

FACILITY HIRE TERMS

PARTIES

- (1) The EMG/Gravity Media group company specified on the Quote (as defined below) ("**EMG/Gravity Media**"); and
- (2) The customer entity specified on the Quote (as defined below) (the "**Client**").

BACKGROUND

EMG/Gravity Media has agreed to enter into an arrangement with the Client whereby certain facilities and services shall be made available to the Client at the Facility on the terms set out below for the duration of the Hire Period.

AGREED TERMS

1. DEFINITIONS

- 1.1. "**Access Control Materials**" has the meaning ascribed to it in clause 9.1.13;
- 1.2. "**Additional Services**" has the meaning ascribed to it in clause 11.7;
- 1.3. "**Accommodation**" means any room in the Facility hired or to be hired to the Client as specified in the Quote but excluding the Common Parts. A reference to "Accommodation" shall be construed as a reference to any one or more such rooms as the context shall require;
- 1.4. "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in the city of London, UK are open for business;

- 1.5. "**Client Default**" has the meaning ascribed to it in clause 9.2;
- 1.6. "**Common Parts**" means any toilet and/or kitchen facilities, entrance halls, corridors, lifts, stairways and/or landings serving the Accommodation;
- 1.7. "**Confidential Information**" means any information that is not in the public domain and is intended to be protected from disclosure (whether it is proprietary in nature or whether by contract, legal protections such as trade secret laws, or other means). Information may be confidential irrespective of whether it is specifically labelled "confidential", "proprietary" or otherwise, or whether it is oral, written, drawn or stored electronically.
- 1.8. "**Damage**" has the meaning ascribed to it in clause 15.1;
- 1.9. "**Facility**" means the EMG/Gravity Media premise identified on the Quote;
- 1.10. "**Fees**" means the fees payable by the Client to EMG/Gravity Media as consideration for the provision of any Services and the Client's hire of the Accommodation and any Equipment, as specified in the Quote;
- 1.11. "**Firm Bookings**" means Client's acceptance of a final version of the Quote in writing, as determined by Supplier in its sole discretion acting reasonably;

- 1.12. **“Hire Period”** means the hire period specified in the Quote;
- 1.13. **“Equipment”** means any equipment and/or software hired or to be hired to the Client as specified in the Quote, together with all replacements and renewals of such equipment and/or software and the component parts thereof and all accessories, additions, containers, handbooks and suchlike. A reference to the “Equipment” shall include a reference to any component thereof;
- 1.14. **“Losses”** means all claims, demands, liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and reasonable and properly incurred legal and professional costs and expenses);
- 1.15. **“Materials”** means all tangible and intangible property belonging to the Client, or its employees, agents or subcontractors, that is brought into or developed within the Accommodation;
- 1.16. **“Pencil Bookings”** means Client’s uncommitted acceptance of the Quote which may subsequently be amended or changed up to its transition to a Firm Booking;
- 1.17. **“Privacy Standard”** means EMG/Gravity Media’s privacy standard found here: *chrome extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.gravitymedia.com/wp-content/uploads/2023/04/Privacy-*

notice-Customers-and-Suppliers-UK.docx.pdf

and as may be updated from time to time;

- 1.18. **“Quote”** means EMG/Gravity Media’s quote and/or proposal sent to Client setting out details of: (i) the Client’s hire of the Accommodation and any Equipment; (ii) any Services to be provided by EMG/Gravity Media; (iii) the Hire Period; and (iv) the Fees, as may be updated from time to time in accordance with clause 11.1;
- 1.19. **“Risk Period”** has the meaning ascribed to it in clause **Error! Reference source not found.**;
- 1.20. **“Service Media”** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;
- 1.21. **“Services”** means any services to be provided by EMG/Gravity Media to the Client as specified in the Quote;
- 1.22. **“Terms”** means the terms and conditions set out below and the Quote both as amended in writing from time to time; and
- 1.23. **“Third Party Services”** has the meaning ascribed to it in clause 11.7.2.

2. **INTERPRETATION**

- 2.1. Any words following the terms “including”, “include”, “in particular”, “for example” or any similar

expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. **TERM**

These Terms shall commence on the first day of the Hire Period and shall continue until the last day of the Hire Period unless they are terminated earlier in accordance with the provisions of these Terms.

