

The Glass Factory

Terms and Conditions

In these conditions the following expressions have the following meanings:

“TGF” The Glass Factory.

“the Customer” any person or firm or company dealing with HS or any servant or employee of such a person firm or company.

“Services” shall include all studio space or stage location facilities and the services of drivers and assistants and other personnel of HS or of any sub-contractor of the Company.

“Equipment” shall include all fixtures and vehicles lighting and other materials provided by HS or by its nominated sub-contractors.

“Studios” the premises of TGF for the time being where the services and equipment are provided.

General

1. TGF will insure the Studio and the Studio’s Equipment against all normal insurable risks but not further or otherwise.
2. The Customer must effect its own insurance cover against consequential loss of profit and other Risks and must effect its own cover against loss damage or theft of any of its own equipment brought onto the premises. Under no circumstances will TGF entertain any claims arising out of any failure of the Customer to effect its own insurance cover.
3. Full details of the TGF services and charge rates are set out in the TGF Price List which may be varied by TGF without notice.
4. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of TGF resulting from negligence or otherwise unless permitted by Statute.

Studio hire

1. The Studio is available for daily use between 0800 hrs and 1700hrs. Use outside these hours shall be charged at the published overtime rates unless previously agreed in writing by TGF
2. The Studio may be provisionally booked online or by telephone and the booking needs to be confirmed within 24 hours. A 50% deposit of the agreed studio rate will be required at time of booking. Cancellation of a confirmed booking with less than 48 hours notice will result in loss of deposit. The Customer will receive credit against such cancellation charges if the Studio is rebooked to another customer.
3. Bookings may only be extended with the prior consent of TGF
4. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by TGF or by any statutory body or Local Authority.
5. The Studio is available for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilise the Studio without the prior agreement of TGF.
6. The Customer is responsible for any loss or damage occasioned to the Equipment or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or sub-contractor of the Customer.
7. Any materials used in connection with sets constructed by the Customer shall be forthwith removed from the Studio at the end of the hire period at the expense of the Customer.
8. No alterations decorations or additions to the Studio are permitted without the consent of TGF and at the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by TGF arising out of any breach of this Condition shall be paid by the Customer.

9. The Studio is supplied clean with a white painted cove if applicable at the start of the hire period and all the costs of painting repairing and maintaining this state are payable by the Customer. TGF must be notified by the Customer at the start of the hire period if any aspect of the condition or decoration of the Studio or the cove is unacceptable. If no such notification is given the Studio and cove and decoration will be determined to be of an acceptable standard for use by the Customer. Special painting requirements should be notified to the Studio manager at least 24 hours in advance and the proposed requirement will be price quoted.

Equipment Hire

1. All Equipment and services are supplied by TGF entirely at the risk of the Customer. TGF shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit.
2. All Equipment supplied to the Customer is in good condition. The Customer must notify TGF at the time of supply if the condition of the Equipment is not acceptable.
The Customer may not without the written consent of TGF :
 - (i) Remove the equipment from the Studio premises; or
 - (ii) modify or alter or tamper with the Equipment in any way; nor
 - (iii) use the Equipment in a manner not recommended by the Manufacturer; nor
 - (iv) allow or suffer the Equipment to be used by any untrained or unauthorised personnel; nor
 - (v) part with possession sell pledge encumber or suffer any lien to be created on the Equipment.
3. Where at the request of the Customer TGF supplies to the Customer the services of a driver, assistant, subcontractor, freelance or other person such person shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and TGF shall not be liable for loss or damage of any kind however caused.
4. TGF shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of TGF or any other person whose services are supplied to the Customer.
5. The hire period for services or Equipment cannot be extended otherwise than with the consent of TGF.
6. Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate TGF for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

Payment and Additional Charges

1. Unless otherwise agreed in writing all transactions will be settled in cash or BACS transfer before the commencement of the hire period.
2. Authorised account holders must settle accounts within 30 days of the date of invoice. Prices may be varied without notice to the Customer. Any invoice queries must be raised within 30 days of the date of invoice, overdue accounts will accrue interest at 2% per month
3. The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and/or Equipment is surrendered or returned to TGF. TGF reserves the right to make an additional hourly labour charge to cover any costs incurred by tgf.
4. Any additional Equipment, services, staff or modifications to the Confirmation of Booking shall be billed to and paid for by the Customer.
5. At the end of the hire period the Customer may be charged at the discretion of TGF an additional rental where the Studio or any item of Equipment is delivered to or returned to TGF in a bad or damaged condition so as to preclude use or hire of the said Studio or Equipment.

6. Where TGF is required to place a security deposit with any third party for the hire of any item of equipment such deposit shall be paid to TGF by the Customer when the booking is made.

7. Subject as hereinbefore mentioned TGF shall not be liable to the Customer for any loss damage expense liability or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following:

(a) any damage to or loss of property by the Customer or the Customers servants or agents or any third party.

(b) any breakdown stoppage or failure of the facilities and Equipment provided in the Studio or any other Equipment supplied to the Customer by TGF.

(c) any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of TGF or the servants or agents of TGF.

(d) for any fines and/legal costs incurred by TGF or the Customer for any activity connected with the hire of the Studio or Equipment.

(e) any failure on the part of TGF to comply with its obligations to the Customer due to any circumstances beyond the control of TGF.

Indemnity

The Customer shall at all times keep TGF indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against TGF or the servants or agents of TGF by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by TGF even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of TGF its directors servants or agents save in respect of any death or personal injury caused by the negligence of TGF as aforesaid.

Termination

TGF may summarily terminate any hire contract with the Customer upon the happening of any of the following events:

(a) if the Customer shall fail to pay any of the monies due to TGF or dishonour any cheque paid to it; or

(b) if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them; or

(c) if the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to TGF against the Customer prior to the date of termination.

Applicable Law

These Conditions shall be read and construed in accordance with the Laws of England.