

FROME

film & photography

STUDIOS



<http://www.fromestudios.co.uk/>

@FromeFilmAndPhotographyStudio

fromestudios@gmx.com

TERMS AND CONDITIONS

Frome Studios provides location services: these services are offered to you conditional upon your acceptance of our Terms and Conditions of Business. Your use of a Frome Studios Location, Services or the website at <http://www.fromestudios.co.uk/> constitutes your acceptance of all these Terms and Conditions. If you do not agree to be legally bound by these terms, please do not use our web site nor our services. Our Terms of Business may change at any time; you are advised to check each time you use our services, as you will be bound by the Terms and Charges applicable at the time.

Definitions

"Agent": Frome Studios, i.e. the appointed agent of the Property owner, or any of its associated, affiliated or subsidiary companies or sub licencees;

"Library": Images of Locations of the Agent, e.g. [fromestudios.co.uk](http://www.fromestudios.co.uk)

"Property": the premises or land which is made available for hire;

"Hirer": any company, individual or third party utilising any of the services provided by the Agency;

"Owner": the individual, company or legal entity which owns, controls or represents the Property;

"Charges" the commission which may be chargeable by the Agent to the Hirer and/or Owner;

"Recce": a "reconnaissance" visit to the Property by the Hirer or his/her representatives;

"Shoot": the use of a Property by the Hirer, whether for the purposes of filming, photography, or any other kind of event.

Licence

Images downloaded from the the Frome Studios web site and/or any other material supplied to the Hirer by the Agent may be used for reference only, and may be printed for private, non-commercial use only. No user of the services may copy, reproduce, publish, or transmit any section of the Library or any other supplied materials in any way, without the Agent's prior express permission. No user may edit or alter or crop any of the images supplied, or downloaded from the Library. All images and information supplied are copyright Frome Studios, unless otherwise indicated. All users must agree to use any supplied material only for lawful purposes.

Charges

There is no charge for using the Agent's web site(s), nor for organising a Recce, The location hire fee is separate, and subject to negotiation. All charges must be paid in full prior to hire or on the day depending on the individual locations terms. . Prep and strike days are normally charged at 50% of the agreed Shoot fees. Overtime payments (if applicable) will be invoiced after the Shoot, must be paid by the invoice date. Outstanding sums due to the Agency and/or Owner will carry interest in accordance with UK Late Payment of Debts legislation.

Cancellations

After confirmation, Bookings cancelled more than 48 hours before the start of the period of use will be charged at 50% of the location fee. If the cancellation is less than 48 hours before the start of the period of use then the full fee is payable.

Warranty

Although every effort has been taken to ensure the images and particulars presented are up-to-date, no warranty is given or implied that any Property is available or suitable for the Hiring. The display or provision of images and/or particulars do not constitute any part of an offer or contract and are for guidance purposes only. None of the descriptions in the Library nor those provided by any employee or representative of the Agency may be relied upon as statements of fact.

"Recces"

The Agent cannot insist, but highly recommends that a Recce take place so that the Hirer can establish for themselves the availability and/or suitability of the Property. It is the responsibility of the Hirer to ascertain the status of the Property and its suitability, and to ensure that all necessary permissions are in place prior to the commencement of the Shoot. Neither the Agent nor the Owner can accept responsibility for loss, damage or inconvenience that may occur when a Recce did not take place. At the time of any such Recce, the Hirer assumes full legal responsibility for equipment and/or personnel that enter the Property.

Public Liability

All location hire is subject to contract, and the Owner reserves the absolute right to refuse the booking without giving a reason. The Hirer must exhibit on demand proof of Public Liability Insurance prior to entering the Premises for the purposes of the Shoot. If as an individual photographer or videographer you do not have public liability insurance you must declare this at the time of hire. Hire of one of Frome Studio Locations automatically makes you personally liable for any damages to property or persons during the time of the hire. The Location will have full legal rights as part of you hire to enforce any claim to recover loss or damages.

Disclosure

Where details are given for a particular location, whether used or not, any subsequent use of that location by the Hirer, the location manager, production company or its principals will be charged at normal library rates and will be subject to these same Terms and Conditions. The cancellation of the booking followed at any time by the subsequent use of the Property will be subject to the usual booking fees. The booking fees apply to one usage of the Property: subsequent usage will be subject to additional booking fees.

