

## MUSIC BANK (HIRE) LIMITED

### Terms and Conditions of Equipment Hire

1. a) The Owner is Music Bank (Hire) Ltd  
b) The Hirer is the party named on the Booking Form / Delivery Note and shall be responsible under these terms and conditions to the Owner notwithstanding that the equipment may, upon the Hirer's instruction, be under the custody and control of a party other than the Hirer.  
c) The equipment is that described on the Booking Form.  
d) The hire or rental charges are those shown on the Booking Form.  
e) The sum, for insurance purposes, is the current market value of the equipment.
2. The Owner rents and the Hirer will take the equipment upon hire on these terms and conditions of hire ("Terms").
3. Nothing said or done by any agent or employee of the Owner which varies these Terms shall be binding on the Owner unless in writing and signed by a Director of the Owner.
4. The Hirer shall pay to the Owner all such sums agreed at the time of booking.  
a) In the case of trade customers, the Owner may (but is not bound to) give a discount on standard prices for hire charges only. Any such discount will be shown on the invoice but is revoked if payment is not made within the terms specified on the invoice.
5. All sums payable to the Owner shall be paid to address as specified on Booking Form. Payment made by post shall be at the Hirer's risk.
6. During the period of hire the Hirer shall: -
  - a) punctually pay all sums in accordance with clause 4 above and those terms specified on the Booking Form.
  - b) pay to the Owner interest on overdue payments at the rate of 5% above current base rate for the time being of RBS Plc and calculated from day to day
  - c) i) Keep the equipment in good repair and condition and replace all missing and damaged or broken equipment with equipment or parts of equal quality and value or in default of doing so permit the Owner to take possession of the equipment for the purpose of having repairs carried out and the Owner shall have a lien on the equipment until such repayment but exercise of such lien shall not prevent the accrual of instalments of rental hereunder  
ii) Will at all times during the period of the hire:
    - ensure the equipment is used for the purpose agreed by the Owner and in a proper manner and only by persons having the appropriate qualifications and experience in the use of the equipment
    - take proper care of the equipment and ensure that it is safe and properly stored
  - d) Punctually pay all charges, license fees, rent, rates, taxes and other outgoings payable in respect of any premises in which the equipment may from time to time be placed or kept, and produce to the Owner on demand the last receipts for all such payments, the Owner being at liberty in the event of default by the Hirer under this subclause to make all or any of such payments, and recover the amount thereof from the Hirer forthwith.
  - e) Permit the Owner and any person authorised by him at all reasonable times to enter upon the premises in which the equipment is for the time being placed or kept for the purposes of inspecting and examining the condition of the equipment.
  - f) Keep the equipment at all times in his possession and control and notify the company of the place where it is for the time being and not cause or permit any of the equipment to be so affixed to the premises in which it shall for the time being be situated as to become a fixture.
  - g) Notify the Owner of any change in the Hirer's address and by request from the Owner promptly inform the Owner of the whereabouts of the equipment and advise the Owner when the equipment is being taken outside the UK.
  - h) Indemnify the Owner against the loss of or damage to the equipment or any part thereof from whatever cause arising and whether or not such loss or damage results from the negligence of the Hirer.

- i) Punctually pay for all repairs to or treatment of the equipment and keep the same free from any distress, execution or other legal process.
- j) Not sell, assign, let, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the equipment or any interest therein or create or allow to be created any lien on the equipment whether for repairs or otherwise, nor shall the Hirer remove, deface, obliterate or cover any label, plate or other mark indicating that the equipment is the property of the Owner and in the event of any breach of this sub-clause by the Hirer the Owner shall be entitled (but not bound) to pay to any third party any such sum as is necessary to procure the release of the equipment from any charge encumbrance or lien and to recover such sum from the Hirer forthwith.
- k) Immediately after taking delivery insure the equipment and keep the same insured during the continuance of the hiring against loss or damage by accident, fire and theft to the full replacement value thereof or for such sums specified on the Booking Form under an all-risks policy of insurance in the name of the Owner free from restrictions or excess.
- l) Produce to the Owner evidence that the equipment has been insured in accordance with the provisions of the preceding sub-clause and in default of the Hirer so doing the Owner may insure as aforesaid and recover the cost thereof from the Hirer forthwith.
- m) The Hirer hereby irrevocably appoints the Owner his agent for the purposes of receiving all monies under the said policy and giving a discharge thereof.
- n) Pay to the Owner all expenses (including legal costs on a full indemnity basis) incurred by or on behalf of the Owner in ascertaining the whereabouts of the equipment, taking possession of it by reason of a breach by the Hirer, or any provision of this Agreement and preserving, insuring and storing the equipment thereafter, and of any legal proceedings taken by or on behalf of the Owner to enforce the provisions of this Agreement.

7. a) the hire charge for the equipment commences (unless otherwise expressly agreed in writing) on the day the equipment leaves the premises of the Owner and terminates at the end of the agreed hire period provided that the equipment has then been returned to the Owner in the same condition that it was in at the commencement of hire, fair wear and tear excepted.
- b) In the event the equipment is not returned to the Owner at the end of the agreed period of hire, and/or the Hirer wishes to extend the period of hire, subject to clause 7 d) hereof, the hire charge shall continue to be payable at the same rate until the equipment is returned to the Owner as provided in clause 7 a) above.
  - c) In the event the equipment is lost, damaged or destroyed, subject to clause 7 d) hereof, the hire charge shall continue to be payable at the same rate until such a time as the equipment (if lost) is recovered and returned to the Owner or (if damaged) is repaired and available for rehire or (if destroyed or otherwise lost) is replaced by an equivalent or comparable item available for hire.
  - d) If the Hirer fails to return the equipment to the Owner at the end of the period of hire, the Hirer shall pay such additional hire charges as are shown on the Booking Form up to and until return of the equipment (but without prejudice to the right of the Owner to take such action as may be appropriate to obtain recovery of the equipment).

