

## Location Hire Agreement

### General Terms and Conditions of Filming

AGREEMENT DATED: TUESDAY 11<sup>TH</sup> FEBRUARY 2014

#### 1. DEFINITIONS AND INTERPRETATIONS

- The Client:** The Albany Club, St Bede's Hall, Little Albany Street, London, NW1 4DY
- The Agent:** The Location Collective Limited trading as The Collective whose registered company number is 6134012 and whose trading offices are at 7-8 Jeffreys Place, Camden, London, NW1 9PP and whose registered address is Horley Green House, Horley Green Road, Halifax, West Yorkshire HX3 6AS
- The Licensee:** Uber Digital, 7 – 15 Rosebery Avenue, London, EC1R 4SP
- Licensee's Parties:** shall mean all of its owners, directors, employees, agents, representatives, independent contractors and suppliers
- The Premises:** those parts of the Property to which access is granted to the Licensee under this Agreement, as set out in the Hire Schedule (Appendix I)
- The Property** The Albany Club, St Bede's Hall, Little Albany Street, London, NW1 4DY
- The Production:** Biomet
- Location Hire Fee:** **As defined within Payment Schedule (Appendix II)**
- Deposit:** **As defined within Payment Schedule (Appendix II)**
- Hire Period:** Thursday 13<sup>th</sup> February 2014

#### 2. GENERAL TERMS AND CONDITIONS OF HIRE

- 2.1 This document constitutes the entire agreement between the Licensee and the Client and the parties hereto intend to be bound by the terms and conditions set out below in which the Licensee will be permitted to use specified areas in and around the Property (the "Premises") for filming/photography of the Production as defined within this Agreement and the Hire Schedule (Appendix I).
- 2.2 The Licensee is permitted access to the Premises on the times and dates as defined in the Hire Schedule (Appendix I) subject to the payment of the Location Hire Fee as per the instructions set out within the Payment Schedule (Appendix II) in addition to any other fees stated elsewhere within this Agreement.
- 2.3 The Licensee will not be permitted to access the Premises if they have not paid the agreed Location Hire Fee and Deposit to the Agent as defined within the Payment Schedule (Appendix II).
- 2.4 There is no intention that the parties will create a relationship of Landlord and Tenant under this Agreement.

#### 3. RIGHTS

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- 3.1 In consideration of the payment of the Location Hire Fee set out in the Payment Schedule (Appendix II) the Client grants the Licensee access to those parts of the Premises defined in the Hire Schedule (Appendix I) and any attached Plans of the Property to film, photograph and record by way of video-tape and/or audio recording such parts of the interior and exterior and contents of the Premises as agreed between the Client and the Licensor and to bring on to the Premises such persons and equipment as the Licensee requires for that purpose.
- 3.2 The Client acknowledges that the Licensee owns all copyright and other intellectual property rights in all media and anywhere in the world in all films, video- or audio- recordings or photographs made by or on behalf of the Licensee in the Premises (the "Material"). For the avoidance of doubt the Licensee is not permitted to film, photograph or record beyond those areas defined as the Premises and described in the Hire Schedule (Appendix I)
- 3.3 The Client acknowledges that nothing in this Agreement shall obligate the Licensee to actually utilise the Premises or to exploit the Production and/or, the Material.
- 3.4 In granting the rights granted to the Licensee in this Agreement the Client confirms that it will make no claim against the Licensee or the Licensee's Parties in respect of defamation or invasion of privacy or otherwise.
  - 3.4.1 Such release of liability does not extend to any filming or photography beyond those agreed areas of access described in the Hire Schedule (Appendix I);
- 3.5 The Licensee shall be entitled to identify the Premises by its true name or by a fictitious name (no matter how the foregoing is depicted or portrayed) in connection with any exercise of rights granted to or otherwise vested in the Licensee hereunder, including, without limitation, in connection with the development, production, advertisement, publicity, promotion and other exploitation of the Production and/or the Material, in any languages, formats and media whether now known or hereafter created throughout the universe in perpetuity.
- 3.6 The Client shall not interfere with the Licensee's filming and neither the Client nor any person for whom the Client is responsible will take any photographs or recordings of the Licensee's activity at the Premises, or of any personnel engaged on the Production and the Client shall not authorise any third party to interfere or take photos or recordings.
- 3.7 The Client shall not use, authorize, issue, confirm or deny any statements, interviews, news articles, press releases, publicity or other information of any kind regarding the Licensee, any of the Licensee's and Licensee's Parties, this Agreement, the Production and/or the Material. The Client shall not make use of the Licensee's name for any commercial purpose without the Licensee's prior written consent
- 3.8 The Client shall not at any time discuss or post any information, photographs, footage or reference relating or alluding to the Production or any element thereof (including its production) or the affairs of the Licensee or any of the Licensee's Parties on any website or other internet enabled publishing platform, including but not limited to Facebook, Twitter and MySpace.

