

YOUR PARTICULAR ATTENTION IS DRAWN TO THE BELOW STATEMENT IN RELATION TO INCORPORATION OF THE TERMS, AND THE CLAUSES IN BOLD, INCLUDING BUT NOT LIMITED TO CLAUSES 6, 17, 19, 21, 24 TO 29 INCLUSIVE, 36 TO 38 INCLUSIVE, 50 TO 55 INCLUSIVE, 58, 60 AND 61.

Regardless whether the Contract has been signed by the Client, the Client shall be deemed to have accepted these Terms at the earlier of:

1. the expiry of 14 days after FFS has provided the Client with a copy of this Contract (in the absence of notification by the Client to FFS that the Terms are not accepted); and
2. the payment of the Deposit.

DEFINED TERMS

1. In this Contract:
 - the words and expressions defined in this Contract shall have the same meaning whenever repeated and capitalised;
 - references to one gender shall include references to other genders;
 - words in the singular shall include references to the plural and vice versa;
 - a reference to a person includes corporate bodies; and
 - the headings are for convenience only and do not form part of these Terms.

BOOKINGS

2. Where the Client is an individual, he warrants that he is at least 18 years of age at the date of entering into this Contract.
3. Where the Client is more than one individual, the Client will have joint and several liability where applicable, for all aspects of the Contract.
4. Any booking made by the Client shall be deemed to be an offer to FFS to use the Studio and any Provisions for the Event.
5. The Client may at its absolute discretion and without liability whatsoever to the Client, accept or reject any Event booking for any reason.
6. If FFS is unable to accept the booking, for any reason, it shall inform the Client of this in writing and no charges shall be payable by the Client.
7. No contract will be formed between FFS and the Client until such time as FFS provides a copy of this Contract to the Client.
8. The Client warrants that all information provided to FFS as part of a booking is true and accurate.

DEPOSIT, CHARGES & PAYMENT

9. **'Price'** means, subject to the below and any variations in accordance with this Contract, the total sums payable by the Client to FFS in consideration for the holding of the Event at the Studio, which includes the Hire Fee (including the Deposit), any Adjustment Fees, Additional Charges and charges calculated at the Overtime Rate.
10. The Price is exclusive of value added tax and any other applicable taxes, levies, duties or charges which shall or may be payable by the Client to FFS at the rate and manner prescribed by the law and notified by FFS from time to time.
11. The Deposit (if any) must be paid by the Client to FFS upon entering into this Contract.
12. To assist with the financial plans and preparation of the Event, FFS shall, upon formation of the Contract, issue the Client with an invoice for the remaining 50% of the Hire Fee plus any Additional Charges (**'Balancing Payment'**).
13. Payment of the Balancing Payment shall be made by the Client to FFS no later than 6 weeks prior to the Event Date, or such other payment date specified by FFS in the Balancing Payment invoice or otherwise agreed between the parties in writing.
14. No later than 90 days prior to the Event Date, FFS will contact the Client to arrange a final details meeting (**'Meeting'**) to take place no later than 30 days prior to the Event Date to discuss the finer details and logistics of the Event, including but not limited to the number of individuals that are intended to attend the Event (**'Guests'**) and any changes to the Provisions.
15. Following the Meeting, any necessary amendments or additions agreed between the parties shall be confirmed by FFS to the Client in writing and FFS shall issue an invoice for any further payment to be made based on the Client's requirements and any agreed adjustments (**'Adjustment Fee'**).
16. Payment of the Adjustment Fee shall be made by the Client to FFS no later than 30 days prior to the Event Date, or such other payment date specified by FFS in the Adjustment Fee invoice or otherwise agreed between the parties in writing.
17. 14 days prior to the Event Date, FFS will require the Client to confirm the final number of Guests due to attend the Event. **Where the number of Guests has increased from the number confirmed by FFS to the Client in writing following the Meeting in accordance with clause 15, FFS may issue an invoice for any additional Adjustment Fee, payment for which shall, unless otherwise agreed, be made by the Client within 30 days of the date of the invoice.**
18. **FFS cannot guarantee to accept increases to the number of Guests with fewer than 7 days' notice.**
19. **FFS may issue an invoice to the Client in respect of any actions, charges, claims, costs, damages, expenses, losses, proceedings or other liability, loss of**

opportunity, contract or profits which it suffers or incurs ('Losses') which are not covered by the Price and any other element of the Price which is not covered in the payments made in clauses 11 – 17 above.