4. **AGREEMENT**

4.1. EMG/Gravity Media agrees to hire out the Accommodation and Equipment and provide the Services to the Client for the duration of the Hire Period in accordance with these Terms.

4.2. As consideration for the provision of the Services by EMG/Gravity Media and the hire of the Accommodation and Equipment, the Client agrees to comply with all of its obligations under these Terms (including the obligation to pay the Fees when due).

4.3. These Terms shall be deemed to be accepted on the earlier of the date on which the Client: (i) first receives the benefit of any Services, Accommodation or Equipment; or (ii) these Terms are signed.

4.4. These Terms apply to the exclusion of any other terms that the Client may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.5. Any additional services provided under these Terms are subject to availability and clause 11.6.

4.6. Pencil Bookings do not form a contractual obligation for either party. EMG/Gravity Media will accept Pencil Bookings for future requirements (subject to availability) but may ask the Client to confirm or release the Pencil Booking at any time. If confirmation has not been received from the Client within 24 hours of such notice, the Pencil Booking will be released.

5. **USAGE**

5.1 The Client shall not, without EMG/Gravity Media's prior written permission, use the Services, Equipment or Accommodation for any purpose other than as detailed in the Quote or otherwise expressly agreed between the parties in writing.

5.2 The Services, Equipment and Accommodation may not be used for any illegal or immoral purpose.

6. **ACCOMMODATION**

6.1. Subject to these Terms, EMG/Gravity Media agrees to permit the Client during the Hire Period to:

6.1.1. use the Accommodation for the purpose and (where relevant) in the manner specified in the Quote; and

6.1.2. use the Common Parts in common with EMG/Gravity Media and all others authorised by EMG/Gravity Media in a manner

consistent with the intended use of each such Common Part.

be discussed and agreed by the parties;

6.2. The Client acknowledges that:

6.2.1. the Client shall occupy the Accommodation as a licensee;

6.2.2. no relationship of landlord and tenant is created between EMG/Gravity Media and the Client by these Terms;

6.2.3. the Client shall not be entitled to any statutory protection on termination of these Terms;

6.2.4. EMG/Gravity Media shall retain control and possession of the Accommodation and the remainder of the Facility and the Client has no right to exclude EMG/Gravity Media from the Accommodation or any part of the Facility;

6.2.5. EMG/Gravity Media shall be entitled at any time to require the Client to transfer to comparable accommodation elsewhere within the Facility and the Client shall comply with such requirement;

6.2.6. any changes to the Client's requirements in respect of the Equipment, the Services and/or the Accommodation after the same have been agreed between the parties in writing may incur additional costs which shall

6.2.7. all risk in the Materials shall at all times remain with the Client;

6.2.8. the licence to occupy granted by these Terms is personal to the Client and is not assignable and the rights granted to the Client under these Terms may only be exercised by the Client;

6.2.9. EMG/Gravity Media is expressly authorised to store or dispose of any items or chattels left in the Accommodation after the end of the Hire Period (and recover the cost of such storage and/or disposal from the Client) and EMG/Gravity Media shall not be liable to the Client for such storage or disposal. The Client shall indemnify EMG/Gravity Media in respect of any claim made by a third party in relation to such storage or disposal;

6.2.10. any equipment brought into the Facility by the Client is at the Client's risk and the Client shall remain responsible for such equipment;

6.2.11. if the Client wishes any person other than its employees to have access to the Facility, that person shall be deemed to be a visitor and whether they are granted access shall be

subject to EMG/Gravity Media's applicable rules and regulations regarding visitor access and in any case, EMG/Gravity Media may (in its sole discretion) refuse access to the Facility to any visitor.

6.3. The Client agrees that it shall not:

6.3.1. permit or sanction entry by any other individuals, organisations or contractors into the Accommodation or the Facility during the Hire Period (other than the Client, its employees, its contractors or its agents) without EMG/Gravity Media's prior written consent;

6.3.2. allow any minor into the Facility for any reason without EMG/Gravity Media's prior written consent;

6.3.3. take any action (or permit any action to be taken on its behalf) that will cause EMG/Gravity Media to be in violation of any applicable laws and regulations;

6.3.4. use the Facility for the purpose of producing any film, recording or programme that would be in breach of any statutory provision or would render EMG/Gravity Media liable to prosecution or any claim of any sort for any reason;

6.3.5. affix or attach anything to, or otherwise decorate, any part

of the Accommodation or the Facility without EMG/Gravity Media's prior written consent;

6.3.6. keep or permit to be kept at the Facility any materials of a dangerous or explosive nature, or any materials that may contravene any applicable laws or regulations or constitute a nuisance to EMG/Gravity Media or any third party;

6.3.7. bring any additional equipment or machinery into the Facility or make any alterations to the existing structure and layout of the Facility without EMG/Gravity Media's prior written consent;

6.3.8. make, cause or permit to be made any installation, alteration, change or damage to the Facility or the Accommodation or any of their respective fixtures or fittings (including without limitation any Service Media) without EMG/Gravity Media's express prior written consent.

