2. General

1. Multichannel TV will insure the Studios and Equipment against all normal insurable risks but not further or otherwise. The Customer must effect its own insurance cover against consequential loss of profit and other Risks and must effect its own cover against loss, damage or theft of any of its own equipment brought onto the studio. Under no circumstances will Multichannel TV entertain any claims arising out of any failure of the Customer to effect its own insurance cover. The Customer must ensure that their Public Liability insurance is operative for all persons in the studio during the hours of use to cover any accident, injury or death.
2. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of Multichannel TV.
3. Full details of the Multichannel TV services and charge rates are set out in the Multichannel TV Hire Pricing Guide which may be varied by Multichannel TV without notice.
4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of Multichannel TV resulting from negligence or otherwise unless permitted by Statute.
5. The Customer is responsible for any breakages, loss or damage occasioned to the Equipment or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or sub-contractor of the Customer.
6. Any discounts offered on Multichannel TV hires are exclusive. They cannot be combined. Except for company-wide or pre-agreed discounts, the higher discount will always be applied. In the case of special offers these must be requested at time of booking, and will not automatically be applied.

3. The Studio

1. The Studio is available for daily use between 0900hrs and 1800hrs. Use outside these hours shall be charged at the published overtime rates unless previously agreed in writing by Multichannel TV.
2. The Studio may be provisionally booked by telephone and the booking should be confirmed and paid for online at www.multichanneltv.com within 24 hours. The Customer will be further required to sign a Studio & Equipment Hire Form which is binding to these Conditions.
3. Studio and Equipment hire bookings must be paid in full at least one day before the day of the shoot, unless otherwise agreed in writing.
4. If the Customer wishes to postpone a confirmed booking this must be done at least 7 days before the hire period starts in order to get a full refund or the following cancellation fees will apply: -
 - Between 7 and 2 days prior to the shoot – 25% cancellation fee
 - One prior to the shoot – 50% cancellation fee
 - On the day of the shoot – 100% cancellation fee (no refund)
5. Bookings may only be extended with the prior consent of Multichannel TV, and published overtime rates will be applicable to hires that run over the booked time. Customers must ensure that set up and take down time takes place within the hours booked.
6. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by Multichannel TV or by any statutory body or Local Authority.
7. The Studio is available for the exclusive use of the Customer named in the booking 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 Multichannel TV.
8. Any materials used in connection with sets constructed by the Customer as well as any rubbish shall be removed from the Studio at the end of the hire period at the expense of the Customer otherwise additional charges will apply.
9. No alterations, decorations or additions to the Studio are permitted without the consent of Multichannel TV. 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 Multichannel TV arising out of any breach of this Condition shall be paid by the Customer.
10. The Studio is supplied clean, with a green 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. Multichannel TV must be notified by the Customer at the start of the hire period if any aspect of the condition or decoration of the Studio or the cove is unacceptable. If no such notification is given the studio, cove and decoration will be determined to be of an acceptable standard for use by the Customer. Special painting requirements should be notified to the Studio Manager at least 5 working days in advance and will incur additional costs.
11. The Customer must ensure that any persons under the age of 18 have parents' or guardians' permission to be at the studio during the period of studio hire.

4. Hire of Services and Equipment

1. All equipment and services are supplied by Multichannel TV entirely at the risk of the Customer. Multichannel TV 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. The Customer must notify Multichannel TV at the time of supply if the condition of any Equipment is not acceptable.
3. In no circumstances shall Multichannel TV be liable for any loss or damage, including consequential loss, 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 Multichannel TV:
 - a. Remove the equipment from the Studio premises; or
 - b. modify or 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 Multichannel TV supplies to the Customer the services of assistants, sub-contractors, freelancers or other persons such persons shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and Multichannel TV shall not be liable for loss or damage of any kind however caused.
6. Multichannel TV 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 Multichannel TV or any other person whose services are supplied to the Customer.
7. The hire period for services or Equipment cannot be extended otherwise than with the consent of Multichannel TV.
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 Multichannel TV for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.
9. Equipment and services may be provisionally booked by telephone and the booking should be confirmed within 24 hours. The Customer will be further required to sign an Equipment Hire Form which is binding to these Conditions. Hire of equipment and services is payable in full on the day of the shoot otherwise agreed in writing.
10. Bookings may only be extended with the prior consent of Multichannel TV, and published overtime rates will be applicable to hires that run over the booked time.

5. Payment and Additional Charges

1. Unless otherwise agreed in writing all transactions will be settled in agreement with Multichannel TV payment terms set out in our terms and conditions before the commencement of the hire period. Authorised account holders must settle accounts within 14 days of the date of invoice. Prices may be varied without notice to the Customer.
2. Any due amount unpaid shall be liable to interest at 8% above the Bank of England base rate.
3. The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and/or Equipment is surrendered or returned to Multichannel TV or the agreed hire period ends whichever is later,

Multichannel TV will charge for additional hire hours at the published hourly rates. Multichannel TV reserves the right to make an additional hourly labour charge to cover any costs incurred by Multichannel TV as the result of failure to comply with these Terms & Conditions.

4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking will 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 Multichannel TV an additional rental where the Studio or any item of Equipment is delivered to or returned to Multichannel TV in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.
6. Where Multichannel TV is required to place a security deposit with any third party for the hire of any item of equipment such deposit shall be paid to Multichannel TV by the Customer when the booking is made.
7. Multichannel TV shall have a general lien on any film, media or other equipment digital or otherwise or property in the possession of Multichannel TV or in the Studio premises for the payment of any monies due to Multichannel TV from the Customer.

6. Exclusions of Liability

Multichannel TV 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 Multichannel TV.
- 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 Multichannel TV or the servants or agents of Multichannel TV.
- d. for any fines and/or legal costs incurred by Multichannel TV or the Customer for any activity connected with the hire of the Studio or Equipment.
- e. any failure on the part of Multichannel TV to comply with its obligations to the Customer due to any circumstances beyond the control of Multichannel TV.

7. Indemnity

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

8. Termination

Multichannel TV 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 Multichannel TV 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;
- 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 Multichannel TV 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, Scotland, Wales and Northern Island.

10. Variation

These Terms and Conditions shall not be varied except by agreement in writing.