Confidentiality

All location contact details and information released by the Agent to the Hirer are confidential and shall be used for the purposes of the production only and may not be released to any third party under any circumstances unless necessary for the purposes of the production. "Recce photographs" taken by a Hirer, or their representative, who visits a supplied location are for reference use only, and for the sole use of the production for which they are taken. Such recce photographs and/or any other reference material, including contact details, must not subsequently be used for financial or personal gain.

Liability

The Agency cannot insist, but highly recommends that a qualified Location Manager be employed by the Hirer to oversee the Shoot, to organise access, parking, permissions and responsible care of the Property. Responsibility for the notification of relevant authorities, and the notification of neighbours, entirely rests with the Hirer. The Agent will not be liable for any loss or damage suffered as a result of the Hire. The total extent of any liability shall in any event not exceed the total of the Charges and/or Commission if applicable. The Agent or the Owner will be not be responsible for any damage to equipment, digital data or personal effects owned by the Hirer or injury to any member of the Hirer, it's team or associates whilst on the premises or during travel to or from the property.

Bookings

This is an important notice regarding your privacy and the way in which Frome Studios (referred to as 'we', 'our' or 'us' in this policy) collects and makes use of your personal data. We want to be open and transparent with you, and therefore encourage you to contact us if you have any questions about this policy or the ways in which we use your personal data.

This policy applies to our applicants, business contacts and customers generally. We take our privacy responsibilities seriously and are committed to protecting and respecting your privacy.

This policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of applicable privacy legislation, the data controller is Frome Studios of The Welsh Mill, Park Hill Dr, Frome BA11 2LE

1. What information do we hold about you?

We may collect, store and use personal data about you (referred to throughout this privacy policy as personal information):

Individual customers

Personal contact details such as your name, address, telephone number and e-mail address.

If you use a personal card to pay for our services, payment information such as credit/debit card number, expiration date, security code and name as it appears on the card and address the card is registered to.

Generally

Any personal information you provide to us during your interactions with us.

Any personal information about you provided to us during our interactions with you or your employer or a third party.

Where you or someone else provides us with access to an e-mail, any personal data contained in that e-mail. We want to assure you that unless you provide us with access to your e-mail, we cannot see the content.

Information provided to us by third party service providers we work with, for example, payment service or analytics providers. - cont:

TERMS AND CONDITIONS Continued:

Any personal information you provide to us via our website, for example, by using the 'Contact us' page on our website.

Information gathered by cookies used on our website. Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse and also allows us to improve the way our website works. For detailed information on the cookies we use and the purposes for which we use them, please refer to our Cookie Policy.

2. How will we use your personal information and what is the legal ground we rely on for doing so?

Your contact details - to perform our contract with you or to take steps to enter into a contract with you or in pursuit of our legitimate interests (to facilitate business between you, your organisation or a third party and us).

Dealing with your enquiry made via our website - in pursuit of our legitimate interests to ensure your enquiry is dealt with promptly and efficiently.

Your contact details to provide you with further information on our products and services. This may include technical information - to perform the contract with you or to take steps to enter into a contract with you. This may also include marketing information - where you have provided us with your consent for us to do so.

To provide you with our services - to perform our contract with you or to take steps to enter into a contract with you or in pursuit of our legitimate interests (to facilitate business between you, your organisation or a third party and us).

Generally

To ensure our premises are kept secure - in pursuit of our legitimate interests (site security and evidence).

Health and safety purposes - to comply with a legal obligation.

To provide our e-mail signature services to you, your organisation or a third party - to perform our contract with you or to take steps to enter into a contract with you or in pursuit of our legitimate interests (to facilitate business between you, your organisation or a third party and us).

To administer our website and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes - in pursuit of our legitimate interests (to better understand how people interact with our website and solve any issues it may have).

To improve our website to ensure that content is presented in the most effective manner for you and your computer - in pursuit of our legitimate interests (to improve our content and your or other third parties - experience of our services).

To improve our services or solve technical issues - in pursuit of our legitimate interests (to improve our content and your or other third parties - experience of our services).

To transfer to third party service providers - in pursuit of our legitimate interests (in outsourcing for effectiveness and efficiency).

To contact you if we wish to use your information for a purpose not set out in this policy - to comply with a legal obligation.

