

TERMS & CONDITIONS

THE AGREEMENT
LAST UPDATED · 28.10.24

Welcome to Mammoth Film Studio. These Terms and Conditions (the “Agreement”) govern your use of our facilities, equipment, and services. By accessing or using Mammoth Film Studio, you agree to be bound by this Agreement. If you do not agree, please do not use our services.

1 DEFINITIONS

- **“Studio”** refers to Mammoth Film Studio, Unit 2&3 Huntsman House, 2 Evelyn Street, London, SE8 5DQ.
- **“Client”** refers to the individual or organisation booking and using the studio space.
- **“Facilities”** refer to the studio space, equipment, and all other resources provided by Mammoth Film Studio.
- **“Agreement”** refers to these Terms and Conditions.

2 BOOKINGS & PAYMENTS

- 2.1** All bookings must be confirmed with a signed agreement and a paid deposit, as specified in the booking confirmation.
- 2.2** A deposit payment is required before access to the studio, unless otherwise agreed in writing.
- 2.3** All deposits are non-refundable unless Mammoth Film Studio cancels the booking.
- 2.4** Any extensions or additional usage time beyond the agreed booking will be charged at the applicable hourly rate.
- 2.5** By entering into this agreement you are accepting the pricing structure of the supplied rate card.
- 2.6** The balance payment for your hire including additional charges is due within 30 days of invoice issue date. Details provided during the booking process will also be used for final invoicing. The original issue date will be maintained for any revised invoices if the Client requests updates to the billing details. A late payment admin fee of £100 will be chargeable for every day a payment is overdue until fully paid.

3 CANCELLATION POLICY

- 3.1** Cancellation of all or any days of the booking period made more than 5 working days before the booking commences will be chargeable to the sum of the deposit paid.
- 3.2** Cancellation made between 3–5 working days before the first booking date is subject to a cancellation fee equal to 50% of the booking fee for the cancelled dates, minus the deposit.
- 3.3** Cancellation within 2 working days before the first booking date will result in the forfeiture of the full booking fee, minus the deposit.

4 USAGE OF FACILITIES

- 4.1** The Client is responsible for using the studio in a manner that is safe and adheres to all local laws and regulations. It is assumed that only suitably competent and qualified crew operate in the facility.
- 4.2** The studio space must be left in the same condition as found. Any damages to property or equipment caused during the booking will be the Client’s responsibility, and repair costs will be charged to the Client. This includes a floor repainting charge at the end of the hire period.
- 4.3** Damages that affect the hire-ability of the space beyond the Client’s booking period are subject to loss of hire fees chargeable for every day at the standard day rate until full repair has been completed.
- 4.4** Smoking, illegal substances, and dangerous goods are strictly prohibited on the premises.
- 4.5** The Client may not sublease or share the studio with other parties without prior written approval from Mammoth Film Studio.

5 EQUIPMENT & PROPERTY

- 5.1** Any equipment rented from Mammoth Film Studio must be returned in the same condition as received. Damaged or lost equipment will be billed at replacement or repair cost and is subject to loss of hire fees.
- 5.2** Personal property and equipment brought into the studio are the responsibility of the Client. Mammoth Film Studio is not liable for any lost, stolen, or damaged items.
- 5.3** We do not accept any liability for vehicle damage, incidents or other property damage in outside areas belonging to the facility.
- 5.4** All lighting equipment must come through Cinelight London, our in-house supplier. Customers cannot bring in their own lighting equipment, or lighting equipment from another supplier.

6 INSURANCE & LIABILITY

- 6.1** The Client must provide proof of public liability insurance with adequate coverage for activities conducted at the studio. Mammoth Film Studio reserves the right to request a copy before booking confirmation. It is the Client's responsibility to have all other necessary insurances for their project.
- 6.2** Mammoth Film Studio is not liable for any injuries, losses, or damages incurred during the use of its facilities. Security measures beyond what the facility provides as standard are the responsibility of the Client.
- 6.3** In the event of any damage or injury caused by the Client's negligence, the Client will be responsible for indemnifying Mammoth Film Studio against all liabilities, damages, and costs incurred.

7 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 7.1** The Client retains ownership of all intellectual property created during the booking period. Mammoth Film Studio claims no rights to the Client's content.
- 7.2** Mammoth Film Studio may request permission to capture images of the studio in use for marketing purposes but will not disclose any confidential information.
- 7.3** Both parties agree to keep any sensitive or confidential information disclosed during the booking confidential, unless required by law.

8 HEALTH & SAFETY

- 8.1** The Client agrees to abide by all health and safety guidelines provided by Mammoth Film Studio at a minimum.
- 8.2** The Client is wholly responsible for providing their own risk assessments and method statements for all relevant departments associated with their production and for hiring competent and suitably qualified crew.
- 8.3** All safety equipment and procedures must be followed, and the Client is responsible for the safety of all personnel and guests on-site.
- 8.4** Any accidents or incidents must be reported to Mammoth Film Studio staff immediately and an incident report form completed by the Client, which we can provide.

9 FORCE MAJEURE

- 9.1** Mammoth Film Studio will not be held responsible for any failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of nature, fire, flood, government restrictions, or other emergencies.

10 AMENDMENTS & UPDATES

- 10.1** Mammoth Film Studio reserves the right to update or amend these Terms and Conditions at any time. The Client will be informed of any changes before they come into effect.
- 10.2** Continued use of the studio facilities after such changes constitutes acceptance of the new terms.

11 GOVERNING LAW & JURISDICTION

- 11.1** This Agreement is governed by and construed in accordance with the laws of England and Wales.
- 11.2** Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.