20. Payment may be made by cash or BACS in accordance with the details specified on FFS's invoice.
21. FFS reserves the right to charge the Client for the late payment of any Price at a rate of 5% above the base rate of the Bank of England from time to time from and including the due date for payment up to the actual date of payment, whether before or after judgment.
22. Where the Client in good faith disputes an invoice, it shall notify FFS promptly and the Client shall not be liable to pay any interest until the dispute is resolved. Upon resolution of the dispute, FFS will charge the Client interest on correctly invoiced sums from the original due date.
23. Refund of (any part of) the Price is made at the discretion of FFS and except in exceptional circumstances will not be returned in the event of late cancellations in accordance with the cancellations policy set out above in the form.
24. Refund payments can only be made to the person(s) making the original payment(s) and shall not for the avoidance of doubt include a return of the Deposit except where expressly provided in the cancellations policy set out above in the form.

CANCELLATIONS AND POSTPONEMENTS

25. FFS reserves the right without liability to the Client to:
 - suspend or terminate the Contract or to offer alternative facilities, at any time and for any reason in case of emergency, periodic maintenance or an event, circumstances or occurrences beyond its control including but not limited to strikes, lock-outs, trade marks or other industrial action by third parties, pandemics or epidemics, Government restrictions, guidance order, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, (whether declared or not) or threat or preparation for war, adverse weather, fire, explosion, storm, flood, earthquake, subsidence or other natural disaster, or failure of utilities, FFS's suppliers, agents or subcontractors, public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport and FFS shall provide the Client with notice of such closure and whether this results in the cancellation of the Contract as soon as reasonably practicable; and
 - **cancel the Contract upon 90 days' written notice for any reason whatsoever.**
26. Cancellations made by the Client shall be made in accordance with the cancellations policy set out in the above form.

27. If the Client wishes to postpone the Event, another Event Date may be requested without the loss of any prepaid Price, provided always that:
 - FFS is permitted to re-quote the cost of the postponed Event at the prevailing rates to the Client; and
 - the new Event Date is agreed between the parties no less than 12 months prior to the original Event Date, subject to availability.
26. Unless agreed in writing by FFS, only one postponement from the original Event Date will be allowed.
27. For postponements taking place within 4 months of the Event Date, the cancellations policy shall apply at FFS's absolute discretion.

SPECIAL REQUIREMENTS

30. Prior to entering into the Contract, the Client must notify FFS of any special requirements that it has. FFS may at its absolute discretion refuse any special requirements notified to it by the Client; however, those which FFS is willing to accept are set out as Special Requirements within the above form with any special conditions relating to those Special Requirements set out therein.
31. Where such Special Requirements impose an obligation upon FFS, FFS shall use its reasonable endeavours to ensure that the Special Requirements of the Client are satisfied but makes no warranties or representations that this will be the case or that the subjective expectations of the Client or any Guests will be met.
32. Where the Client becomes aware of any further special requirements that it may have or wishes to make any other change to the Event other than a change to the Event Date, it shall contact FFS in writing. FFS shall inform the Client in writing whether the change is possible, confirm any variations in the Price and anything else which would be necessary as a result of the requested change, and invite the Client to confirm the change. The change will not be effective until the Client confirms in writing the change and any variations in the Price.

THE EVENT

33. In consideration for the payment by the Client of the Price, FFS agrees to grant to the Client the exclusive use of the Studio and any Provisions from FFS specified on these Terms for the duration of the Event Time for the sole purpose of the Event.
34. The Client warrants that it shall only use the Studio and any Provisions for the Event and where this is being used for a wedding ceremony that the following maximum number of personnel may not be exceeded in the following rooms: 60 in the Loft, 120 in Studio 1 and 60 in Studio 2.
35. The Client may access the Studio:
 - on the Prep Day and during the Event Access Time for the purposes of setting up for and taking down the Event; and

- on the De Rig day for taking down the Event.
- 36. Should the number of Guests vary significantly during the course of the Event Time, FFS reserves the right to relocate the Event to a more appropriately sized area of FFS's Premises (subject to availability and such additional applicable charges notified by FFS to the Client).**
- 37. The maximum number of Guests to be admitted to the Studio is not to exceed such number as may be notified to the Client by FFS from time to time and during the Event Time the Client must keep a note of the number and identity of persons admitted and show the same on demand to FFS upon request. **FFS reserves the right at any stage during the Event Time to limit the number of Guests within the Studio or evict some or all at its absolute discretion.**
- 38. Where the Client and any Guests have not left the Studio at the end of the Event Time, the Client agrees to pay the further charges at the Overtime Rate in accordance with the overtime policy in the form above.**