**4. OBLIGATIONS OF THE CLIENT**

- 4.1 The Client permits the Licensee and the Licensee's Parties to enter upon and use those parts of the Premises as outlined in the Hire Schedule (Appendix I) attached for the sole purpose of implementing the Production in accordance with the terms of this Agreement.
- 4.2 The Client has disclosed and undertakes to disclose as soon as it becomes aware of any hidden dangers of which it has actual or implied knowledge and which affect any part of the Property and/or Premises to be accessed by the Production.

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- 4.2.1 Subject as provided above, the Client gives no warranty that the Premises are fit for the purposes contemplated by this Agreement and accepts no liability regarding the Premises being fit for the purposes contemplated by this Agreement.
- 4.2.2 The Licensee must use and rely upon its own judgment as to the suitability of the Premises or any part of them and such services or facilities that the Client may agree to provide.
- 4.3 The terms and conditions of this Agreement shall remain in full force and effect during any extended period that the Client grants permission for the completion of the Production.
- 4.4 The Client warrants, that it has the absolute right to grant to the Licensee the rights set out in clause 3 including without limitation in respect of names, signs and identifying insignia, fixtures, personal property, logos, trademarks, slogans and the like depicted in, on or about the Premises,
- 4.5 The Client agrees that the Licensee has the exclusive right and licence to enter and make use of all areas within the Premises and for the times and dates as set out in the Hire Schedule (Appendix I), free of interruption by the Client to implement the Production for the purposes contemplated by this Agreement except as outlined in Clause 4.7 or unless otherwise agreed in advance in writing and such agreement to form part of this Agreement as set out in the Hire Schedule (Appendix I) below.
- 4.6 In the event of any breach by the Licensee of any of its obligations under this Agreement, the Client's rights and remedies shall be limited to the right to recover damages and to exclude the Licensee from the Premises but in no event shall the Client be entitled to seek to injunct or restrain the production, distribution, broadcast or other exploitation of the Production, subject to payment in full of the Location Hire Fee and any Overrun fees as defined in the Payment Schedule (Appendix II) due to the Client hereunder.
- 4.7 The Client (and anyone authorised by the Client) has the right to enter the Premises:
  - 4.7.1 during the times stated within the Hire Schedule within the field 'Surveys' or on 'non-filming days' with a minimum of 24 hours notice (with or without equipment and vehicles) to carry out non-intrusive and intrusive surveys and for inspecting, measuring, holding site visits and carrying out investigative surveys and for any other reasonable purpose provided that the person or persons exercising such rights cause as little damage as reasonably possible, and do not disrupt the production of the Production and make good any damage caused as soon as is reasonably practicable.
  - 4.7.2 at any time without notice (with or without equipment or vehicles) to respond to emergencies where such action is essential.
- 4.8 Subject to the proviso of this clause the Client agrees to allow the Licensee to return to the Premises to further implement the Production on such dates and times to be mutually agreed and on the same terms as this Agreement provided that;
  - 4.8.1 the Client is not aware of any complaint by third parties regarding the Licensee's use of the Premises.
  - 4.8.2 a continuation of the Production would not mean conflict with the Clients development or other plans at the Premises at the Clients discretion
  - 4.8.3 so long only as the Client continues to have the ability and power to enter into such new agreement.
  - 4.8.4 the Licensee is not in material breach of this Agreement
  - 4.8.5 this Agreement does not affect the Client's successors and assigns.
  - 4.8.6 the definition of Production does not include sequels, additional series and 'spin off' or associated programmes.