- 8 a) The Owner reserves the right generally to alter at any time and without previous notice the prices and specifications published but no such alteration shall affect the contract of hire then current.
- b) Where the equipment is lost, stolen, destroyed or damaged by the negligence or wrongful act of a third party the Hirer shall immediately notify the Owner thereof, shall not compromise any claim without consent of the Owner, shall allow the Owner to take over the conduct of the negotiations (except in relation to claims made against the Hirer for personal injuries, loss of use of the equipment, or loss of or damage to the property of the Hirer unconnected with the equipment) and shall at its own expense take such proceedings (in the Hirer's sole name or jointly with the Owner) as the Owner shall direct, holding all sums recovered together with any monies received by the Hirer under any policy of insurance taken out by the Hirer pursuant to this Agreement on trust for the Owner and paying or applying as the Owner directs such parts thereof as is necessary to discharge the Hirer's liability to the Owner at the date of such payment and to compensate the Owner for the loss, theft or destruction of or damage to any part of the equipment, any surplus being retainable by the Hirer for his own benefit.
  - d) The Hirer may determine the hiring at any time by giving three days notice in writing to the Owner and delivering up the equipment to the address specified on the Booking Form or such addresses as the Owner may have previously specified in writing and upon the expiration of such notice and such delivery being made, the hiring shall come to an end but without prejudice to any pre-existing liability of

the Hirer, and the Hirer shall not be entitled to repayment of any sums previously paid by him to the Owner under the Terms of this Agreement, nor to any such credit allowance in respect of any such payments.

e) If the Hirer shall make default in payment of any of the sums payable hereunder or shall fail to observe or perform any of the other Terms and Conditions of this Agreement whether express or implied, the Owner may without prejudice to any pre-existing liability of the Hirer to the Owner by notice in writing served personally on the Hirer or sent to him by prepaid post or left at the above mentioned address of the Hirer or at his current or last known business or private address, determine this Agreement, and upon such notice being so served or sent or left, this Agreement and the hiring hereby constituted shall for all purposes determine and thereafter the Hirer shall no longer be in possession of the equipment with the Owner's consent.

f) If the Hirer shall commit an act of bankruptcy or have a receiving order made against him or shall make any arrangement with his creditors or any assignment for the benefit of such creditors or if distress or execution shall be levied or threatened upon any of the Hirer's property, or any judgment against the Hirer shall remain unsatisfied for more than fourteen days, or if the Hirer shall abandon the equipment, then this Agreement shall automatically and without notice determine and thereupon the Hirer shall cease to be in possession of the equipment with the Owner's consent.

g) Upon termination of this Agreement pursuant to clauses e) and f) hereof the Owner may without notice retake possession of the equipment, and may for that purpose by himself, his servants or agents without previous notice enter upon any land or premises on or in which the equipment or any of it is believed by the Owner to be situated.

h) The equipment shall remain the property of the Owner and nothing contained in this Agreement shall confer or be deemed to confer interest in the equipment on the Hirer.

i) The Hirer shall take the equipment in the condition in which it is in at the date of this Agreement and shall also at the time satisfy himself that the equipment is suitable for the Hirer's purposes. The Owner does not in any way represent or warrant that the equipment is of merchantable quality or suitable or fit for the particular or any purpose for which it is or may be required.

j) No liability (save for death or personal injury caused by the negligence of the Owner) shall attach to the Owner either in contract or in tort for loss, injury, damage howsoever sustained by reason of any defect in the equipment whether such defect is latent or apparent on examination or without prejudice to the generality of the foregoing in the operation, setting up, packing away, moving, transporting or any like manner where by reason of the presence of the equipment any losses, injury or damage shall be sustained.

k) Any notice given to the Hirer under this Agreement shall be validly given if served by any of the methods specified in clause e) hereof and shall if sent by post be conclusively deemed to have been received by the Hirer within forty-eight hours after the time of posting.

l) Any failure or forbearance on the part of the Owner to enforce any of the terms contained in these Terms and Conditions shall not constitute a waiver of that term.

## Terms and Conditions – Studio Bookings

Music Bank (Hire) Ltd  
("The Company")  
Terms and Conditions – Studio Bookings

### TERMS AND CONDITIONS OF SERVICES:

#### PURPOSE AND UNDERSTANDING:

These Conditions shall apply as between the Company and the Client (as specified in the booking form ("the Client")) in respect of the Services provided under the Contract.

A number of words are used in these Conditions which have special meanings. Where this is the case the relevant words as defined begin with a capital letter. The meanings of these specially defined words and other guides to understanding these Conditions can be found at the end of these Conditions.

#### SERVICES:

The Client pursuant to the Contract engages the Company to provide the Services to the Client and the Company agrees to provide the Services for the Term subject to these Conditions with reasonable care and skill. All proposals made, quotations given, instructions accepted, and contracts entered into by the Company with any person for the supply of the Services are subject to these Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Client. Any changes or additions to the Services or these Conditions must be agreed in writing by the Company.

Unless otherwise agreed by the parties in writing, the Client shall at its own expense supply the Company with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Company to provide the Services in accordance with the Contract and the Conditions. The Client shall ensure the accuracy of all Client Material and clarity of any instructions.

The Services shall in so far as is reasonably practicable be provided in accordance with the specification (if any) but subject to these Conditions and shall be performed at such times as the Company shall in its sole discretion decide and during its normal business hours excluding United Kingdom public holidays or, alternatively as expressed in the Studio Booking Form.

The Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

The Client shall afford to the Company all reasonable co-operation in all matters relating to the performance of the Company's obligations under the Contract. In particular but without limitation to this Clause, the Client shall:

- promptly and fully respond to all communications of the Company relating to the provision of the Services and ensure (if applicable) that appropriate and suitably qualified members of the Client's staff are at all reasonable times available to liaise with the Company on matters relevant to the provision of the Services;
- obtain or assist the Company to obtain at the Client's cost all necessary licences and consents required or reasonably necessary to enable the Company to properly and lawfully provide the Services to the Client;
- provide proper and clear instructions to the Company in respect of its requirements in relation to the Services, the Additional Services or in connection with the Contract;
- pay all Charges promptly when due and if not paid on the due date to pay such applicable default interest at the specified rate from time to time in force.

The Company may elect to suspend the provision of Services if the Client is in breach of the provisions of the Contract and these Conditions and may at its entire discretion first serve notice of its intention to suspend provision of the Services and allow the Client seven (7) days to remedy such breach failing which the Services shall be suspended upon notice without prejudice to the payment obligations and liability of the Client.

#### CHARGES AND PAYMENT:

The Company's Charges for the relevant Services are due and payable as specified in the Contract or any Charges Sheet and will be made promptly in pounds sterling.

All Charges and sums quoted (unless otherwise specified) are exclusive of any VAT, for which the Client shall be additionally liable at the applicable rate from time to time.

If the Charges are not paid by the due dates, interest shall accrue on the unpaid portion of the Charges at the rate of 5 per cent per annum above the base rate from time to time of RBS plc in accordance with the terms of the Late Payment of Commercial Debts (Interest) Act 1998. If any payments remain outstanding for 3 (three) days or more, the Client's access to the Services may be suspended. The Client agrees to pay all fees incurred by the Company in collecting outstanding Charges or sums.

Subject to any special terms agreed in writing by the parties, the Client shall pay the Charges and any expenses together with such additional sums which are agreed between the Company and the Client for the provision of the Services and any Additional Services or which, in the Company's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.

In the absence of agreement, the Company's standard charges and rates shall apply. The Company shall be entitled to vary its standard Charges from time to time by giving not less than fourteen (14) days' written notice to the Client.