3. What happens if there is a change of purpose?

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

4. Which type of third parties might we share your personal information with?

We require third parties to respect the security of your personal information and to treat it in accordance with the law. For example, where we instruct third party service providers, we carry out due diligence on those providers to ensure they treat your personal information as seriously as we do.

We may share your personal information with the following types of third parties:

Professional advisers such as lawyers, accountants and business analysts.

Providers who assist us in our disaster recovery procedures, for example, back up data centres.

Providers which help us collate and organise information effectively and securely.

Providers which help us with delivery solutions.

Third party software hosting companies which provide us with software solutions such as our customer relationship management system.

Providers which host our servers in their data centres (these are all within the UK).

Providers assisting us with payment and fraud prevention solutions.

5. Data retention

How long will you use my personal information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for.

We assess the appropriate retention period for different information based on the size, volume, nature, and sensitivity of that information, the potential risk of harm to you from unauthorised use or disclosure of that information, the purposes for which we are using that information, applicable legal requirements for holding that information, and whether we can achieve those purpose(s) through other means.

Employees of our clients and suppliers

Where we have collected your personal information during the course of your and our organisations doing business, we will keep your personal information for as long as this business continues, or for as long as we have a commercial interest in holding your personal information, for example, with a view to doing business in the future.

Where you have provided us with your personal information in connection with requesting a report through our website, we will keep this information for 6 years.

Where you have provided us with your bank account details in connection with paying us for our services to you, we will keep this information for 1 year.

Where you use our website and one of our cookies are activated, that cookie will operate for the duration set out in our Cookie Policy.

Individual customers

Where we have collected your personal information during the course of you and us doing business, we will keep your personal information for as long as this business continues, or for as long as we have a commercial interest in holding your personal information, for example, with a view to doing business in the future.

If you have consented to receiving marketing information, we will keep your personal information for as long as we still have your consent.

Where you have provided us with your bank account details in connection with paying us for our services to you, we will keep this information for 1 year.

Where you have provided us with your personal information in connection with requesting a report through our website, we will keep this information for 6 years.

Where you use our website and one of our cookies are activated, that cookie will operate for the duration set out in our Cookie Policy.

Generally

Any data collected through our visitor sign-in system is stored for 30 days.

Where we have collected your personal information during the course of you and us doing business, we will keep your personal information for as long as this business continues, or for as long as we have a commercial interest in holding your personal information, for example, with a view to doing business in the future.

6. Where we store your personal information

Electronic versions of your personal information are stored on our servers within the UK.

Where we use third party service providers to assist us, your personal information may also be stored in accordance with their practices and procedures. We require third parties to respect your personal information and to treat it in accordance with the law.

7. Rights of access, correction, erasure and restriction

Your rights in connection with your personal information

Under certain circumstances, by law you have the right to:

Request access to your personal information (commonly known as a 'data subject access request'). This enables you to receive a copy of your personal information and to check we are lawfully processing it.

Request correction of your personal information. This enables you to have any incomplete or inaccurate personal information corrected.

Request the erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to stop processing personal information where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground.

Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of your personal information where we are relying on a legitimate interest and there is something about your particular situation which makes you want to object to processing on this ground.

Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of your personal information, for example, if you want us to establish its accuracy or the reason for processing it.

Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal information, or request that we transfer a copy of your personal information to another party, please send an email to fromefilmandphotographystudios@gmx.com. We will do our utmost to respond to your request without delay or within 30 days maximum as stipulated under the terms of Article 12. We will be obligated to confirm your identity before any Data Subject Access request is completed.

8. No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

9. What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is a security measure to ensure that personal information is not disclosed to another person who has no right to receive it.

10. Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collecting, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us in writing.

Where we are providing you with marketing information, you can also change your marketing preferences by using the unsubscribe button at the bottom of our marketing e-mails to you.

Once we have received notification that you have withdrawn your consent, we will no longer process your personal information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so.

11. What happens if you fail to provide personal information?

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as providing you with our products or services), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of visitors to our offices).

12. Changes to this privacy policy

We may change, modify, add or remove portions of this privacy policy at any time, and any changes will become effective immediately.

Any changes we make to our privacy policy will be posted on this page and, where appropriate, notified to you.

