

Studio Hire Terms & Conditions

Version 1.0



These Terms & Conditions apply whenever you book or use the Shoot Studio or Video Podcast Studio (“Studio”) at The Fold, Spencer Street, Royal Leamington Spa, CV31 3NE.

By making a booking, you confirm that you have read and agree to these Terms & Conditions, together with The Fold’s House Rules, Booking & Cancellation Policy and Fire & Evacuation Procedure.

Where you make a booking on behalf of an organisation, you confirm that you have authority to accept these terms on its behalf.



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1. Your booking

Your booking is for the Studio, date, times and any additional equipment, services or facilities shown in your booking confirmation or otherwise agreed with The Fold.

Bookings are subject to availability and must be made through The Fold's approved booking system or directly with The Fold team where agreed.

The person making the booking ("you") is responsible for the booking and for ensuring that everyone attending as part of your session or production complies with these Terms & Conditions, The Fold House Rules and all applicable health and safety requirements.

You are responsible for ensuring that the Studio you book is suitable for your intended use. Details of each Studio's facilities and equipment are available on The Fold website.

You must tell us in advance about any unusual, specialist or higher-risk activity, equipment or materials you intend to use.

Bookings may not be transferred, resold or sub-let to another person or organisation without our prior agreement.

2. Booking times and overtime

Your booking includes access to the Studio only for the period you have booked.

Your booked time must include everything associated with your session, including arrival, unloading, setup, technical preparation and testing, recording or shooting, packing away, cleaning, resetting the Studio and leaving the space.

You are responsible for keeping track of your booking end time and ensuring that you and your attendees leave the Studio promptly.

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The Fold is not responsible for reminding or informing you that your booking is about to end or has overrun.

If you remain in or continue to use the Studio beyond your booked end time, additional charges will apply whether or not The Fold has notified you of the overrun.

Overtime falling within The Fold's standard hours of 8:00am–6:00pm will be charged at 1.5 times the applicable hourly Studio rate.

Any overtime falling outside 8:00am–6:00pm will be charged at 2 times the applicable hourly Studio rate.

Overtime will be charged in 15-minute increments, rounded up to the next 15-minute increment.

The Studio will continue to be treated as being in use until your equipment, belongings, props, materials and waste have been removed and the Studio has been returned to the condition required by these Terms.

Payment of an overtime charge does not give you an automatic right to continue using the Studio. Another booking or other operational requirements may mean that you must vacate the Studio at the end of your booked period.

3. Cancellation and amendments

Cancellations are subject to The Fold's Studio Booking & Cancellation Policy in force at the time of booking.

Where a cancellation charge applies, it will be calculated in accordance with that policy.

Requests to amend a booking are subject to availability. Moving or amending a booking does not automatically remove any cancellation charge that would otherwise apply.

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Any separately arranged services, crew, catering, equipment or other third-party costs may be subject to their own cancellation terms and may remain payable where they cannot reasonably be cancelled.

4. Studio condition and cleaning

Please leave the Studio as you would expect to find it.

At the end of your booking you must:

remove all belongings, equipment, props, materials, food, packaging and rubbish brought into the Studio; return furniture and equipment to its original position unless otherwise agreed; dispose of waste in the appropriate bins; leave floors, furniture and other surfaces in a reasonable condition; and ensure that the Studio is ready for the next booking.

If the Studio is left in a condition that requires additional cleaning, tidying, waste disposal or resetting beyond our normal turnaround, The Fold reserves the right to charge a reasonable cleaning or reinstatement fee reflecting the additional work required.

Where exceptional or specialist cleaning, repair or waste disposal is required, we reserve the right to charge the reasonable cost incurred.

Where the condition of the Studio prevents it being used by a subsequent customer, we may also charge reasonable losses directly arising from the additional time required to restore it.

5. Damage

You are responsible for any loss or damage to the Studio, furniture, fixtures or equipment caused by you or anyone attending as part of your booking, other than fair wear and tear.

Any damage, breakage or fault must be reported to The Fold team as soon as reasonably possible.

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You must not remove, modify, dismantle or alter Studio equipment, furniture, fixtures or fittings without permission.

We may charge you the reasonable cost of repairing or replacing items damaged or lost as a result of your booking.

6. Studio equipment

Equipment supplied as part of your booking must be used carefully and only for its intended purpose.

You are responsible for ensuring that anyone operating Studio equipment has sufficient knowledge and competence to do so safely.

Where equipment requires specialist knowledge, The Fold may restrict its use to appropriately competent or authorised persons.