Upon receipt by the Company of an instruction or request for certain services, the Company may prepare an estimate for approval. Following approval by the Client of such estimate, an invoice will be sent to the Client for 50% of the total estimated costs (exclusive of postage) for professional services, materials, agency mark-up etc. as shown in the approved budget (if any). Payment of this invoice shall be due within ten (10) days of the date of invoice. A reconciliation and final invoice (where relevant) will be prepared, including a summary of fees and expense invoices. Payment of such reconciliation invoice shall be due within ten (10) days of invoice date. The Client shall reimburse the Company for all out of pocket expenses, travel costs and expenses, operating costs, and disbursements incurred by it in connection with the Services.

#### AUTHORISATION AND MATERIALS:

The property, copyright and any other intellectual property rights in any Client Material shall belong to the Client.

The property, copyright and any other intellectual property rights in any the Company Material shall belong to the Company, subject only to the right of the Client to use the Company Material during the Term.

The Client represents to the Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, information or other copyright work provided to the Company for the Services are owned exclusively by the Client, or that the Client has permission from the rightful owner to use such material, and will indemnify the Company and its sub-contractors from any claim, liability or suit arising from the use of such elements or materials furnished by the Client.

The Client confirms and authorises the Company to access and use the Client's data, database and materials in respect of the provision of the Services. The Client shall indemnify the Company on a full indemnity basis against any loss, damages, costs, expenses or other claims arising from any infringement resulting from use of the information supplied.

The Client warrants that any Client Material and its use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party. The Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

#### DATA PROTECTION:

The Client is responsible for ensuring that any "Personal Data" (as defined by the Act) it supplies to the Company has been collected within the terms of the Data Protection Act 1998. The Company agrees to process the data in accordance with lawful and reasonable written instructions provided by the Client.

#### COMPLETION AND ACCEPTANCE:

The Company agrees to work expeditiously to provide the Services on the agreed terms and no later than the agreed date in respect of the Contract. The parties shall agree the relevant sign off and acceptance for the Services in accordance with the Company's standard procedures.

The Client shall be deemed to have accepted the work in relation to the Services if they have not been rejected on or before the day after completion (where applicable).

Time shall not be of the essence in respect of the provision of Services notwithstanding any provision to the contrary.

#### INTELLECTUAL PROPERTY RIGHTS:

The tangible work product specifically produced by the Company for the Client (including the business and marketing plan, creative designs, and copy or artwork, mechanical art, illustrations, photographs, letters, brochures, mailing packages and advertisements), shall be the sole property of the Client. The Company agrees that such work product may not be provided to a third party without the express written consent of the Client. Save as otherwise provided, any intellectual property in any Client database shall belong to the Client, and the intellectual property in any software, specifications, material, procedures, data or intellectual property of the Company used in the preparation of or which is embedded within the material produced by the Company shall remain the property of the Company.

All confidential information, copyright works, database rights, toolsets, inventions and patent rights and all other intellectual property rights subsisting at the commencement of the Services and which may be utilised by either party in the course of performing the Services or the project shall remain the property of the originating party.

Notwithstanding any provision to the contrary, nothing in these Conditions or in relation to any project or the provision of Services shall deprive the Company or grant the Client rights to any of the Company's research, know-how functionality or methodology document, supplementary knowledge and design or technology process including as used by the Company in its general business or for its database management business. In the event that new inventions, designs or processes evolve in performance of the Services or as a result of the Contract, the Client acknowledges that the same shall be the property of the Company unless otherwise agreed in writing by the Company.

#### LIMITATION OF LIABILITY OF COMPANY:

The entire liability of the Company to the Client under or in connection with the Contract and these Conditions (whether in respect of the provision of the Services, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the amount of the Charges paid by the Client to the Company for the provision of the Services for the period not exceeding two (2) months.

The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or any other fault of the Client. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client by reason of any representation (unless fraudulent), or any term or any duty for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss, loss of goodwill, data and all other such loss (whether or not arising in the normal course of business), or other economic loss or other claims however caused under the Contract or the provision of the Services.

The Client agrees and acknowledges that the allocation of risk in this clause is fair and reasonable in the circumstances having been taken into account by the Company in setting the level of Charges and agreeing the extent of Services.

The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation in connection with any goods, equipment and possessions belonging to the Client. The Company's insurance does not cover the Client's goods, equipment and possessions. The Client is advised to insure its own goods, equipment and possessions with a reputable insurer.

#### TERM AND TERMINATION:

The Term of the Contract shall be as specified in the Contract by the parties as expressed in the Studio Booking Form.

In the event that the Client notifies the Company that it wishes to terminate the Services prior to the Completion date expressed in the Studio Booking form, the Client agrees, notwithstanding such desire to terminate the Services prior to the date expressed in the Studio Booking Form, to pay the Company its full charges for the entire Term as expressed in the Studio Booking Form, but without prejudice to the Company's rights in respect of the foregoing, the Company may at its sole discretion seek an alternative booking for its Services for the balance of the Term by a third-party, and in the event that the Company succeeds in establishing such alternative booking, the Company will rebate to the Client such monies as would be proportionately and properly due to the Client in respect of such unutilised period of the Term.

The Contract may be terminated by either party immediately if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within twenty-one (21) days of a written request to remedy the same;

- by either party upon service of one (1) months' notice in writing to the other;
- forthwith by the Company upon notice if the Client fails to make payment of any sums due or Charges pursuant to the Contract or Services on the due date;
- forthwith by either party if the other shall convene a meeting of its creditors (or be made bankrupt, if an individual) or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented (and not discharged within fourteen (14) days) or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
- forthwith by the Company upon notice if any analogous event to the matters set out in the foregoing sub-clause occurs in relation to the Client in its jurisdiction or under applicable law.

In the event the Client notifies the Company that it wishes to terminate the Services by giving not more than 7 working days' notice, the Client agrees to pay to the Company its full charges for the entire term to the date expressed in the Studio Booking Form without any deduction.

In the event that the Client notifies the Company that it wishes to terminate the Services by giving not less than 14 working days' notice, the Company agrees to charge one half of the full charges for the entire term to the date expressed in the Studio Booking Form.

In the event that the Company notifies the Client that it wishes to terminate the Services by giving not less than 14 working days' notice, the Company agrees to charge for the entire term to the date expressed in the Studio Booking Form on a pro-rata basis based on the number of days rented by the Tenant. Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

#### FORCE MAJEURE:

The Company shall not be liable for any default (or deemed to be in breach of contract) by reason of any delay due to any circumstance beyond their reasonable control.

#### NON-SOLICITATION:

During the Term and for a period of twelve (12) months thereafter (except with the prior written consent of the Company), the Client shall not induce, solicit or employ (whether as an employee, agent, partner or consultant or any other form of employment or engagement) any employee of the Company directly associated with the Contract and the provision of the Services or other management of the Contract or any significant part of it.