TERMS AND CONDITIONS Equipment Hire:

DEFINITIONS

In these terms and conditions

“Company” means Frome Studios

“Hirer” means the individual, person, business, or firm dealing with the Company.

“Equipment” means the Equipment described in the Order confirmation emails as well as the packaging and any other Equipment or accessories included within the packaging (and any replacement parts or Equipment supplied).

“Order” means the Hirer’s Order for the hire of Equipment, and accepted by the Hirer (as the case may be).

“Hire Period” means the period starting at the time of delivery of the Equipment to the Hirer or collection of the Equipment by the Hirer and ending at the time of the return delivery or collection of the Equipment.

TITLE

The Equipment and accessories on hire shall remain the absolute property of the Company and the Hirer has no right, title, or interest in the Equipment, except that it is hired to the Hirer for an agreed period, with the Hirer accepting responsibility for the safekeeping of the Equipment whilst in their possession.

The Hirer shall not assign, transfer or otherwise part with possession of the Equipment during the period of hire without prior written consent of the Company. The Hirer will permit the Company at all reasonable times to inspect the Equipment including procuring access to any premises where the goods are located.

Any intention to take the Equipment outside of United Kingdom must be notified in writing to the Company prior to commencement of the hire and proof of return documentation provided. The Company reserves the right to decline hire for any overseas use.

BOOKING

Making an enquiry either by telephone, email or in person, does not constitute a booking. An Order is deemed to have been placed when you receive an Order confirmation email and at such time becomes binding subject to the cancellation policy.

Orders are subject to a minimum hire charge, for first time hirers this is £60 (Ex VAT) for all subsequent hires there is a £30 (Ex VAT) minimum Order charge.

By placing an order, you confirm that you are over 18 years old and have read and understood these terms and conditions and agree to be bound by them and to comply with all applicable laws, rules, and regulations.

The Company reserves the right to refuse the acceptance of any Order without assigning any reason for such refusal.

EQUIPMENT

Whilst the Company shall make every effort to assist the Hirer with technical knowhow and experience and shall provide general advice and service, the Company shall not guarantee the Hirer will achieve the intended result by the use of hired Equipment and other facilities.

It shall be the responsibility of the Hirer to ensure the Equipment is fully suitable in all respects (including type and function) for the purpose for which it is hired. In no circumstances shall the Company be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or inability to use the Equipment.

The Company will not be liable in respect of any loss or damage caused by or resulting from any variation for whatever reason in the manufacturer’s specifications or technical data and will not be responsible for any loss or damage resulting from curtailment or cessation of supply following such variation.

The Company recommends at all times the Hirer uses memory cards tested and supplied by the Company where provided.

The Hirer shall not remove any labels from and/or interfere with the Equipment or make any permanent modifications to it.

The Hirer must not repair or attempt to repair or request a third party to repair or attempt to repair the Equipment or carry out firmware updates without the prior written permission of the Company.

PURPOSE

The Hirer shall ensure all hired Equipment is used only for the purposes for which it is designed and operated in a proper manner. The Hirer shall, and shall ensure its personnel shall, at all times comply with all health and safety policies and other regulations governing any use of the Equipment or the Hirer’s activities

It is a condition of hire the Hirer declares the purpose of hiring the Equipment and where it will be used. The Company reserves the right to decline a request to hire if it is not satisfied with the declared purpose of the hire. It is therefore more likely for the Hirer to be able to hire if as much detail as possible regarding the Equipment’s use is provided.

The Hirer shall take adequate and proper measures to protect the Equipment from theft, damage, and other risks and will not expose the Equipment to the elements (in particular to salt water and spray, sand, and grit) and will keep the Equipment protected in all respects at all times.

The Hirer shall not permit the Equipment to be used on any abnormal or hazardous assignment, taken out of the United Kingdom, or taken from the ground other than on a regular scheduled flight by an airline recognised by I.A.T.A. Without the prior written consent of the Company

DELIVERY

The Equipment shall be delivered and collected at such a time and place as shall be mutually agreed between the Company and the Hirer and as specified on the Order Confirmation. Responsibility for the Equipment shall pass to the Hirer immediately at the time of delivery.

The Hirer shall accept delivery of the Equipment on the day the Courier first attempts to deliver. Where the Courier has attempted to deliver Equipment, but the Hirer has not been present to accept the delivery, the hire period shall remain as shown on the Order Confirmation.

