

# Terms and conditions



## 1. BOOKINGS

- 1.1 These terms and conditions govern the use by the Client of any location (the "Location") owned or operated by Luxe Locations LLP ("Luxe Locations") a limited liability partnership incorporated and registered in England and Wales with company number OC326447 whose registered office is at 72 Temple Fortune Lane, London, NW11 7UE.
- 1.2 The Client must confirm when the Location is required, by sending a completed Confirmation Sheet to Luxe Locations at 72 Temple Fortune Lane, London, NW11 7UE, Fax: 020 7798 2838 Email: rebecca.duke@luxelocations.com not less than two working days before the first day on which the Location is required by the Client.
- 1.3 The Completion Sheet, together with these terms and conditions and the Rate Card will form the Contract.
- 1.4 Bookings that remain unconfirmed at 1200 hours two working days before the Location is required may be removed without notice.
- 1.5 Luxe Locations reserves the right to withdraw first options in favour of those who confirm their bookings.
- 1.6 Cancellation of confirmed bookings up to 48 hours prior to use shall be charged at 100% of the full fee and at any other time in excess of 48 hours prior to use at 50% of the full fee.

## CLIENT'S OBLIGATIONS

The Client shall:

- 2.1 ensure that visitors to the Location are made aware of these terms and conditions and ensure their compliance.
- 2.2 indemnify Luxe Locations against any loss, liability claim or proceedings of whatsoever nature as a result of the Client's, their employees', their invitees' or their contractors' use of or presence at the Location.
- 2.3 comply with all applicable laws including obtaining all necessary licenses and authorisations and not to act in a manner which may compromise the health, safety and welfare of employees, tenants or members of the public.
- 2.4 make good any damage arising from the use of the Location at the Client's own expense within 1 working day. If such repair is not carried out within 1 working day of the final day of the booking and to Luxe Locations's satisfaction, Luxe Locations reserves the right charge the Client for this.
- 2.5 leave the Location in the same condition as that in which it was provided. The cost of the cleaning will be charged to the Client if he fails to clean up the Location to a satisfactory standard.
- 2.6 secure the Location against unauthorised entry and provide insurance and security for any of the Client's equipment at the Location at any time during the hire period (including overnight if applicable). Luxe Locations will not be responsible for any consequences of whatsoever nature flowing from any failure to fulfil this obligation.
- 2.7 remove all items and equipment brought onto the premises by the Client at the end of the booking. Luxe Locations reserves the right to charge for storage or disposal should the Company leave equipment and/or rubbish behind without the prior agreement of Luxe Locations.
- 2.8 ensure all litter is bagged and removed from the Location and disposed of lawfully and responsibly on a daily basis at the Client's own expense.
- 2.9 return all keys to the Location at the end of the booking.

## 3. COMPANY'S OBLIGATIONS

Luxe Locations shall:

- 3.1 provide the Location for the Client's use.
- 3.2 provide ancillary services as confirmed on the Confirmation Sheet.
- 3.3 provide the use of toilet facilities if requested by the client and confirmed on the Confirmation Sheet.
- 3.4 use its reasonable endeavours to provide parking space for 1 vehicle.

## 4. ACKNOWLEDGEMENT OF THE CLIENT'S RIGHTS

- 4.1 Luxe Locations acknowledges and agrees that all rights of every nature in any motion pictures, sounds recorded and still photographs taken at the Location by virtue of this Contract shall belong exclusively to the Client.

## 5. CHARGES AND PAYMENT

- 5.1 The Client shall pay invoices (made in accordance with the Rate Card) submitted to it by Luxe Locations, in full within 14 days of receipt without set-off or deduction or any nature.
- 5.2 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Luxe Locations on the due date, the Company may charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of The Royal Bank of Scotland, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Company may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.3 Luxe Locations may, without prejudice to any other rights it may have, set off any liability of the Client to Luxe Locations against any liability of Luxe Locations to the Client.
- 5.4 If the Clients' use of the Location exceeds the agreed booking period an additional charge in accordance with the Rate Card will be payable by the client.
- 5.6 If the Client wishes to return to the Location after the end of the booking period, it will be in Luxe Locations's absolute discretion including the terms applicable.

## 6. LIMITATION OF LIABILITY

- 6.1 If Luxe Locations performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client, its agents, contractors or employees, Luxe Locations shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 6.2 This condition sets out the entire financial liability of Luxe Locations (including any liability for the acts or omissions of its employees, agents and contractors) to the Client in respect of:
- (a) any breach of the Contract;
  - (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 6.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 Nothing in these Conditions limits or excludes the liability of the Company:
- (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Luxe Locations.
- 6.5 Subject to condition 6.3 and condition 6.4:
- (a) Luxe Locations shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
    - (i) loss of profits;
    - (ii) loss of business;
    - (iii) depletion of goodwill and/or similar losses;
    - (iv) loss of goods;
    - (v) loss of contract; or
    - (vi) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
  - (b) Luxe Locations' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the total price paid or payable by the Client.

## 7. FORCE MAJEURE

- 7.1 Luxe Locations shall have no liability to the Client under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, break-down of plant or machinery, fire, flood, storm or default of Luxe Locations.

## 8. GOVERNING LAW AND JURISDICTION

- 8.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.