#### DISPUTE RESOLUTION:

The parties will each use their reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to the Contract, these Conditions, the Services or any breach of contract. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, the dispute shall be referred to the senior representatives nominated by the managing director of the Company and the Client's managing director who will meet in good faith in order to try and resolve the dispute.

If the dispute or difference is not resolved as a result of such meetings either party may (at such meeting or within ten (10) days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("the Adviser") before resorting to litigation with costs shared equally. If the parties fail to reach agreement in the structured negotiations within twenty-one (21) days of the Adviser being appointed, either party may then refer any dispute to litigation.

#### CONFIDENTIAL INFORMATION:

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

#### WARRANTIES:

The Company makes no express warranties and specifically disclaims any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services under the Contract and these Conditions to the extent permissible by law.

The Company does not guarantee, and nothing contained in the Contract or these Conditions shall be construed as a guarantee, that the Service performed or to be performed by the Client will achieve any projected level of results.

The Client hereby unconditionally warrants that it will be responsible and liable to the Company for any damage of whatsoever nature caused to any Company property by the Client, its officers, its associates, its guests, or its invitees, and agrees to pay upon demand for the repair or rectification of such damage or for the replacement of that damaged property as the Company in its sole discretion deems appropriate, howsoever that damaged has been caused.

#### NOTICES:

Any notice or other communications to be given under the Contract shall be in writing and may be delivered by hand or sent by first class prepaid recorded delivery post (or if the recipient is in another country by prepaid airmail) to the relevant address(es) stated in the Contract (or to such other address as the addressee may from time to time have notified for that purpose) or sent by facsimile transmission to the relevant number.

Communications shall be deemed to have been received, if delivered by hand at the time of delivery, if posted two (2) working days (seven (7) working days if prepaid airmail) after posting, and if sent by fax transmission, at the date of transmission.

#### ACKNOWLEDGEMENTS AND GENERAL MATTERS:

The parties acknowledge that the Services are not fault free and it may be impaired by matters, conditions or circumstances beyond the Company's control and the Client will be entitled to the quality of Service generally provided by the Company to their customers.

The Client agrees that (save in respect of statements made fraudulently) it shall have no remedy in respect of any untrue statement upon which it relied in entering the Contract and that its only remedies shall be for breach of contract.

It is acknowledged that the Company shall not be liable for breach of contract or any other failure or defect in performance of the Services (or any Additional Services, work or project) which are performed other than by employees of the Company or performed by the Client or its agents or their employees or by any other third parties.

If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provisions eliminated.

The Company may employ sub-contractors for carrying out any part of the Services.

These Conditions (together with the terms (if any) set out in the Contract, any Services Sheet or specification and/or Charges Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

All other warranties, terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

In the event of any conflict between the provisions of these Conditions and the Services Sheet or Charges Sheet, these Conditions shall prevail. In the event of any conflict between the Contract provisions and these Conditions, the parties shall adopt the meaning which best gives commercial efficacy to the Contract having regard to the Company's original intention.

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

The parties acknowledge and agree that the Contract shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties and except as otherwise expressly provided or agreed neither party shall have the power to bind the other without the other's prior written consent. The Client shall not assign all or any of its rights or obligations under this Agreement without the written consent of the Company.

Except as expressly provided (including in respect of indemnity), the parties do not intend any term of this Contract to create any rights or benefits to any other party other than the parties to the Contract or to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any third party which exists or is available apart from the Act.

If any provision of the Contract or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract or these Conditions and the remainder of the provision in question shall not be affected.

The Contract and these Conditions shall be governed by the law of England and Wales, and the Client submits to the exclusive jurisdiction of the courts of England and Wales.

#### INTERPRATATION:

In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise:

"Additional Services" - any other services other than the Services agreed to be provided by the Company to the Client on agreed terms and set out as such in an Additional Services Sheet or specification;

"Charges" - the Company's charges as set out on the Studio Booking Sheet and from time to time any further amounts for the provision of the Services;

"Company Material" - any Documents or other materials, and any data or other information provided by the Company in connection with or relating to the Services;

"Client" - the person, company, firm or entity being party to the Contract and to whom the Services are provided;

"Company" - Music Bank (Hire) Limited or any of its associates;

"Confidential Information" - all and any information (including information of whatever nature relating to the technology, financial or business as a result of the Contract).

"Contract" - the contract between the Company and the Client (in whatever form) for the provision of the Services to which these Conditions relate (whether or not appended, incorporated or attached) and as expressed as to terms in the Studio Booking Form, or alternatively, the Studio Booking Form per se;

"Client Material" - any Documents or other materials, and any data or other information provided by the Client relating to the Services;

"Documents" - includes, in addition to a document in writing, any map, data, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying any other data;

"Services" - the services agreed to be provided by the Company to the Client and set out in the Studio Booking Form and any Additional Services Sheet (and the "Services" shall include the Additional Services where the context admits) and/or Contract and may include any services which the Company may from time to time agree to provide to the Client;

"Services Sheet" - the sheet or document setting out the Services agreed to be provided under or pursuant to the Contract as expressed in the Studio Booking Form, or alternatively, the Studio Booking Form per se;

"Term" - the period from the start date to the end or completion date (being and including any minimum or initial period for the provision of the Services) as set out or agreed under the Contract as expressed in the Studio Booking Form and continuing thereafter in full force and effect unless terminated in accordance with the provisions of these Conditions;

"VAT" - value added tax.

## GENERAL TERMS AND CONDITIONS FOR MUSIC BANK (HIRE) LIMITED- LICENCE FOR A CAGE TO STORE GOODS

### 1. INTERPRETATION

In these terms and conditions, the following words have the following meanings: -

**Access Hours** the hours We permit You to access the Cage;

**Conditions** these terms and conditions, including the General Conditions and any additional terms and conditions that apply to the particular licence You have;

**Deposit** the amount specified on the Licence Form;

**Due Date** the Start Date for the first four weeks of this Licence and the corresponding date for each following period of four weeks, or such other date We agree in writing with You;

**General Conditions** the Conditions set out from Conditions 1 of This Licence;

**The Goods** anything You store in the Cage at any time during the Licence Period;

**Licence Form** the Licence Form You have signed and completed;

**Licence Period** the period commencing on the Start Date and ending on the Termination Date;

**Minimum Storage Period** the minimum storage period stated on the Licence Form;

**Other Charges** Our fees for (each, as applicable): the sale of general merchandise, extended access, transportation, rental of equipment, electricity or any other service (and any VAT payable) that may be incurred by You from time to time;

**Our Licence Fees** the amount specified on Your invoice (based on the monthly fee specified on the Licence Form) plus any Other Charges which shall also be paid by You where it is or becomes applicable;

**Premises** Our premises at Music Bank. Unit 4, Chandos Park, Chandos Road, Park Royal, London. NW10 6N];

**Prompt Payment** payment on the Due Date or within two (2) working days afterwards;

**Cage** means the cage(s) that We allocate for Your use from time to time;

**Start Date** the date specified on the Licence Form;

**Termination Date** the date of termination of this Licence in accordance with Condition 17;

**Termination Notice Period** the period of written notice stated on the Licence Form;

**This Licence** the licence entered into between You and Us, which includes the Conditions and the Licence Form;

**We, Us, Our** Music Bank (Hire) a company incorporated in England & Wales with registered number 02949015 whose office is at [Sarm Music Village, 105 Ladbrooke Grove, London. W11 1PG];

**You, Your** the Licensee named on the Licence Form; and

**Your Debt** has the meaning described in Condition 9.

### 2. VAT

VAT will be chargeable on sums payable where required by the UK VAT legislation.