The Company shall not be liable in respect of any consignment delivered to the delivery address where any person misrepresents their authority to receive the consignment on the Hirer’s behalf, or where the Courier is delivering it in accordance with instructions from or purporting to be from the Hirer.

The Company shall use reasonable endeavours to comply with any time schedules but shall not be liable in any circumstances to the Hirer for any liability claim or proceeding in respect of any loss or damage arising whether by reason of negligence or otherwise including without limitation non delivery of Equipment by a specific time or date or within a specified time from receipt of Order.

Where possible the Company shall dispatch all Orders to arrive on the agreed date. In the event of Courier misrouting or error, the Company shall make reasonable endeavours to send an identical or similar item as a replacement, at the Company’s cost, for delivery by midday on the next working day or at the earliest opportunity afforded by the Courier if such midday delivery is not possible.

Upon receipt the Equipment shall be examined and checked by the Hirer before being taken into use and if found to be defective or deficient will be replaced or defects or deficiencies remedied by the Company without additional charge. The Hirer will be held liable for any missing Equipment, defects or deficiencies in the Equipment not noted on the condition report or checklist, unless the Hirer has notified the Company in writing before 4pm on the day of delivery or collection by the Hirer from a Click and Collect location.

The Company shall use best endeavours to send all the required Equipment in one consignment. Should any Equipment be unavailable for dispatch and the Hirer consents to a rescheduled delivery of part of the Equipment, the Company will pay any additional Courier costs incurred. The Company’s liability shall only extend to delivery of any replacement at an address in the United Kingdom.

RETURNING EQUIPMENT

Equipment must be made available for collection at the address agreed with the Company by the Courier on the day of pickup. Collections are between 8am – 6pm. The Hirer shall remain fully responsible for the Equipment until it is handed to the Courier.

The Hirer must return the Equipment as delivered using the appropriate packaging securely sealed. The Hirer shall be liable to the Company for any loss of or damage to the Equipment in transit resulting from failure to repackage as per these instructions.

If the Equipment is not available for collection, the Hirer will be charged a failed collection fee of £25 +VAT and will be charged for the extension of hire. In the event Equipment is not returned within 24 hours of the collection date and not withstanding Courier delays, the Hirer will be charged a fee equal to a full day’s commercial rental for each day the Equipment remains unreturned.

Where the Equipment is not returned to the Company immediately following the end of the Hire Period and the Hirer has failed to either contact the Company and explain the circumstances or negotiate an extension to the agreed Hire Period (and The Company has provided written confirmation of said extension). The Company will investigate and may inform the Police and report the Equipment as stolen and, will take steps to recover the Equipment. All monies owed will become immediately due and taken automatically from the Deposit or invoiced.

DROP BACK

If the Hirer is dropping back to a Click and Collect point, they must do so before 11am. If the Equipment is not returned before 11am and misses the Courier collection, the Hirer will be charged a failed collection fee of £25 +VAT and will be charged for the extension of hire. In the event Equipment is not returned within 24 hours of the collection date and not withstanding Courier delays, the Hirer will be charged a fee equal to a full day’s commercial rental for each day the Equipment remains unreturned.

The Hirer shall remain fully responsible for the Equipment until it is signed for by a member of staff at the agreed click and collect location.

LOSS OR DAMAGE TO EQUIPMENT

The Hirer shall be responsible for the safe keeping of the Equipment throughout the hire period and shall be liable to The Company for all loss of or damage to the Equipment howsoever caused.

The Equipment should be returned in the same condition as it was at the start of the hire period, fair wear and tear excepted (see website for details), provided that if the Equipment is lost, damaged, or destroyed the Hirer shall pay the Company an extra hire charge until such time as the Equipment is replaced (by an equivalent item) repaired or recovered or at the Company’s election pay any cross hire charges the Company incurs sourcing a temporary replacement.

The Hire Period will be deemed to continue until such time as any damaged Equipment is repaired, or any Equipment that is lost, stolen, or damaged beyond repair is replaced provided that the amount of any additional hire charge payable as a direct result of theft, accidental loss or damage to Equipment shall not exceed 13 weeks.

The Hirer will notify the Company of any loss or damage to any Equipment on hire immediately, and where theft has occurred, the police should be informed, and a crime reference number provided to the Company without unnecessary delay.

