



TERMS AND CONDITIONS

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 501 8700

Studio Hire prices are for space rental only. If you need additional equipment, and/or crew, 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:

“Greenwich Studios” - Zigcam Film & Television Ltd. whose registered office is at Grugeon Reynolds, 44 Masons Hill, BR2 9JG – company registration number: 11090002

“the Customer” - any person or firm or company dealing with Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. or of any sub-contractor of the Company.

“Equipment” - all studio fixtures and other equipment provided by Zigcam Film & Television Ltd. or by its nominated sub-contractors.

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

2. General

1. Zigcam Film & Television Ltd, will insure the Studios 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, or hired through Zigcam Film & Television Ltd. whether this be property of Zigcam Film & Television Ltd. or sub-hired. Under no circumstances will Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd.

3. Full details of the Zigcam Film & Television Ltd. services and charge rates are set out in the 'Rates, Kit and Crew' webpage which may be varied by Zigcam Film & Television Ltd. without notice.

4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of Zigcam Film & Television Ltd. 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.

3. The Studio

1. The Studio is available for weekday use between 0800hrs and 1800hrs. Use outside these hours and/or days (including bank holidays) shall be charged at the published overtime rates unless previously agreed in writing by Zigcam Film & Television Ltd. Please note that the booked time is the access time. If the hirer wishes to gain access to the studio earlier, then the studio must be booked earlier as well. This must be requested at the time of booking and an early access fee may apply. Likewise, it is the time the hirer's crew leave the studio (not wrap time) that is applicable when calculating any overtime charges.

2. The Studio may be provisionally booked by email ('pencilled'), however this 'pencil' is only valid up to 3 days prior to the date of the shoot, unless otherwise agreed in writing by Zigcam Film & Television Ltd. By which time the client must confirm or release the 'pencil' and payment made against a Proforma invoice. All bookings must be paid for in advance unless otherwise agreed in writing.

3. Equipment hire bookings must be paid in full no later than seven days post shoot, unless otherwise agreed in writing.

4. If the Customer wishes to postpone or cancel 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 seven and three days prior to the shoot – 50% cancellation fee
- One to two days prior to, or on the day of the shoot – 100% cancellation fee (no refund)

5. Bookings may only be extended with the prior consent of Zigcam Film & Television Ltd., and published overtime rates will be applicable to hires that run over the booked time. Customers must ensure that set up and de-rig 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 Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd.

8. Any materials used in connection with sets constructed by the Customer as well as any rubbish therefrom, shall be removed from the Studio at the end of the hire period at the expense of the Customer otherwise additional charges may apply.

9. No alterations, decorations or additions to the Studio are permitted without the consent of Zigcam Film & Television Ltd.. 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 Zigcam Film & Television Ltd. arising out of any breach of this Condition shall be paid by the Customer.

10. The Studio is supplied clean, with a colour-painted cove if requested, at the start of the hire period and all the costs of repairing, and maintaining this state are payable by the Customer. Zigcam Film & Television Ltd. 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 will be determined to be of an acceptable standard for use by the Customer. Any special painting or decoration requirements should be notified to Zigcam Film & Television Ltd. 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.

12. Any spillages of liquid must be cleaned immediately and Zigcam Film & Television Ltd. informed if there is risk of staining. A £50 carpet cleaning charge will be levied for any spills that require further professional cleaning.

13. In the event of any paint or corrosive liquids brought into the studio, it is the responsibility of the hirer to protect the floor with coverings at all times. Any damage or cleaning resulting from their use, will be the responsibility of the hirer and a reasonable cleaning or repair charge levied in the event of damage.

14. Overtime should be booked in advance of the day of the shoot. This is known as planned overtime and is charged at 10% of the daily rate per hour. At the end of the booked studio time, 45 minutes will be given to all hirers at the standard overtime rate of 10% ('normal time') of the daily rate per hour. After 45 minutes over the booked time, the overtime rate will rise to the unplanned rate of 15% ('time and a half') of the daily rate per hour, unless otherwise agreed in writing by Zigcam Film & Television Ltd.

4. Hire of Services and Equipment

1. All equipment and services are supplied by Zigcam Film & Television Ltd. entirely at the risk of the Customer. Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. at the time of supply if the condition of any Equipment is not acceptable.

3. In no circumstances shall Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd.:

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, Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. shall not be liable for loss or damage of any kind however caused.

6. Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. or any other person whose services are supplied to the Customer.

7. The hire period for services or Equipment cannot be extended without the consent of Zigcam Film & Television Ltd.

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 Zigcam Film & Television Ltd. 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 email and the booking should be confirmed by email within 24 hours. Hire of equipment and services is payable within 7 days of the shoot date unless otherwise agreed in writing.

10. Bookings may only be extended with the prior consent of Zigcam Film & Television Ltd., 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 Zigcam Film & Television Ltd. before the commencement of the hire period. Prices may be varied without notice to the Customer.
2. Any due amount unpaid shall be liable to interest at 3% 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 Zigcam Film & Television Ltd. or the agreed hire period ends whichever is later.
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 Zigcam Film & Television Ltd. an additional rental where the Studio or any item of Equipment is delivered to or returned to Zigcam Film & Television Ltd. in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.
6. Where Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. by the Customer when the booking is made.

6. Exclusions of Liability

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

7. Indemnity

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

8. Termination

Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. 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 Zigcam Film & Television Ltd. 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.

Additional Items:

Props are left at the clients own risk - Zigcam Film & Television Ltd. will not be held responsible for props left at Greenwich Studios by clients.

Call sheets and prop lists must be sent to Zigcam Film & Television Ltd. in good time prior to shooting. This is for your security and should props be stored overnight to ensure all props are accounted for.