### 3. CAGE SIZE

All Cage sizes are approximate, and We accept no responsibility for their accuracy. In agreeing to Our Licence Fees, You accept that they apply to the Cage You use.

### 4. STORAGE

So long as Your Licence Fees are paid up to date, without limiting Condition 10, We licence You, but no other person to use the Cage in accordance with this Licence during the Licence Period.

### 5. GOODS

You are deemed to have knowledge of the Goods in the Cage. We do not have and will not be deemed to have knowledge of the Goods, or of the nature, condition or state of repair of any Goods.

### 6. NO TENANCY

This Licence does not:

- i. create a tenancy or lease or the relationship of landlord and tenant between You and Us; or
- ii. mean that We are bailees, custodians or warehousemen of the Goods.

## 7. DEPOSIT

- 7.1 You must pay Us the Deposit when You sign this Licence. The Deposit will be returned to You (without interest) after this Licence terminates, less any amount We may deduct to cover:
- i. any breach of Conditions 11.2 to 11.5;
  - ii. Your Debt or any unpaid removal or other charges;
  - iii. any other obligation to Us that You have not performed; or
  - iv. any sums accruing in respect of repairs or cleaning or the making good of Your breach of this Licence or the Conditions which We consider is required as a result of the storage of the Goods within the Premises, in order to bring the Premises up to substantially the same standard and condition as it was at the Start Date.
- 7.2 We will refund the Deposit (or the balance of it if We have made any deductions) to You within fourteen (14) days of the Termination Date. Any such refund will be by company cheque or an electronic transfer to a credit/debit card. No refunds will be given by cash monies.

## 8. LICENCE FEES

- 8.1 When You sign the Licence Form, You must pay Us Our Licence Fees for the Minimum Storage Period. After that, You must pay Our Licence Fees on the Due Date. All sums payable to Us under this Licence will become due immediately upon termination of this Licence in accordance with Condition 17.
- 8.2 It is Your responsibility to make sure that payment is made directly to Us on time and in full throughout the period of storage.
- 8.3 If You pay by direct transfer, You must make sure that You identify the payment clearly so that We can easily see that it relates to Your account.
- 8.4 If You do not pay any of Our Licence Fees by their Due Date We may immediately without notice to You withdraw any further discounts, deductions or other rebates on Our Licence Fees agreed to be granted by Us to You.
- 8.5 If You do not pay Our Licence Fees within ten (10) days after the Due Date, You must immediately on demand pay Us an administrative charge for late payment (the "Late Charge") which is the larger of 10% of Our (4 weekly) Licence Fees or £10. If Your failure to pay Our Licence Fees continues for fifteen (15) days or more after its Due Date and/or You fail to pay the Late Charge on demand, We may (as an alternative) require You to pay Us interest on the amounts outstanding shall incur interest at the rate of 5% above the base rate of Lloyds Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment. The Late Charge or interest shall be payable even if We exercise the right of sale under this Licence.
- 8.6 Where You have more than one licence with Us, all will form one account with Us and We may choose to apply any payment made by You or on Your behalf for this Licence against any debt due from You to Us on any licence in the account.
- 8.7 Every time any amount submitted by You by way of payment of Our Licence Fees is dishonoured, You must immediately on demand pay Us an administrative charge of £10. In addition, once a payment method has been dishonoured, We can no longer accept payment in this form and require payment of Your outstanding account by cash, debit card or credit card.
- 8.8 If You make a part payment of any of Our Licence Fees outstanding under this Licence and We retain Your part payment, this will not affect Our ability to take any action against You or to exercise any rights that We have under this Licence in respect of Our Licence Fees that remain outstanding from You. The time period from which We may take such action will still start from the Due Date on which the original Licence Fees were due, and the Due Date will not be extended as a result of Your part payment.

## 9. DEFAULT – RIGHT TO SELL OR DISPOSE OF GOODS

- 9.1 We take the issue of Prompt Payment very seriously. It is very important that You make Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to Us from time to time under this Licence or any other agreement between You and Us (in this Licence called "Your Debt").
- 9.2 If You do not make Prompt Payment of Your Debt, You agree that the Goods are left in the Cage at Your sole risk; We exclude any liability in respect of the Goods when payment of Our Licence Fees or charges is overdue; and We may immediately exercise the lien described in this Licence. A lien means that We have a right to

retain the Goods until We have received full payment of Your Debt, and We may sell or dispose of the Goods as described below. We have a lien over the Goods for Your Debt until payment of Your Debt in full has been received by Us in cash, by bank transfer or, if by cheque, until the cheque has been paid by Your bank.

9.3 The following Conditions apply to Our right of lien:

- i. We are entitled to continue to charge You, and You shall pay Us, fees and charges at the same rates as under this Licence from the date Your Debt becomes due until payment is made in full or the Goods are sold or disposed of; and
- ii. in default of the Prompt Payment of Your Debt, You authorise Us:
  - a. to refuse You and Your agents' access to the Goods, the Cage and the Premises, and to overlock the Cage;
  - b. to access the Cage and inspect and remove the Goods to another Cage or off the Premises; and
  - c. apply the Deposit against Your Debt and, if the Deposit is insufficient to clear Your Debt in full, to hold onto and/or ultimately dispose of some or all of the Goods as described in this Condition 20, and You will be required to pay our costs of taking this action, including any costs associated with accessing the Cage, cleaning the Cage and disposing of or selling the Goods.

9.4 If Your Debt is not paid thirty (30) days after the Due Date or if You fail to collect the Goods after We have required You to collect them or if You fail to collect the Goods upon expiry or Termination Date of this Licence, subject to Condition 21 We may sell the Goods as if We were the owner of the Goods and We will pass all ownership to the Goods to the buyer.