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- 4.9 The Client hereby indemnifies and holds harmless the Licensee's and Licensee's Parties from and against any and all claims, loss, costs, damages, liabilities and expenses (including legal fees and disbursements) arising out of or in connection with any breach, non-performance or non-observance of the Client's obligations, representations, warranties and agreements hereunder.

**5. OBLIGATIONS OF THE LICENSEE**

- 5.1 The Licensee agrees to make good forthwith to the reasonable satisfaction of the Client or pay the full cost of making good any damage or loss to the Premises arising out of the negligence, error or omission of the Licensee and that the Premises will be left in a condition as close as is reasonably practicable to that in which it was found subject to reasonable wear and tear and free from any rubbish resulting from the Licensee's use of the Premises.
- 5.1.1 The Client will notify to the Licensee in writing of any damage found on expiry or as soon as reasonably practicable after the completion of the Hire Period, or any over-run and that the Client believes the Licensee is liable for the damage.
- 5.1.2 the Client will provide the Licensee with all agreed quotes for any repairs and services required to reinstate the Premises in accordance with this Agreement within one month of the final date of the Hire Period.
- 5.2 Throughout the Hire Period, and during all of the Licensee's site surveys which take place after the Hire Period, the Licensee shall not;
- 5.2.1 load or use the floors, walls, ceilings or structure of the Premises so as to cause strain, damage or interference with the structural parts, load bearing framework, roof, foundations, joists and external walls of the Premises.
- 5.2.2 permit any drains to be obstructed by oil, grease or other deleterious matter but to keep the Premises and the drains serving the Premises and Property thoroughly cleaned.
- 5.2.3 allow any person to sleep in the Premises nor to use the Premises for residential purposes without prior written authorisation from the Client.
- 5.2.4 store any petrol or other specially inflammable, explosive or combustible substance within the interior spaces of the Premises.
- 5.2.5 overload the electrical installation or conducting media in, on or under the Premises.
- 5.2.6 obstruct any access routes, paths, gates or doorways to the Premises or Property.
- 5.3 The Licensee shall indemnify the Client in accordance with the terms and conditions of the Licensee's insurance cover for the Production, against any loss or damage to the Premises or Property and personal injury or death to any person resulting directly from a negligent act or omission by the Licensee's and Licensee's Parties in connection with its use of the Premises under this Agreement.
- 5.4 The Licensee shall on request provide evidence of sufficient insurance policies to cover its liabilities under this Agreement, including for the avoidance of doubt, Public Liability Insurance and insurances covering the risks set out in this Agreement to the value of £5,000,000.00 (five million pounds).
- 5.5 The Licensee undertakes, warrants and agrees with the Client not to use the Premises for filming which is considered obscene and defamatory under English Law.
- 5.6 The Licensee undertakes, warrants and agrees that during the course of the Hire Period they will prevent itself and any of the Licensee's Parties from acting in a manner which may cause nuisance or damage to any neighbour or passer by or bring the Premises or the Client into disrepute.