6.4. The Client shall:

6.4.1. ensure that any and all equipment and technology (other than the Equipment) introduced to the Facility by the Client during the Hire Period: (i) is safe and secure to current industry standards; (ii) does not in any way compromise the safety and security of the

- Facility; and (iii) is removed by the Client prior to the end of the Hire Period at the Client's cost. EMG/Gravity Media shall be entitled (on providing reasonable notice to the Client) to check such equipment and technology;
- 6.4.2. ensure that all persons have vacated the Accommodation prior to the end of the Hire Period;
 - 6.4.3. notify EMG/Gravity Media of its proposed use of the Accommodation in reasonable detail before the start of the Hire Period and, if requested by EMG/Gravity Media, prepare a risk assessment and provide the same to EMG/Gravity Media within a reasonable time;
 - 6.4.4. where relevant, ensure that any and all sets used at the Facility that are provided by the Client (or by third parties at the Client's request) are fully fire-proofed before they are delivered to the Facility;
 - 6.4.5. ensure that all of the Client's staff and any permitted visitors are aware of and comply with all applicable laws, regulations, policies and terms and conditions (including but not limited to those regarding security and health and safety) in connection with the Client's access to and use of the Facility, the Equipment and the Services;
 - 6.4.6. ensure, at the Client's cost, that the Accommodation is kept clean and tidy and in good repair and condition, and ensure the Accommodation is vacated in a clean and tidy condition at the end of the Hire Period. Any costs incurred by EMG/Gravity Media in carrying out any works under this clause shall be payable by the Client on demand;
 - 6.4.7. be responsible for all matters relating to its own personnel; and
 - 6.4.8. ensure that any and all installations, alterations and/or changes made to the Facility or the Accommodation (including to any fixtures or fittings) in accordance with clause 6.3.5 have been removed and/or reinstated and ensure that any damage caused by the Client has been made good, prior to the Accommodation being vacated.

7. EQUIPMENT

- 7.1. Subject to these Terms, EMG/Gravity Media agrees to permit the Client to use the Equipment during the Hire Period.
- 7.2. The Client shall only use the Equipment for the purpose for which it is designed and shall comply with any reasonable instructions issued to the Client by EMG/Gravity Media.

- 7.3. The Equipment shall not be removed from the Facility by the Client other than in accordance with these Terms or unless otherwise expressly authorised by EMG/Gravity Media in writing.
- 7.4. At the end of the Hire Period, or on earlier termination in accordance with these Terms, the Client shall deliver up to EMG/Gravity Media the Equipment in no worse repair and condition than it was in at the start of the Hire Period (fair wear and tear only excepted).
- 7.5. The Client agrees that it shall not:
- 7.5.1. without the prior consent of EMG/Gravity Media, modify or make any alterations, additions or repairs to the Equipment;
 - 7.5.2. remove or interfere with any identification, marks or plates affixed to the Equipment;
 - 7.5.3. deface the Equipment nor add any painting, sign writing, letting or advertising to or on the Equipment.
- 7.6. The Client shall be responsible for the cost of repairing any damage caused to the Accommodation and/or Equipment during the Hire Period (save to the extent that such damage was caused by EMG/Gravity Media).

8. IT FACILITIES

- 8.1. Subject to availability and the agreed Services and Fees, the Client shall be permitted to use EMG/Gravity Media's internet

browsing at the Facility for the duration of the Hire Period.