CLIENT'S RESPONSIBILITIES

- 39. The Client shall procure that all Guests and sub-contractors attending or providing for the Event shall:
 - use the Studio and any Provisions in accordance with this Contract;
 - not act in an improper or disorderly way in any part of the Studio or FFS's Premises;
 - leave promptly at the appropriate time;
 - comply with all policies and procedures of FFS in force and notified the Client from time to time;
 - follow all instructions given by FFS from time to time in connection with the use of the Studio including but not limited to any policies and procedures implemented by FFS from time to time;
 - comply with all other reasonable requests by FFS's employees agents and sub-contractors; and
 - not do anything or permit to be done, any act or thing which may have an adverse effect on FFS's (or any third party's) right, title or interest in the Studio and any Provisions.
- 40. The Client shall ensure that:
 - no part of the Studio or any Provisions is used for any unlawful, unlicensed or unauthorised purpose or in any unlawful way. The Client shall not do or permit any act, matter or thing which would or might impair in whole or in part any insurance effected in respect of the Studio and any Provisions;
 - no bolts, nails, tacks, screws, bits, pins or other like objects are driven into any part of the Studio nor any adhesive substance attached to it without the consent of FFS;

- no placards or other articles are fixed to any part of the Studio without the consent of FFS;
 - all fire exits are kept clear at all times, and appropriate temporary signs used where necessary;
 - no obstruction is placed or allowed to remain in any corridor giving access to or egress from the Studio; and
 - no cotton wool or highly inflammable material is used for decoration or other purposes.
41. The Client must at all times keep FFS fully informed of all goings on at the Studio during the Event Time and immediately inform it of:
- any requirements that it may have;
 - any damage to the Studio and/or any Provisions;
 - injury to any individual at the Studio no matter how innocuous; and
 - any other instance of which FFS may reasonably wish to be aware and anything which FFS requests to be informed about.
42. No fixed lighting, heating, power or other electrical fittings or appliances in the Studio are to be altered, moved or in any way interfered with.

HEALTH AND SAFETY

43. FFS operates a strict 'No Smoking Policy' at the Studio and in its immediate vicinity at all times.
43. No fireworks are permitted to be used inside or outside the Studio.
44. With the exception of assistance dogs, no animals are permitted in the Studio unless otherwise agreed by FFS in writing in advance.
45. The maximum number of persons to be admitted to the Studio is not to exceed 60 for the Loft, 60 for the Bar, 200 for Studios 1 and 2 combined and a total of 240 on the Premises at which the Studio is located at any one time or such other number as may be notified to the Client by FFS from time to time and during the Event Time the Client must keep a note of the number and identity of persons admitted and show the same on demand to FFS upon request. FFS reserves the right at any stage during the Event Time to limit the number of persons within the Studio or evict some or all at its absolute discretion.
46. All electrical contractors used by the Client must be fully qualified and registered in line with all legislative and regulatory requirements from time to time.
47. FFS takes safeguarding very seriously and requires that the Client must ensure that at all times during the Event Times there must be present at the Studio 1 adult for every:
- 10 children between the ages of 13 and 18 years (inclusive);
 - 8 children between the ages of 9 and 12 years (inclusive);
 - 6 children between the ages of 4 and 8 years (inclusive);

- 4 children between the ages of 2 and 3 years (inclusive); and
- 3 children below the age of 2 years.

FOOD, ALCOHOL AND ENTERTAINMENT

49. FFS has a duty of care as outlined in the Licensing Act 2003 to serve alcoholic beverages to all Guests in a responsible and professional manner and in any event strictly within the Licensed Hours. FFS is here to assist all guests in their decision to drink in moderation and, where required and appropriate, cease the service of alcohol to minimise any harm or possible compromising situation for the Guest and other visitors to the Premises.
50. Alcohol may not be brought into the Studio or any other part of FFS's Premises by the Client, any Delegates or sub-contractors without the express written consent of FFS and in which case the corkage charge specified shall apply shall for the avoidance of doubt not include the provision of staff or refrigeration. FFS will confiscate any such alcohol found, and at its discretion issue an invoice to the Client for corkage charges for any such alcohol consumed without consent. This corkage charge shall be in the absolute determination of FFS.
51. Food may not be brought into the Studio or any other part of FFS's Premises by the Client, any Guests or sub-contractors without the express written consent of FFS. In the event that FFS is required to provide Catering as specified, the Client must notify it of any and all dietary requirements.
52. The Client agrees not to enter into any contract for music or other form of entertainment or other services in connection with the Event without prior written consent of FFS, such permission not to be unreasonably withheld.
53. Please note that the Premises is subject to strict restrictions on the level of noise which it may produce and where We reasonably determine that You may be exceeding this, We reserve the right to turn the noise down or off.
54. Any entertainment, equipment, decorations, furniture or other items provided for the Event by the Client, including but not limited to discotheques, bands, singers, speakers, musical entertainers and associated speakers and equipment shall be brought onto the Premises and erected at the Client's risk and any associated suppliers shall provide their own relevant insurance. The Client shall provide to FFS a copy of any such insurance schedule for each contractor no later than 14 days prior to the Event Date and failure to do so shall permit FFS to obtain necessary insurance at the Client's cost.