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- 5.7 Any overrun of production activity of any kind at the Premises will be subject to additional location hire fees as defined within the Payment Schedule (Appendix II) of this Agreement and payable within 5 (five) working days from receipt of a VAT invoice from the Agent.
- 5.8 The Licensee is solely responsible and liable for the safety and security of the Licensee's Parties for the duration of the Hire Period at the Premises, including any over-run period.
- 5.9 The Client accepts no liability for the loss of or damage to any goods left on the Premises or Property whether the property of the Licensee or the property of the Licensee's Parties and whether or not such loss or damage occurs during the permitted hours of the Hire Period. Any property that is left at the Premises or Property is left entirely at the risk of the owner of such property.
- 5.10 The Licensee will use best endeavours to inform those local tenants, residents and/or businesses that the Licensee might reasonably be aware of and that might reasonably be affected by the Licensee's use of the Premises.
- 5.10.1 The Licensee will endeavour to keep noise levels at the Premises to a reasonably acceptable level bearing in mind the usual use of the Premises and the surrounding neighbourhood between the hours of 22:00hrs and 07:00hrs including but not restricted to minimising the noise from a generator and/or running motor(s).
- 5.10.2 If the Client or Agent receives repeated valid complaints at the Premises from local tenants, residents and / or businesses this will be considered a breach of contract and access to the Premises may be terminated if this breach is not reasonably remedied.
- 5.10.3 The Licensee will make reasonable provision for informing local tenants, residents and/or businesses in writing of any engagements either itself, Client or Agent feels would seriously impact on the day-to-day activities of any of these third parties
- 5.11 The Licensee and the Licensee's Parties will not do anything which might render void or voidable the insurance of the Client on the Property.
- 5.11.1 The Licensee will not knowingly trespass into any part of the Property which is not part of the Premises as defined in the Hire Schedule (Appendix I)]
- 5.12 The Licensee is not permitted to smoke or drink, whether alcoholic, non-alcoholic or other liquids (except for bottled water) inside or immediately around the Premises or Property except as may be required by actors in accordance with the film script and then only under the direct supervision of the signatory (or a qualified representative) of this Agreement and approved in advance by the Client.
- 5.12.1 Cigarettes buckets are to be provided by the Licensee for permitted smoking in designated outside areas of the Property which are all to be removed from site by the Licensee at the end of the Hire Period.

**6. NOTICES**

- 6.1 Without prejudice to the right to serve notices by any other means, any notice served under this Agreement shall be in writing (email to the parties named as Recipient for Notices in the Hire Schedule shall suffice). Any notice that has been sent by first class, pre-paid post shall be deemed to be received 48 hours thereafter (excluding Saturdays, Sundays and public holidays).

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**7. FORCE MAJEURE**

- 7.1 If because of an “event of force majeure” being the interruption of or material interference with the Licensee’s use of the Premises on the dates specified in this Agreement by any event beyond the reasonable control of the Licensee or the Client, then the Licensee shall have the right to elect not to use, or to continue to use, the Premises by giving the Client notice thereof, and in which case neither the Licensee nor the Client shall have any further obligation to the other and in which event the Location Hire Fee shall be payable pro-rata to the number of days which have elapsed.
- 7.2 For the avoidance of doubt the involuntary inability to secure or provide necessary labour (including as a result of any strike or action which the Licensee reasonably believes will result in a strike), the death, breach, disability, disfigurement or unavoidable absence of key personnel rendering services on the Programme shall be deemed to be beyond the Licensee’s reasonable control.

**8. TERMINATION OF THE AGREEMENT**

- 8.1 If any of the following events occur:
- 8.1.1 The Licensee fails to pay any sum payable under this Agreement as per terms set out in Payment Schedule (Appendix II) (whether previously demanded or not);
  - 8.1.2 The Licensee provides materially inaccurate information in connection with its use of the Premises, whether to the Client or to the Agent that would materially affect the Client or cause damage to the Premises;
  - 8.1.3 A winding up or bankruptcy petition is presented against the Client or the Client makes any form of arrangement with its creditors;
  - 8.1.4 A winding up or bankruptcy petition is presented against the Licensee or the Licensee makes any form of arrangement with its creditors;
  - 8.1.5 The Client commits any material breach incapable of remedy (whether express or implied) of the terms and conditions of this Agreement

the Agreement shall terminate forthwith and the Licensee shall leave the Premises in good order. In this event, both parties will retain their rights to remedy particular breaches under this Agreement. Any Location Hire Fee paid in advance shall be repaid to the Licensee pro-rata to the number of days which have elapsed unless this Agreement is validly terminated due to a breach incapable of remedy by the Licensee in which case the Client retains the right to keep the Total Hire Fee as stated in the Payment Schedule (Appendix II).

**9 ARBITRATION**

- 9.1 In the event that the parties fail to agree on any matter arising from this Agreement, they shall use reasonable endeavours to appoint an mutually agreed arbitrator. Failing agreement, the parties shall request the President of the Law Society to appoint an appropriate arbitrator.

**10 ENTIRE AGREEMENT**

- 10.1 This agreement and the attached Hire Schedule (Appendix I) and Payment Schedule (Appendix II) and any further schedules or attachments constitutes the entire agreement between the parties hereto in respect of the subject matter hereof and no terms, obligations, representations, promises or conditions, oral or written, express or implied, have been made or relied upon other than those contained herein.