9.5 We will use the proceeds of sale to pay first the reasonable costs incurred by Us in administering the debt collection and sale process. These costs will include (for example) auction costs, removal costs, cleaning costs and charges for Our own time secondly to pay Your Debt and to hold any balance for You. We are not required to give You an interest on the balance; if the proceeds of sale are insufficient to discharge: all or any part of the costs described in this Condition; and Your Debt, You must pay any balance outstanding to Us within seven (7) days of a written demand from Us, which will set out the balance remaining due to Us. Interest will continue to accrue on Your Debt until payment has been made. Before We sell the Goods, We will give You notice in writing (provided by email, and/or where We consider it necessary, by hand, registered letter or recorded delivery service) of the amount of Your Debt at the date of the notice and that if You do not pay Your Debt within 10 days of the date of the notice, We will sell the Goods. We do not agree to give You any further notice of any intended sale.

9.6 We will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.

9.7 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost (and this cost will be added to Your Debt).

9.8 We may also dispose of Your Goods if Your Goods are damaged due to fire, flood or any other event that has made the Goods (in Our opinion) severely damaged, of no commercial value, or dangerous to people or our Premises. We do not need Your prior approval to take this action, but We will send notice to You within seven (7) days of assessing the Goods (or, where possible, We will try to give You prior notice).

9.9 You agree that We may immediately move, sell or dispose of any items that You leave unattended in common areas or outside of Your Cage at any time with no liability to You. Where possible, We will try to give You prior notice.

## 10 ACCESS

10.1 You have the right to access the Cage at any time during the Access Hours of the Licence Period only for the purposes of depositing, removing, substituting or inspecting the Goods and Your regular inspection of the Cage for damage or unsuitability of the Goods. You are not permitted to have access to the Cage for any other purposes or outside Access Hours (unless You have paid to have extended access). We will try to provide advance warning of changes in Access Hours by notices at the Premises, but We may change Access Hours to other reasonable access times at any time without giving any prior notice.

10.2 Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Cage (this includes any ("Authorised Person – Access Person" you nominate on the Licence Form). Any such person is Your agent for whose actions You are responsible and liable to Us and to other users and licensees of Cages

at the Premises. You may withdraw any authorisation at any time, but the withdrawal will not be effective until We receive it in writing. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Licence or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents' access at any time if We consider that the safety of any person at the Premises, or the security of the Cage or its contents, or other Cages at the Premises or their contents may be put at risk.

10.3 You permit Us and Our agents and contractors to access the Cage and if necessary, We may break the lock to gain access to the Cage:

- i. if We give You not less than seven (7) days' notice so that We may inspect the Cage or carry out repairs, maintenance and alterations to it or any other Cage or part of the Premises; and
- ii. at any time without notifying You beforehand (but We will give You notice as soon as practicable afterwards as long as We are not prevented by law from telling You);
- iii. if We reasonably believe that the Cage contains any items described in Condition 11.2 or is being used in breach of Condition 11.4 and 11.5;
- iv. for the purpose of checking whether the Cage contains any items described in Condition 11.2 or if We reasonably consider that such access is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property;
- v. if We are required to do so by the Police, Customs, Fire Services, Local Authority, by a Court Order, by a competent authority or by law;
- vi. for any purpose if We believe it is necessary in an emergency;
- vii. to obtain access for relocation purposes in accordance with Condition 12;
- viii. to obtain access in accordance with Our powers if You have not made Prompt Payment of Your Debt; or
- ix. to prevent injury or damage to persons or property.

## 11 CONDITIONS

11.1 You must ensure that the Cage is locked so as to be secure from unauthorised entry at all times when You are not using the Cage. We will not be responsible for locking any unlocked Cage. You should not leave Your key with or permit access to Your Cage to any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not any such person is Our employee or agent. We do not accept any liability for any person (including Our employee or agent) holding Your key and having access to Your Cage and any such person acts as Your agent only.

11.2 You must not store or keep (and You must not allow any other person to store) any of the following in the Cage:

- i. food or perishable goods unless approved by Us and provided that they are protected from and do not attract vermin;
- ii. plants, birds, fish, animals or any other creatures, but this will not prevent You (or someone authorised to use the Cage) from bringing a guide dog with You to the Cage during Your visit to the Cage;
- iii. combustible, flammable, explosive or oxidising materials, liquids or gases e.g. paint, petrol, oil, cleaning solvents, gas cylinders,
- iv. cellulose nitrate film or fireworks;
- v. firearms, weapons, ammunition, explosives or the components thereof;
- vi. chemicals, radioactive materials, biological agents or asbestos;
- vii. pollutants, toxic or hazardous materials or contaminated goods or other materials of a potentially dangerous nature;
- viii. any item which emits any fumes, smell or odour;
- ix. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods, illicit (smuggled/counterfeit) tobacco, illicit alcohol, unlicensed medicines or unsafe goods (including toys, electrical items, cosmetics and fireworks);
- x. compressed non-flammable gases without Our written consent and in accordance with Our specific requirements;

- xii. any item of high value requiring specialist storage (including without limitation jewellery, money, bullion, deeds, bonds, securities, stamps, antiques, fine art or fine wines;
- xiii. tyres; or
- xiii. waste materials including any materials or goods for export deemed to be waste e.g. used electrical equipment (unless tested and certified for re-use), used vehicles or parts thereof, and You will be liable under Condition 43 if You store or keep any of these items in Your Cage.

11.3 You must ensure that when the Goods are presented for storage, they will be securely and properly packed and in such condition so the Goods do not to cause damage or injury to the Premises or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way.

11.4 You must not (and You must not allow any other person to):

- i. use the Cage or do anything at the Premises or in the Cage which may be or may become an annoyance or nuisance to Us or the users or licensees of any other Cage or any person at the Premises;
- ii. do anything at the Premises or in the Cage which may invalidate any of Our insurance policies or those of other Cage users or licensees or increase the premiums payable on them;
- iii. use the Cage as living accommodation;
- iv. use the Cage as a home address or business address and not use the address of the Premises or the Cage for receiving or sending mail without our prior permission;
- v. use the Cage as an office,
- vi. paint, spray paint or do any mechanical work of any kind in the Cage;
- vii. attach anything to the internal or external surfaces of the Cage or make any alteration to the Cage;
- viii. allow any liquid, substance, smell or odour to escape from the Cage or any noise to be audible or vibration to be felt outside the Cage;
- ix. cause any damage to the Cage or any other Cage or the Premises or its facilities or to the property of Us or any other Cage users or licensees or other persons at the Premises and if You cause any damage You must (at Our choice) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation to other Cage users or licensees;
- x. leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Premises and You must at all times be courteous to others and take reasonable care for Your own safety and that of others in using these areas;
- xi. leave any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You do not comply with this Condition;
- xii. connect anything to any power point without Our consent. Any electrical appliance connected must be placed on a proper surface in an area dedicated for their use;
- xiii. ignore any regulations in force from time to time at the Premises and in particular You undertake to observe and comply with the "No Smoking" policy that is in effect in the Premises and its common parts; or
- xiv. display any signs at the Premises without our written consent.