You must not:

- alter or dismantle Studio equipment;
- interfere with cabling or permanent connections;
- modify equipment settings in a way that may affect subsequent users without restoring them;
- remove Studio equipment from the agreed Studio or premises; or
- attempt to repair faulty equipment yourself.

Any fault or suspected fault should be reported to The Fold immediately.

At the end of the booking, equipment must be returned to its original position and left in an orderly condition.

Where additional staff time is reasonably required to locate, reset, dismantle or repack equipment following your booking, we may charge for that time.

7. Your equipment

You are responsible for ensuring that any cameras, computers, drives, microphones, lighting, electrical equipment or other items you bring into the Studio are safe and suitable for use.

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You must not connect equipment in a way that exceeds available electrical capacity or creates a safety risk.

Any specialist equipment that may affect electrical loading, rigging, access or safety must be agreed with The Fold in advance.

Your equipment remains your responsibility at all times.

8. Shoot Studio - cyclorama, lighting grid and production materials

This section applies where you have booked the Shoot Studio.

The Shoot Studio includes a white infinity curve/cyclorama ("cyc"), overhead lighting grid and other specialist production facilities.

The cyc and Studio surfaces must be treated with care.

You must not paint, drill, screw into, permanently fix anything to, cut, mark or otherwise alter the cyc, walls, floors, ceiling or other Studio surfaces without The Fold's prior agreement.

Any request for the cyc to be painted, including chromakey green or another colour, must be agreed with The Fold in advance and may be subject to additional painting, materials and reinstatement charges.

The cyc is not guaranteed to have been freshly painted immediately before every booking. If a particular colour or surface condition is essential to your production, you must discuss this with us in advance.

Marks, spillages or damage caused during your booking must be reported.

Where cleaning or local repair is insufficient, The Fold may charge the reasonable cost of repairing or repainting the affected area, including a full repaint where reasonably

necessary.

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Nothing may be suspended from, attached to or altered on the overhead lighting grid without The Fold's prior agreement.

Only suitably competent persons may install, move or operate equipment on the lighting grid.

9. Sets, props, materials and special effects

You must obtain our agreement in advance before carrying out any activity that may materially affect the Studio, including substantial set construction or the use of paint, sprays, powders, glitter, liquids, smoke, haze, naked flames, pyrotechnics or other unusual materials or effects.

Sets, props and scenery must be stable, safe and appropriate for use within the Studio.

The Fold reserves the right to prohibit any material, equipment or activity that it reasonably considers unsafe, unsuitable or likely to damage the building or Studio.

You are responsible for removing all sets, props and materials and for any additional cleaning, repair or reinstatement they require.

10. Video Podcast Studio - recordings and data

This section applies where you have booked the Video Podcast Studio.

You are responsible for ensuring that you understand the recording workflow before beginning your session and that any recording media, storage device, account or destination required for your session is ready and suitable.

You are responsible for checking that recording has started correctly and that your content is being captured as expected.

Where recording is made directly onto media or storage supplied by you, you are responsible for ensuring that it has sufficient capacity, is compatible and is working correctly.

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Unless expressly agreed otherwise, The Fold is not responsible for retaining, storing, backing up or providing a copy of your recorded content after your session.

You should check your files and recording before leaving the Studio.

Where live streaming is used, you are responsible for your own streaming accounts, login credentials, platform permissions and destination settings.

The Fold cannot guarantee the continued availability or performance of third-party platforms or services.

11. Technology and connectivity

We will use reasonable efforts to ensure that Studio equipment, Wi-Fi and other technology included in your booking are available and working.

However, we cannot guarantee uninterrupted internet connectivity, compatibility with every device, storage medium, software platform or third-party service, or continuous availability of equipment.

You are responsible for checking that any technology essential to your session is suitable for your requirements.

We recommend allowing sufficient time within your booked period for setup and testing.

Where a member of The Fold team assists with setup or troubleshooting, you remain responsible for your own devices, software, accounts, media and data.

12. Crew, contributors and guests

You are responsible for the conduct and supervision of everyone attending as part of your booking, including crew, contractors, freelancers, presenters, performers, models, clients and guests.

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You are responsible for ensuring that you have all permissions, consents and releases required for anyone you record, film, photograph or otherwise include in your production.

Attendees may use the Studio and communal facilities reasonably associated with their visit during the booking.

A Studio booking does not provide attendees with general coworking access before or after the booked period.

Anyone wishing to remain at The Fold to work outside the booking may be required to purchase an appropriate Day Pass or membership.