- 8.2. At the request of the Client, EMG/Gravity Media may (at its sole discretion and subject to availability and the agreed Services and Fees) be able to provide or arrange the provision of additional IT facilities including but not limited to High Speed Internet, SAN Network Media Storage, NAS Network Media, VOIP Telephone System and Media File send and receive service.
- 8.3. EMG/Gravity Media makes no representations as to the reliability, security or suitability of any IT facilities howsoever provided. Further, EMG/Gravity Media shall be under no obligation to oversee, monitor or moderate the IT network.
- 8.4. Where media storage is provided as part of the Services, EMG/Gravity Media will delete the Client's media and/or (where relevant) Materials promptly after the end of the Hire Period or earlier termination of these Terms without notice to the Client.
- 8.5. Unless otherwise agreed between the parties in writing and subject to availability and the agreed Services and Fees, EMG/Gravity Media shall not be liable for any loss or damage arising from the use of any IT facilities by the Client. It is strongly recommended that the Client should adopt such security measures as it considers to be appropriate for its circumstances, including but not limited to data encryption, backup and recovery plans and anti-virus software.

8.6. EMG/Gravity Media shall be entitled to charge the Client, to be payable on demand, any cost for the use of IT facilities or communication facilities.

9. CLIENT'S OBLIGATIONS

9.1. The Client shall:

9.1.1. pay the Fees when due;

9.1.2. take all reasonable steps to safeguard and protect the Accommodation and any Equipment from loss and damage and follow all instructions in relation to security and access to the Facility and the Accommodation;

9.1.3. use its best endeavours to ensure that no nuisance by noise or otherwise is caused to others during the Hire Period;

9.1.4. not sell any goods, products, merchandise or services at the Facility without EMG/Gravity Media's express prior written consent;

9.1.5. notify EMG/Gravity Media immediately of any complaints, accidents, losses, damage or claims relating to the Services, the Equipment or the Facility during the Hire Period;

9.1.6. co-operate with EMG/Gravity Media in all matters relating to the Services, the Equipment and the Facility;

9.1.7. provide EMG/Gravity Media with such information as EMG/Gravity Media may reasonably require in order to supply the Services and hire out the Equipment and the Accommodation, and ensure that such information is accurate in all material respects;

9.1.8. obtain and maintain all necessary licences, permissions and consents which may be required before the start of the Hire Period and maintain the same in full force and effect throughout the Hire Period;

9.1.9. comply with all applicable legislation, statutes, regulations and licensing requirements;

9.1.10. not undertake any activity which may bring EMG/Gravity Media into disrepute;

9.1.11. not make, record or document any negative statement whatsoever, whether written or oral, regarding the Services, the Equipment, the Accommodation and/or EMG/Gravity Media or any of its officers, directors or employees;

9.1.12. comply with all reasonable requests and instructions of EMG/Gravity Media, its staff and its agents;

9.1.13. be solely responsible for the safekeeping and return of any passes, swipe cards, keys, pin codes, access codes or other access control materials provided by EMG/Gravity Media to the Client (and/or any of the Client's officers, employees, contractors, agents or other persons authorised by or on behalf of the Client) to enable access to the Facility and/or the Accommodation during the Hire Period ("**Access Control Materials**"); and

9.1.14. be solely responsible for ensuring that its employees, contractors and agents, and any other individuals, organisations or contractors permitted entry or access to the Accommodation and/or Facility by or on behalf of the Client (whether in accordance with clause 6.3.1 or otherwise), abide by these Terms.

9.2. If EMG/Gravity Media's performance of any of its obligations under these Terms is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

9.2.1. EMG/Gravity Media shall, without limiting its other rights or remedies, have the right to suspend the performance of the Services or the hire of the Equipment and the Accommodation until the Client remedies the Client Default, and to rely on

the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays EMG/Gravity Media's performance of any of its obligations;

9.2.2. EMG/Gravity Media shall not be liable for Losses suffered, sustained or incurred by the Client arising directly or indirectly from EMG/Gravity Media's failure or delay to perform any of its obligations as set out in this clause 9.2; and

9.2.3. the Client shall reimburse EMG/Gravity Media on written demand for Losses suffered, sustained or incurred by EMG/Gravity Media arising directly or indirectly from the Client Default.

10. CREDIT / ACKNOWLEDGEMENT

10.1. The Client shall include an accreditation acknowledging EMG/Gravity Media (using appropriate terminology e.g. "Editing facilities" / "Editing equipment and rooms" / "Office space" / "Supply of studios, galleries and facilities") in the opening and/or closing credits of any film, recording or television program incorporating material edited and/or produced, in whole or in part, using the Services, the Equipment or the Accommodation.