TERMS AND CONDITIONS Equipment Hire Continued:

Where Equipment is returned with missing components, the Hirer shall ensure said components are returned to the Company by either Royal Mail Special Delivery or an approved carrier service within 72hrs of being notified. If the components are not returned by this time and no agreement has been made in writing between the Company and the Hirer, all monies owed for replacing said components will become immediately due and taken automatically from the deposit or invoiced. This includes but is not limited to batteries, memory cards, cases and other ancillary items connected with the Equipment. An administration fee of £25 + VAT will be added for each missing part or damaged item.

DEPOSIT

The Hirer will be required to pay a security Deposit before the Company will dispatch any Equipment. The amount of Deposit varies dependent on Equipment selected, length of hire and account verification process. The Company reserves the right to ask for a partial or full cost Deposit where it is unable to complete account verification checks to its satisfaction.

The Deposit will be secured either at the time of booking or 7 days before the date of dispatch, whichever is closest to the day of dispatch. In the event of the funds not being paid and the Company not being able to contact the Hirer, the reservation will be cancelled.

The amount of the Deposit (if any) specified in the hire contract shall be returned to the Hirer without interest when the Equipment has been returned to the Company and all charges and other monies due to the Company have been paid including deductions for stolen, lost, or damaged Equipment.

The Deposit is a Deposit against default by the Hirer and the Company shall be entitled to apply the Deposit against any fees, damage, or loss to the Equipment. If the cost of missing/damaged parts exceed the Hirer's Deposit, the outstanding balance will need to be paid in full immediately.

Please note whilst the Deposit is refunded promptly, it can take between 1-5 working days to appear on a statement, depending on the Hirer's bank.

If the Deposit required exceeds £1,250 the Hirer will need to submit proof of insurance. This must state that they are covered for hired-in goods and must cover the total replacement value of the hired Equipment.

INSURANCE

The Hirer shall provide details of the policy or policies as the Company may require. The insurances shall be with a reputable insurer against all risks and shall not include unreasonable excesses which are unusual for this type of insurance. The Company must be satisfied with the insurance prior to commencement of the hire. Where the Company is not satisfied with said cover, the Company reserves the right to cancel the hire until such time as sufficient cover is in place and the Company is satisfied.

The Hirer's policy shall provide for "hired in equipment" and cover loss of hire, all loss or damage whatsoever to the Equipment including the full replacement value of the Equipment and the full cost of repairing any damage.

The Hirer shall be responsible for insuring any Hirer Equipment. The Company shall have no responsibility for any loss of or damage to the Hirer Equipment except for loss or damage caused by the wilful or negligent acts of the Company.

The Company will investigate all losses of whatever value thoroughly. Where the loss is suspected to be by theft, the Hirer has an obligation to report the loss to the police and to obtain a crime reference number without unnecessary delay. Please note, the Hirer remains liable for the full value of the Equipment, and the Company will take whatever action necessary to recover any costs.

PAYMENT

The Hirer will be required to make payment at the time of placing an Order for the Equipment, delivery and return plus the damage waiver if chosen. If the Equipment is due to be dispatched within 7 days, the Hirer is required to pay the deposit at the same time. If the Hirer is booking more than 7 days before the equipment is due for dispatch, the Hirer will be sent a payment reminder 7 days before dispatch and advised to log into the Hirer's account to make the deposit payment.

Account

Invoices are due for payment within 30 days of the invoice date. Should the Hirer fail to make any payment in full on the due date, any special offers or discounts offered by the Company to the Hirer shall become null and void and, in such case, the full fees will become payable, and no discount or special rate will apply.

The Company may at its option a) charge interest on the outstanding amount accruing on a daily basis at the rate of 6% above the base rate of The Bank of England from time to time; and/or b) suspend the provision of Equipment on 24 hours' notice to the Hirer.

Any invoice outstanding beyond 60 days, at the discretion of the Company, may be referred to a debt collection agency and will be subject to a 15% surcharge plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the Hirer and will be legally enforceable.

The Hirer shall pay all sums due to the Company under this contract without any setoff, deduction, counterclaim and/or any other withholding of monies. The Company reserves the right to charge the full value of the Equipment in the event the Hirer is considered to be in breach of these terms & conditions.