11.5 You must (and You shall ensure that Your agents):

- i. use reasonable care when at the Premises or using the Cage and take all reasonable care in respect of the Cage, the Premises, and the property of Us or any other Cage users or licensees or other persons at the Premises;
- ii. inform Us immediately of any damage or defect to the Cage;
- iii. comply with the reasonable directions of any of Our employees, agents and contractors at the Premises and any further regulations or instructions for the use, safety and security of the Cage and the Premises which We may issue from time to time;
- iv. pay for the reasonable cost of repairs or cleaning or making good to Your Cage or Our Premises, of any damage caused by You or Your agents, including any damage caused by Your removal, haulage or delivery contractors, or any disposal of refuse or waste;
- v. maintain all electrical equipment used in the Cage in accordance with Health and Safety standards and all compliance legislation. All items must be safely connected. All electrical equipment must be

PAT tested every year. This will be carried out by contractors We have approved. We will give You notice of the test date. The cost of these annual tests will be recharged to You as part of the Other Charges; and

- vi. comply with all environmental regulations in force from time to time at the Premises, including without limitation, those relating to recycling, waste disposal, energy and water usage and energy saving.

11.6 You must ensure that Your goods are insured at all times.

## 12 RELOCATION

12.1 This Licence does not give You any right to exclusive possession of the Cage. We may at any time relocate You to another Cage specified by Us, which shall not be smaller than the current Cage:

- i. in the event of a fire or flood or other incident or occurrence at the Premises which in Our opinion requires the Cage or any part of the Premises to be closed or sealed off, and We will try and give You seven (7) days' written notice 5 but this may not always be possible; or
- ii. by giving You seven (7) days' written notice if We close the Premises or any part of the Premises for redevelopment, in these circumstances, where We have given You prior notice, You shall remove the Goods from the current Cage and move them to the new Cage. If You do not arrange for the removal of Goods to the alternative Cage by the date specified in Our notice (where applicable), We and Our agents and contractors may enter the Cage and arrange for removal of the Goods. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or damage caused wilfully or negligently by Us and Our agents and contractors, which is subject to limitation of Our liability contained in Condition 14).

12.2 If the Goods are moved to an alternative Cage, this Licence will be varied by the substitution of the alternative Cage number but shall otherwise continue in full force and effect and Our Licence Fees at the rate set out on the Licence Form will continue to apply to the alternative Cage.

## 13 OTHER CONDITIONS

13.1 Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to the restrictions in Conditions 11.2 and 11.4), You must ensure that the Cage is fit for Your purpose and suitable for the storage of the Goods that You store or intend to store in it. We do not warrant or represent that any Cage allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Cage before storing Goods in the Cage and from time to time throughout the period of this Licence.

13.2 We may refuse to permit You to store any Goods or require You to collect any Goods from the Cage if in Our opinion the safety of any person at the Premises, or the security of the Cage or its contents, or other Cages at the Premises or their contents would be put at risk by the storage or continued storage of any such Goods.

## 14 RISK AND RESPONSIBILITY

14.1 Without limiting Condition 14.2, storage of Goods in the Cage is at Your sole risk. You will be responsible for and bear the risk of any and all theft, damage to, and deterioration of the Goods except where it is caused by Our negligence or breach of contract (in which case our total liability shall in no circumstances exceed the full replacement value of the Goods as specified by You on the Licence Form). Without limiting the rest of this Condition, We exclude all liability in respect of loss or damage:

- i. to Your business (if any), any business interruption or loss of any business opportunity or profits, or for any indirect loss or damage to Your business; or
- ii. that is a not foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both We and You knew that the loss might happen.

14.2 We do not exclude liability to You where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation, for physical injury to or the death of any person and which is a direct result of Our negligence or wilful default or that of Our agents and/or employees or for breach of Your legal rights in relation to the services.

- 14.3 We do not insure the Goods. You must ensure that Your goods remain insured at all times while they are in storage against all Normal Perils for their full replacement value (as specified by You on the Licence Form). You will not allow this insurance cover to lapse throughout the Licence Period. You will also make sure that the total value of Goods in the Cage does not exceed the full replacement value (as specified by You on the Licence Form or such alternative amount that You notify to Us in writing from time to time). Normal Perils for this Licence means actual physical loss of or damage to Goods caused by fire, lightning, explosion, earthquake, aircraft or articles dropped from them, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, moth, insect or vermin, theft accompanied by forcible and violent entry to or exit from the building or Cage, riot, strike, civil commotion, malicious damage, and impact by vehicles of any kind.
- 14.4 You must supply Us with evidence that You have taken out such insurance cover before this contract can be signed and promptly if We request for You to provide evidence throughout the Licence Period. If We have told You that You are required to hold public liability insurance, You will provide Us with evidence of Your public liability insurance and a copy of the policy upon Our request. You will not allow any insurance cover We require You to hold to lapse throughout the Licence Period. Inspection by Us of any insurance documents provided by You to demonstrate cover does not mean that We have approved the cover or confirmed it is sufficient.
- 14.5 You will be liable for and You will compensate Us for the full amount of all claims, demands, liabilities, damages, costs and expenses incurred by Us or by any of Our employees, agents or other Cage users or licensees or persons at the Premises which arise out of:
- i. the use of the Cage or the Premises by You or any of Your employees, agents or invitees (including relating to the ownership or storage of Goods in the Cage);
  - ii. Your breach of this Licence or a breach by any of Your agents;
  - iii. any dispute as to the ownership of the Cage or as to the person who is entitled to law to have possession of the Cage; and/or
  - iv. Our enforcement of any of the Conditions of this Licence.
- 14.6 You agree to comply with this Licence and all relevant laws and regulations that are or may be applicable to the use of the Cage. This includes laws relating to the Goods which are stored and how You store the Goods. You are responsible for any breach of those laws, and You must compensate Us for the full amount of all claims, liabilities, demands, damages, costs and expenses We incur due to Your breach of laws.
- 14.7 If We have reason to believe that You are not complying with all relevant laws, We may take any action We believe to be necessary, including:
- i. the action outlined in Conditions 10.3 and 17.1 (i);
  - ii. contacting, cooperating with and/or submitting Goods to the relevant authorities; and/or
  - iii. immediately disposing of or removing the Goods at Your cost, and You agree that We may take such action at any time even though We could have acted earlier.
- 14.8 In the event of circumstances which are outside Our or Your reasonable control and any consequences of those circumstances, Neither You nor We shall have any liability under this Licence or be considered to be in breach of this Licence for any delay or failure in performance of this Licence or any resulting loss or damage to Goods. These circumstances include, for example, any natural disaster, riot, accident, breakdown of plant or machinery, fire, flood, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or access of any Cage including the Cage or the Premises by, or arrest or seizure or confiscation of Goods by competent authorities. We do not agree and are not obliged by this Licence to maintain the safety or security of the Goods, the Cage or the Premises in order to keep the Goods free from damage or loss in the event of circumstances which are outside Our reasonable control. We will not be responsible for failing to allow access to Your Goods for so long as the circumstance continues. We will try to minimise any effects arising from such circumstances. Your failure to pay Your Debt will not constitute an event which is outside of Your reasonable control.

