Terms and conditions of hire

These terms apply to every quote we issue and every booking of space, studio time and services at Battersea Studios, 80–82 Silverthorne Road, London SW8 3HE. Please read them before you confirm a booking.

1 About these terms

1.1 We, us and our means Battersea Studiolite Limited, company number 14552022, whose registered office is at 843 Finchley Road, London NW11 8NA, trading as Battersea Studios. You and your means the person or organisation named on the quote or booking.

1.2 Every quote we issue is subject to these terms. Your contract with us is your booking confirmation, or the quote you accept, together with these terms.

1.3 If you have also signed a licence or studio services agreement with us, that document takes priority over your booking confirmation, and your booking confirmation takes priority over these terms.

1.4 A booking gives you permission to use the spaces named in it for the hire period. It does not create a tenancy and does not give you exclusive possession of any part of the building.

1.5 We may update these terms from time to time. The version that applies to your booking is the one published when the booking is confirmed.

2 Meanings

2.1 Booking means the spaces, times and services we confirm to you in writing.

2.2 Hire period means the dates and times in your booking, measured from when your team enters a space to when it leaves, including set-up, rigging, breakdown and clearing.

2.3 A day is up to 10 hours within the hire period and a half day is up to 5 hours, unless your booking says otherwise.

2.4 Spaces means the studios, rooms and other areas named in your booking. The building means Battersea Studios, including its common parts, loading areas and parking. The landlord means the landlord of the building.

3 Quotes, pencils and confirming a booking

3.1 Quotes are valid for 30 days from the date shown on them, unless the quote says otherwise.

3.2 When you give us dates, ask for a quote and ask us to hold the space, we place a first pencil on it. If someone else asks for the same dates they are given a second pencil. If the second pencil wishes to confirm, we will tell you and allow up to 7 days for you to confirm in writing or release the hold.

3.3 There is no charge for cancelling a pencil.

3.4 A booking is confirmed when we confirm it to you in writing. Where we send you a licence or booking form to sign, you must sign it before the hire period starts and in any case within six weeks of confirmation.

3.5 Every booking is subject to our anti-money laundering and know-your-customer checks being completed to our satisfaction.

4 Prices and payment

4.1 Prices exclude VAT unless stated. VAT is added at the rate in force when the charge is made.

4.2 A single booking is paid in full in advance of the hire date. Recurring bookings and memberships are paid in advance at the start of each week or month, as set out in your booking.

4.3 We may ask for a deposit or bond, shown in your quote. We hold it and return it after the hire, less any sums you owe us.

4.4 Extra time, additional spaces or services, and usage-based items such as electricity, rubbish removal and cleaning are charged as set out in your quote and invoiced after the hire, or monthly for longer bookings.

4.5 If any sum is not paid by its due date, interest is payable on it from the due date until payment at 4% a year above the base rate of Barclays Bank PLC.

4.6 If payment is not received by its due date we may refuse access until it is paid.

5 Cancellation

5.1 If you cancel a confirmed booking, you must tell us in writing. The following cancellation charges apply, as a share of the total booking charge, according to how long before the hire period starts your notice reaches us:

- More than 150 days: no charge
- More than 120 days: 10%
- More than 60 days: 25%
- More than 30 days: 40%
- 30 days or less: 100%

5.2 We will make every reasonable effort to rebook the space. If we do, we will credit you with 80% of the hire fee we receive from the new hirer for the same hire period, up to the amount of your cancellation charge.

5.3 Podcast sessions booked online through our booking system follow the cancellation terms shown when you book.

5.4 If we have to cancel a booking for reasons within our control, we will refund everything you have paid for it. If we cannot provide a booking because of events outside our reasonable control, we will offer you another date or refund what you have paid for it, and we have no further liability to you.

6 Hire period, access and overruns

6.1 You have access to the spaces during the hire period. Access outside it, including 24-hour access, is by arrangement.

6.2 Time used beyond the end of the hire period is charged at the hourly rate in your quote, or at our card rate if your quote has none, in whole hours. For example, a booking from 09:00 to 11:00 that runs until 12:00 is charged one extra hour.