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- 10.2 No variation of any of the terms and conditions in this agreement may be made unless such variation is agreed in writing by both Client and Licensee.
- 10.3 Any provision of this Agreement that is prohibited or becomes unenforceable under the laws of any jurisdiction which affects the performance or enforceability of this Agreement shall, with respect to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability but without invalidating the remaining provisions of the Agreement, nor shall it affect the validity or enforceability of that provision in any other jurisdiction.
- 10.4 The failure by a party to enforce any provision of this Agreement shall not be treated as a waiver of that provision, nor shall it affect the right of that party subsequently to enforce that provision.
- 10.5 Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other.
- 10.6 The Agreement shall not be assignable by the Client, and any purported assignment shall be null and void ab initio. The Licensee shall retain the right to assign the "Material" as defined within this Agreement at any time, in whole or in part, to any person or entity.
- 10.7 The laws of England shall govern this Agreement and the English courts shall have non exclusive jurisdiction.
- 10.8 In the event of a conflict between the General Terms and Conditions of Filming and the terms of the Hire Schedule (Appendix I) the terms of the General Terms and Conditions of Filming will prevail.

Signed by:.....  
FOR AND ON BEHALF OF THE LICENSEE

Signed by:.....  
FOR AND ON BEHALF OF THE CLIENT

Print: .....

Print: .....

Position .....

Position .....

Date: .....

Date: .....

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## APPENDIX I: HIRE SCHEDULE

<b>Times / dates</b>	<b>Shooting Period</b> Thursday 13 <sup>th</sup> February 2014	08:00 – 18:00HRS
<b>Definitions</b>	A day agreed for filming is one which has been agreed for filming whether or not any filming actually takes place. A day agreed for dressing or striking/reinstatement is one which has been agreed for striking/reinstatement whether or not any such work takes place.	
<b>Recipients for Notices</b>	Eliza Yacob and <a href="mailto:Eliza.yacob@uberdigital.com">Eliza.yacob@uberdigital.com</a> (on behalf of the Licensee) Tabitha Gould and <a href="mailto:Tabitha@location-collective.co.uk">Tabitha@location-collective.co.uk</a> (on behalf of the Client)	
<b>Filming areas</b>	The Licensee will only have access to the following areas within the Premises to be used as FILMING LOCATIONS commonly known as:  <ol style="list-style-type: none"><li>I. The Studio (White Room).</li><li>II. Gym</li></ol>	
<b>Additional Areas</b>	The Licensee has access to the room on the top floor as a breakout area. The Licensee is only permitted to access this room between 08:00 – 16: 30 HRS	
<b>Preparation and reinstatement</b>	The Licensee has requested to cover the mirrors with White paper, all paper will be removed and disposed of by the Licensee at the termination of the hire.  With the exception of those details listed above, no structural or cosmetic alterations of any kind will be made anywhere to either the interior or exterior of the Premises without prior approval in writing from the Client. This includes affixing any item to any walls or ceilings by any means.	
<b>Floors</b>	When agreed between the parties the Licensee will cover the floor with appropriate material to protect from dirt and damage. Arrotex / Corex / rubber matting will be laid beneath all equipment and props.  Additionally, the Licensee will protect door frames with Arrotex / Corex / rubber matting to prevent damage when equipment and props are transported into the filming area.	
<b>Catering</b>	There are not catering / dining facilities available at the Premises. The Licensee will make its own arrangements, bringing catering onto the premises.	
<b>Power</b>	The Licensee will be permitted to use local power subject to approval from the Client.	
<b>Lighting / Rigging</b>	The Licensee is permitted to use local power and will use 2 x 2.5 HMI Lights.  With the exception of those details listed above, no structural or cosmetic alterations of any kind relating to lighting or the rigging of lighting will be made anywhere to either the interior or exterior of the Premises without prior approval in writing from the Client or Agent. This includes affixing any item to any walls or ceilings by any means.  All lighting and associated cable runs will be undertaken by qualified electricians. All cabling will be clearly hazard taped. All cabling will be unhooked overnight to enable the Premises to be secured.  The Licensee will ensure that all windows, floors, sills, walls and wood and paintwork are covered	

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with suitable material to protect from dirt and damage by cables.