## 15 USING YOUR PERSONAL INFORMATION

- 15.1 We collect information about You when You register with Us and during the course of this Licence to manage Your account. This information includes Your personal data ("Your Data"), and We process Your

Data in accordance with the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation in the UK, and any successor legislation.

- 15.2 Your Data will be used only as set out in our Privacy Notice which has been provided to you along with these Conditions, as amended from time to time.
- 15.3 On the Licence Form or where You notify Us in writing, You may (but You are not obliged to) nominate an authorised person or persons to manage your account and/or have access to the Cage and We will allow such Authorised Persons to have access to and to enter Your Cage.

## 16 NOTICE

- 16.1 Without affecting Condition 9.5, any notice that We give You under this Licence must be in writing and may be served by e-mail, by personal delivery to the person notified or its address, or by prepaid post, including, where We consider it necessary, by registered letter or recorded delivery. Your address for service of notices shall be Your e-mail and/or postal address written on the Licence Form or any other address in England, Scotland or Wales which You have previously notified to Us in writing.
- 16.2 Any notice that You give Us must be in writing and may be served by personal delivery, by pre-paid post or by e-mail. Our address for service of notices shall be Our address set out on the Licence Form.
- 16.3 A notice will be served at the time of personal delivery or 48 hours after it has been placed in the post, or at the time the e-mail was sent by the sender, provided that the sender of the e-mail does not receive an e-mail message stating that the e-mail message has not been received by the intended recipient.
- 16.4 You will notify Us in writing of any changes to Your billing details, contact details, Authorised Person(s) details, insurance details or access details stated on this Licence.

## 17 TERMINATION

- 17.1 Either You or We may terminate this Licence:
- i. by giving not less than the agreed written notice (which is stated in the Termination Notice Period stated on the Licence Form) to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date (if this Licence is not be terminated on the Due Date You will be given a further seven (7) days grace, after which it will be assumed that You have not served written notice on Us of Your intention to terminate); or
  - ii. immediately by giving written notice to the other if it commits a serious breach of any term of this Licence and (in the case of a serious breach which can be put right), You or We (as the case may be) have failed within fifteen (15) days after service of a notice to do so, to put right the breach. Serious breach includes a failure by You to pay all Our Licence Fees and other charges due to Us under this Licence or a failure by you to comply with Conditions 11.2 to 11.4. The Termination Date shall be the date the notice is effectively served on You or Us (as the case may be) in accordance with the requirements for notices in Condition 16.
  - iii. Immediately on the Termination Date, You must remove all goods from the Cage and leave the Cage clean and tidy and in the same condition as at the Start Date. If You do not do so, You shall pay Our costs of cleaning the Cage or disposing of any goods or rubbish left in the Cage or at the Premises. We may treat Goods remaining in the Cage after the Termination Date as abandoned and may dispose of them in accordance with Conditions 9.4 to 9.7.
- 17.2 Where this Licence has terminated and You have paid more of Our Licence Fees and charges than are due at the Termination Date, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under Condition 7. No interest will accrue on any money held by Us for You.
- 17.3 Where any payments are still outstanding from You up to the Termination Date, You must pay Us in full including any outstanding interest before We will release the Goods to You. Any calculation of the outstanding fees will be done by Us. If you do not pay us such amounts, Conditions 9.4 to 9.7 may apply.
- 17.4 You agree to examine the Goods carefully upon removing them from the Cage and must tell Us about any loss or damage to the Goods as soon as is reasonably possible after doing so. In any event, We need to inspect any damage to the goods and to take photographic evidence before You can proceed with any insurance claim for loss or damage.
- 17.5 Your responsibility for outstanding sums, property damage, personal injury, environmental damage and other legal responsibility under this Licence continues after this Licence has terminated.

## 18 GENERAL

- 18.1 We may, at any time, vary any of the terms of this Licence provided that such variation is in writing and signed by one of Our directors. You may terminate without charge before the change takes effect by giving notice under Condition 17. Otherwise, your continued use of the Cage will be considered as Your acceptance of and agreement to the amended terms.
- 18.2 We may alter Our Licence Fees at any time by giving You written notice and the new Licence Fees shall take effect on the first Due Date occurring not less than four weeks after the date of Our notice. You may terminate without charge before the change takes effect by giving notice under Condition 17.
- 18.3 If You would like to make a change to Your selected licence options please contact Us (for example if You would like to move to a bigger Cage). We will let You know if the change is possible. If it is possible We will let You know about any changes to the fees for the services or anything else which would be necessary as a result of Your requested change and ask You to confirm whether You wish to go ahead with the change.
- 18.4 If We decide not to exercise or enforce any right that We have against You at a particular time (or if We delay exercising such a right), then this does not prevent Us from later deciding to exercise or enforce that right unless We tell You in writing that We have waived or given up our ability to do so.
- 18.5 If any court or competent authority decides that any of the Conditions in this Licence are invalid, illegal or unenforceable to any extent, the Condition will, to the extent it is invalid, illegal or unenforceable, be considered to be removed from this Licence, and the remaining terms of this Licence will continue to be valid and will not be affected in any way.
- 18.6 You may not assign any of Your rights under this Licence or part with possession of the Cage or the Goods whilst they are at the Premises to any other person, firm or company without our prior written consent.
- 18.7 Where You are two or more persons under this Licence, each person takes on the obligations under this Licence separately.
- 18.8 This Licence is between You and Us. No other person shall have any rights to enforce any of the Conditions.
- 18.9 This Licence shall be governed by English law and any dispute or claim that either You or We bring will be decided by the Courts of England and Wales.
- 18.10 You are responsible for providing a secure padlock for the Cage. You are responsible for removing the lock from Your Cage on the Termination Date.
- 18.11 You confirm throughout the Licence Period that:
- i. the Goods in the Cage from time to time are Your own property; or
  - ii. the person who owns or has an interest in the Goods has given You their authority to store the Goods in the Cage on the terms and conditions in this Licence and that You act as the agent of that person. You indemnify Us against any loss or damage suffered by Us for breach of this warranty including against any loss, damage or expenses incurred by Us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Goods.
- 18.12 You will promptly prepare a fire risk assessment for Your Cage(s) if We ask You to complete a fire risk assessment.
- 18.13 You must complete an inventory of Your Goods and submit the inventory to us at the start of your storage with us. We do not inspect the Goods when they arrive at the Premises and We do not keep any records concerning, or any other inventory of, the Goods.