TERMINATION

55. FFS may at its absolute discretion and without any liability to the Client in any way give notice in writing to the Client terminating (or suspending) the Contract immediately if:

- the Client fails to pay any amount due under the Contract on the due date for payment; or
 - the Client commits a breach of any material term of the Contract (other than failure to pay any amounts due under this Contract) and (if such breach is remediable) fails to remedy that breach within such period afforded to the Client by FFS; or
 - the Client repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
 - the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or make a proposal for or enter into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or solvent reconstruction; or
 - the Client is the subject of a bankruptcy petition or order; or
 - any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which the Client is subject that has an effect equivalent or similar to any of the events mentioned in this clause; or
 - the Client dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or become a patient under any mental health legislation; or
 - the Client purport to assign its rights or obligations under the Contract (except where otherwise permitted).
56. Termination of this Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

INSURANCE, DAMAGES AND LIABILITY

57. Nothing in this Contract shall limit or exclude FFS's liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any matter for which it would be unlawful for FFS to exclude or limit liability for.
- 57. FFS accepts no responsibility for items of any kind lost or damaged whilst at the Studio or on the Premises at which the Studio is located (which for the avoidance of doubt shall include any FFS car park) and requests that the Client, its Guests and any sub-contractors take all precautions to safeguard against such loss.**

58. For the protection of the Client, Guests and FFS, FFS may require the Client to take out and maintain such policies and levels of insurance as it so determines and notifies to the Client from time to time. Upon receipt of notification from FFS by the Client, the Client must provide FFS with evidence of its compliance with this clause within 14 days. FFS may require the Client to notify its insurance provider that it is to be named as an additional beneficiary on such policy of insurance. The Client must not for such period as such policies of insurance are in force, do anything which may reasonably be likely to contravene their terms or prejudice the ability to make a claim under them.
- 59. The Client shall be liable for any damage to the Studio or any other part of FFS's Premises (which for the avoidance of doubt shall include any FFS car park) or Provisions whether through their own actions or any Guests or sub-contractors and agrees to indemnify FFS from all costs associated with the loss, repair or replacement of FFS's Premises or Provisions.**
- 60. All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.**
61. Affixing anything to any surface or area of FFS's property by whatever means by the Client, any Guests or any sub-contractor may only be done with the express written consent of FFS. The Client agrees to accept and pay any charges made by FFS for making good any damage resulting from such permission.
62. Heavy equipment is not permitted within the Premises without the express written permission of FFS. The Client agrees to accept and pay any charges made by FFS for making good any damage resulting from such permission.
- 63. Subject to clause 65 below, FFS's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with this Contract shall be limited to the total Price paid by the Client under the Contract.**
64. Any breach of the terms of this Contract may prejudice the Client's ability to make further bookings in future and result in FFS issuing an additional invoice as set out above.

NOTICES

66. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (including email) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or to the contact email address provided by the relevant party.
67. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day

delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service; or if sent by email, immediately following receipt of a valid delivery receipt or where the sender is able to demonstrate evidence that it has been sent.

68. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

BREXIT

69. If any of the following events occur as a direct result of the United Kingdom leaving the European Union:

- an adverse impact on a party's ability to perform the Contract in accordance with these Terms and/or the law;
- an increase in the costs incurred by a party in performing the Contract of at least 5% since the date of the Contract;
- for FFS, the price of the Event under this Contract is at least 10% lower than the market value for similar services;
- for the Client, the price of the Event under this Contract exceeds the market value for similar services by at least 15%; or
- any other change to the business or economic environment in which FFS operates which is not caused by 69(a) to 69(c) above which has or is likely to have an adverse impact on FFS, (each of these a Brexit Trigger Event).

69.

the impacted party may require the other party to negotiate in good faith an amendment to this Contract to alleviate the Brexit Trigger Event, and if no such amendment is made to this Contract within 30 days, the impacted party may terminate this Contract by giving the other party not less than 30 days written notice. On termination under this clause, clauses 54 and 55 shall apply.

MISCELLANEOUS

70. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
70. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

71. Save as otherwise provided for in this Contract, no amendment or variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
72. FFS may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Contract. The Client shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of FFS.
73. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
74. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
75. Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
76. Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party and each party confirms it is acting on its own behalf and not for the benefit of any other person.
77. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).