13. Content and permitted use

The Studios may only be used for lawful and appropriate photography, filming, recording, podcasting, streaming, content production or other activities agreed with The Fold.

You are responsible for ensuring that you have all necessary rights and permissions in relation to the material you create, play, display, record or broadcast.

You must not use the Studio in a way which:

- causes unreasonable noise, nuisance or disruption;
- creates an unreasonable health or safety risk;
- damages The Fold or its contents;
- obstructs corridors, entrances or fire exits;
- exceeds any stated Studio capacity;
- infringes another person's rights;
- is unlawful; or
- could reasonably bring The Fold into disrepute.

The Fold does not monitor or approve the content produced by customers and is not responsible for that content.

We reserve the right to require an activity to stop, or to ask attendees to leave, where these Terms, the House Rules or applicable safety requirements are materially breached.

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14. Food, drink and catering

Food and drink may only be consumed in accordance with The Fold's House Rules and any instructions applying to the Studio.

Food and drink must be kept away from technical equipment where requested.

Any catering arranged through The Fold may be subject to separate charges, minimum notice periods and cancellation terms.

If you arrange or bring your own food or external catering, you are responsible for clearing all food, packaging and waste at the end of the booking and leaving the areas used in a reasonable condition.

Additional cleaning resulting from food, drink or catering may be charged in accordance with section 4.

15. Health, safety and fire procedures

The Studios are working production environments containing electrical equipment, lighting, stands, cables and other equipment which may be hazardous if misused.

You are responsible for conducting your activity safely and for carrying out any production-specific risk assessment required by law or reasonably requested by The Fold.

You and your attendees must comply with The Fold's health and safety requirements and Fire & Evacuation Procedure.

The person making the booking is responsible for making attendees aware of relevant emergency arrangements and for taking reasonable responsibility for their attendees in the event of an evacuation.

Fire exits and escape routes must be kept clear at all times. Cables, equipment, sets and belongings must not obstruct access or escape routes.

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Any accident, injury, near miss, equipment failure or safety concern must be reported to The Fold as soon as possible.

The Fold reserves the right to stop any activity it reasonably considers unsafe.

If you or an attendee has an accessibility requirement that may affect emergency evacuation, please notify The Fold in advance so appropriate arrangements can be considered.

16. Insurance

You are responsible for maintaining insurance appropriate to your activities and booking.

For commercial productions, this should include appropriate public liability insurance together with insurance for your own equipment, products, props and other property.

Where relevant, you are responsible for ensuring that contractors or specialist operators have appropriate insurance for their activities.

The Fold may request reasonable evidence of insurance before allowing particular activities to proceed.

17. Personal property

You and your attendees are responsible for equipment, recordings, storage media, props and personal belongings brought into The Fold.

To the extent permitted by law, The Fold accepts no responsibility for belongings or equipment that are lost, stolen, damaged or left behind.

All property must be removed at the end of your booking unless storage has been expressly agreed with The Fold in advance.

Items left without agreement may be moved or disposed of and reasonable storage or disposal costs may be charged to you.

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18. Deliveries and collections

Deliveries or collections of equipment, products, props, scenery or other production materials should be agreed with The Fold in advance.

You are responsible for giving suppliers and couriers appropriate instructions and for arranging collection within the agreed times.

The Fold is not responsible for accepting, checking or supervising deliveries unless this has been specifically agreed.

Nothing may be stored in corridors, access routes or fire escape routes.

19. Availability of Studios and equipment

Occasionally circumstances outside our reasonable control may mean that a Studio or item of equipment becomes unavailable.

Where reasonably possible, we will offer an appropriate alternative, alternative date or other reasonable solution.

If we are unable to provide the Studio you booked, we will refund any Studio hire charge paid for the affected booking.

Subject to section 20, The Fold will not be responsible for consequential losses such as crew or contributor costs, travel expenses, lost production time, loss of business or loss of profit arising from Studio or equipment unavailability.

20. Liability

Nothing in these Terms & Conditions excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

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Subject to this, you are responsible for loss, damage or reasonable additional costs caused by your breach of these Terms & Conditions or by the negligent or deliberate acts of you or anyone attending as part of your booking.

21. Privacy

Personal information relating to your booking will be handled in accordance with The Fold's Privacy Policy.

22. Changes to these terms

We may update these Terms & Conditions from time to time.

Unless otherwise required by law, the terms applicable to your booking will be those in force when the booking is made.

23. Governing law

These Terms & Conditions and any dispute or claim arising from them are governed by the laws of England and Wales.

The courts of England and Wales will have jurisdiction over any dispute arising in connection with them.