**Additional Technical Information**  
**Crew/cast**

The Licensee is permitted to use a Camera Track and Dolly.

Crew: 12  
Cast / Contributors: 2

**Toilet**

The Licensee is permitted to access the toilet of the premises.

It is the responsibility of the Licensee to ensure that the toilet is cleaned and replenished by the termination time/date of the hire agreement, failure to do so will result in a non-negotiable fee of £150.00 + VAT removed from the overall deposit if not rectified within 24 hours.

**Water supply**

The Licensee has access to a water supply on site, to be provided by the site manager prior to the commencement of the hire period.

**Parking/loading**

There is parking available to the Licensee at the Premises.  
The licensee has requested parking for 1 x private car and one technical vehicle.

**Waste disposal**

The Licensee will clear all rubbish at the end of each day.

The Licensee will have a non-negotiable fee of £100.00 + vat removed from overall deposit if any rubbish has been left on site after 24 hours of the termination time / date of the hire period.

The Licensee is responsible for doing a comprehensive 'litter pick' ensuring that everything including but not restricted to cigarette butts, plastic cups, gaffer tape as well as all black bags and any waste caught up in foliage is cleared by the end of the strike date/time.

**SPECIAL PROVISION**

The Licensee will ensure that all crew, cast or any other persons related to the production are made aware of and adhere to all the terms you deem relevant within this Hire Schedule (Appendix I) and within the General Terms and Conditions of Filming

**Contacts**

<b>Client</b>	THE ALBANY CLUB	C/ O AGENT
<b>Contact on the day</b>	ELIZA YACOB	07894877 598
<b>The Licensee</b>	UBER DIGITAL	0207 8335 818
<b>The Agent</b>	TABITHA GOULD	0207 284 8911

## APPENDIX II: PAYMENT SCHEDULE

<b>Location Hire Fee</b>	£	1, 500.00
<b>Vat @ 20%</b>	£	300.00
<b>Total</b>	£	1, 800.00
<b>Terms of Payment</b>	To be received by the Agent either by cheque or cleared funds in the Agent's bank account through bank transfer (BACS or CHAPS) before the commencement date of the hire period.	
<b>Deposit</b>	£	400.00 + VAT (minimum of £400 or 20% of Location Hire Fee)
<b>Terms of Deposit Payment</b>	To be received by the Agent either by cheque or cleared funds in the Agent's bank account through bank transfer (BACS or CHAPS) before the commencement date of the hire period	
<b>Payer</b>	Uber Digital, 7 – 15 Rosebery Avenue, London EC1R 4SP	
<b>Payee</b>	The Location Collective Limited trading as The Collective whose registered company number is 6134012 and whose trading offices are at 7-8 Jeffrey's Place, Camden, London, NW1 9PP and whose registered address is Horley Green House, Horley green Road, Halifax, West Yorkshire HX3 6AS	
<b>Payee VAT Number</b>	8989 62629	
<b>Cancellation fees</b>	Upon signature of this Agreement, and subject to clause 7, in the event that the Licensee cancels its use of the Premises, the entire Location Hire Fee will remain payable.	
<b>Overrun</b>	<b>Filming days</b>	Overrun will be charged at £150.00 + VAT per hour or part thereof after 10 minutes have elapsed from the hour encroached upon. This applies during all filming days and will be invoiced in one amount by the Agent at the end of the Hire Period.
		Additional filming days will be charged at: £1, 500.00 + VAT per day or £750.00 + VAT per half day
		The Agent is entitled to its standard commission rate for any overrun charges incurred by the Licensee. Any commission due to the Agent shall be deducted from the fees payable by the Licensee hereunder, and shall not be charged in addition.
<b>Utility Bill Payments</b>	If the Licensee has agreed to pay the Client for the usage of its power, gas and/or water then please ensure that either or both parties inform the Agent in writing of the relevant meter readings just prior to and at the end of the Hire Period.	
	The Agent cannot take responsibility for taking these meter readings and without them is unable to guarantee an accurate figure is calculated for the use of the utilities during the Hire Period.	
	The deposit cheque held will be returned in full as soon as payment for electricity has been received by the Agent.	