The Company reserves the right to amend prices at any time and without prior notice. Orders are fulfilled on the understanding prices charged are those current at the time of despatch.

Throughout the website and on any quotations, the Hirer will see both Inc. and Ex. VAT prices listed. Any such taxes are payable by the Participant and will be supplied in accordance with UK legislation in force at the tax point date.

CANCELLATION AND AMENDMENTS

All cancellations and amendments must be confirmed in writing. The Hirer may cancel or amend an order by e-mailing the Company during office hours (Monday to Friday from 08:30am to 4pm excluding public holidays) at fromestudios@gmx.com stating the Hirer's name, a description of the goods or services concerned and the order number. Cancellations and amendments will not take effect until confirmed back to the Hirer in an email from the Company.

Without prejudice to any other right or remedy available to the Company in the event of a cancellation of an Order by the Hirer the Company reserves the right to make a cancellation charge in respect of Equipment.

TERMINATION

The Hirer agrees that the Company, in its sole discretion, may terminate the Hirer's use of the services the Company provides on its site and remove and discard any content within such services, for any reason including, without limitation, if the Company believes you have breached or acted inconsistently with the letter or spirit of these terms and conditions. The Company may also, in its sole discretion and at any time, discontinue providing such services (in whole or in part), with or without notice.

The Hirer agrees any termination of your access to such services under any provision of these terms and conditions may be affected without prior notice. Further, the Hirer agrees the company shall not be liable to the Hirer or any third party for any termination of your access to such services.

LIABILITY

(a) The restrictions on liability in this clause apply to every liability arising under or in connection with these terms and conditions including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

(b) Subject to clause (d), the Company's total liability to the Hirer (including any liability for the acts or omissions of its employees, agents, and subcontractors) shall not exceed £250,000.

(c) Subject to clause (d), neither party shall be liable under these terms and conditions for any loss of profit, loss of revenue, loss of data or indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

(d) Nothing in these terms and conditions limits any liability which cannot legally be limited (e) Whilst the Company shall use reasonable endeavours to assist the Hirer with technical know-how and experience, the Company does not guarantee that the Hirer will achieve his intended result by the use of hired Equipment and other facilities.

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(f) The Company shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these if such delay or failure result from events, circumstances or causes beyond its reasonable control.

(g) The Company does not warrant that any media supplied (such as memory cards) will be error free or free from viruses, corruption, or bugs.

(h) The Hirer acknowledges the Company shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with the negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify the Company on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with these terms and conditions.

The Company process information about the Hirer in accordance with its Privacy Policy. For more information, please see the Company's full privacy policy at <https://www.fromestudios.co.uk/> By using the Company's site the Hirer consents to such processing and warrants that all data provided by it is accurate.

INDEMNITY

The Hirer shall pay all legal fees or costs incurred in connection with the enforcement of these terms and conditions or legal fees incurred in connection with any dispute or difference arising under this agreement that is resolved in favour of the Company.

DEFAULT

The Hirer is considered to have defaulted if:

1. Fails to make any payment to the Company when due without just cause.

2. Provides incomplete, materially inaccurate, or misleading facts and/or information in connection with the Order. 1. Persistently breaches the terms and conditions; pledges, charges, or creates any form of security over any Equipment, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim moratorium in respect of claims and/or proceedings, any distress, execution or other legal process is levied on any property of the Hirer, has a Bankruptcy Petition presented against it or the Hirer takes or suffers any similar action in any jurisdiction; being a company, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, any attachment order is made against the Hirer, any distress, execution, or other legal process is levied on any property of the Hirer or the Hirer takes or suffers any similar action in any jurisdiction; appears reasonably to the Company to be financially inadequate to meet its obligations under the terms and conditions; and/or appears reasonably to the Company to be about to suffer any of the above events

FORCE MAJEURE

Neither Party shall be liable for any breach of these terms and conditions caused by circumstances beyond the reasonable control of that Party and which prevent that Party from performing its obligation to the other. Circumstances beyond that Party's reasonable control include but are not limited to acts of God, any form of Government intervention, terrorist activity, local or national emergency, power failure or breakdown in Equipment, sabotage or riots, and floods, fires, explosions, or other catastrophes. A lack of funds shall not be regarded as a circumstance beyond that Party's reasonable control.