6.3 At the end of the hire period you must leave the spaces clean and tidy and remove all your equipment, goods and rubbish. Cleaning needed beyond normal turnaround is charged at £30 an hour per cleaner.

7 Using the spaces and the building

7.1 You may use the spaces only for the purpose set out in your booking, and within the capacity we give you.

7.2 You must not, and must make sure your team and guests do not:

- make alterations or additions to the spaces, or fix anything to walls, floors, ceilings or rigging, without our consent
- display signs or notices outside the spaces
- cause nuisance, damage, inconvenience or annoyance to us, other occupiers of the building or neighbours
- share, transfer or sublet your booking, or allow anyone else to use the spaces
- obstruct the common parts or leave rubbish or other items in them
- smoke or vape, or use naked flames, pyrotechnics, haze or smoke machines, without our consent

7.3 You must comply with the law, fire and health and safety requirements, our house rules, the reasonable instructions of our staff and the landlord's regulations for the building, and you must not do anything that would put us in breach of our lease.

7.4 We, and anyone we or the landlord authorise, may enter the spaces at any time to check that these terms are being kept or for any purpose connected with the building.

7.5 The common parts, loading areas and parking are shared with other users of the building.

7.6 You are responsible for everyone you bring into the building, including crew, cast, guests and contractors.

8 Our equipment and damage

8.1 At the start of the hire period you must check the spaces and any equipment we provide, and report any damage or fault to us before you begin. Damage not reported at the start is treated as having been caused during your hire.

8.2 You must use our equipment with reasonable care and only for its intended purpose.

8.3 You must pay the cost of repairing or replacing anything in the spaces or the building, including our equipment, that is damaged by you, your team or your guests, other than through fair wear and tear.

9 Your equipment, content and insurance

9.1 Your equipment, sets, props, goods and vehicles are brought into the building at your own risk.

9.2 You are responsible for the content you record or broadcast, including rights, clearances, consents and compliance with the rules of any platform you use.

9.3 You must hold public liability insurance of at least £5,000,000, and employer's liability insurance where the law requires it, and show us evidence on request before the hire period.

9.4 Your equipment, and your liability for damage to the spaces, the building or our equipment, are not covered by our insurance. You are responsible for insuring them.

10 Connectivity and building services

10.1 Wi-Fi is provided from the building's services. We make every effort to maintain it but cannot guarantee it will be uninterrupted. If you need a guaranteed connection, for example for a live broadcast, you should provide a fallback router or service at your own cost.

10.2 If booked studio time is lost because of a failure of power, connectivity or equipment we supply that you did not cause, and you report it to us at the time, we will credit the time lost against a future booking or refund the proportionate fee. This is your only remedy for time lost in this way.

10.3 Parking and loading are booked in advance and subject to availability. Vehicles are left at their owner's risk.

11 Liability

11.1 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

11.2 Neither of us is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, business, data or audience.

11.3 Our total liability to you for a booking is limited to the fees you have paid for that booking.

11.4 You will indemnify us against all losses, costs, claims and expenses arising from any breach of these terms by you, or from the acts or omissions of your team or guests.

12 Ending a booking

12.1 We may end a booking with immediate effect by notice to you if:

- any sum due is not paid within 7 days of its due date
- you breach these terms
- our anti-money laundering or know-your-customer checks are not completed to our satisfaction

12.2 A booking ends automatically if our lease of the building ends.

12.3 Ending a booking does not affect any rights either of us already has, and cancellation charges under these terms continue to apply.

13 Notices and general

13.1 Notices under these terms must be in writing. They may be delivered by hand, sent by first class post, or emailed to the address in your booking or, for us, to create@batterseastudio.com. An email notice is served on the day it is sent, unless an automated delivery failure is received.

13.2 Except for the landlord, no one other than you and us has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

13.3 These terms, your booking and any licence or agreement referred to in them are the whole agreement between us about the booking.

13.4 These terms and any dispute arising from them are governed by English law, and the courts of England and Wales have exclusive jurisdiction.