11. FEES AND PAYMENT

- 11.1. EMG/Gravity Media shall provide the Client with the Quote. If, before or during the Hire Period, the scope of the Equipment, Services or Accommodation is widened or unforeseen complications or circumstances arise, EMG/Gravity Media reserves the right to revise the Quote, in which event EMG/Gravity Media shall notify the Client and provide the Client with an updated Quote.
- 11.2. Notwithstanding clause 11.1, EMG/Gravity Media reserves the right to review the Fees within six (6) months of the Quote and every six (6) months thereafter and, at its sole discretion, increase the Fees, subject to prior notification to the Client.
- 11.3. Subject to any specific payment terms agreed between EMG/Gravity Media and the Client as detailed in the Quote:
- 11.3.1. EMG/Gravity Media shall invoice the Client monthly in advance;
- 11.3.2. invoices shall be payable by the Client in full immediately upon presentation;
- 11.3.3. any discount or reduction offered by EMG/Gravity Media (in its sole discretion) to the Client shall be credited against the final invoice raised by EMG/Gravity Media during the Hire Period.
- 11.4. The Client shall pay each invoice submitted by EMG/Gravity Media in full and in cleared funds. Time for payment shall be of the essence of these Terms and EMG/Gravity Media's right to terminate pursuant to clause 17.1.4 shall continue until all overdue amounts (including interest) have been paid in full and shall not be deemed to be waived or otherwise impaired by EMG/Gravity Media continuing to perform its obligations under these Terms.
- 11.5. If the Client fails to make a payment due to EMG/Gravity Media under these Terms by the due date, then (without limiting any other rights or remedies to which EMG/Gravity Media may be entitled) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 11.5 shall accrue each day at 4% a year above the Reserve Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 11.6. EMG/Gravity Media reserves the right to collate multiple bookings by the same Client into a single invoice.
- 11.7. At the Client's request, EMG/Gravity Media may, at its sole discretion, be able to provide or arrange the provision of additional services (being any services other than the Services) to the Client during the Hire Period ("**Additional Services**"). Any Additional Services shall be treated as follows:
- 11.7.1. where Additional Services are provided by EMG/Gravity Media, the provision of such Additional Services shall at all times be subject to availability and

EMG/Gravity Media reserves the right to charge an additional fee in respect of any Additional Services rendered;

11.7.2. where Additional Services are not available from EMG/Gravity Media, EMG/Gravity Media may, in its sole discretion, agree to source such services from, or otherwise introduce the Client to, relevant "third party" service providers (for example in respect of certain "external runner" services) (any such Additional Services being "**Third Party Services**"). Any Third Party Services shall be engaged by the Client on such terms and conditions as may be agreed between the Client and the relevant third party service provider from time to time. The cost of any such Third Party Services shall be borne solely by the Client. EMG/Gravity Media assumes no responsibility, obligation and/or liability, directly or indirectly, for any Losses suffered, sustained or incurred by the Client and/or any of its officers, employees, contractors and/or agents in connection with or in relation to the provision, supply and/or use of any Third Party Services. EMG/Gravity Media is not responsible for the availability of any Third Party Services.

11.8. In the event that any Access Control Materials are lost, damaged or not returned to EMG/Gravity Media at the end of the Hire Period, the Client shall pay to EMG/Gravity Media the full cost of replacement, including without limitation replacement of the relevant Access Control Materials, replacement locks (if applicable) and any associated charges.

11.9. All sums due from the Client to EMG/Gravity Media shall have VAT added at the applicable rate.

11.10. The Client shall pay all amounts due under these Terms in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

12. WARRANTY AND PERFORMANCE

12.1. EMG/Gravity Media shall have the right to make any changes to the Services, the Equipment or the Accommodation that: (i) do not materially affect the nature or quality of the same; or (ii) are necessary in order to comply with any applicable law or safety requirement, provided that EMG/Gravity Media shall notify the Client in any such event.

12.2. EMG/Gravity Media gives no warranty that the Services, the Equipment and the Accommodation: (i) are suitable for any particular purpose or application; or (ii) meet any particular specification or requirement, unless specifically agreed otherwise in writing. The Client is responsible for ensuring suitability at the time of booking.

- 12.3. Save as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. CONFIDENTIALITY

- 13.1. Each party undertakes that it shall not at any time during the Hire Period, and for a period of one (1) year after the later of the end of the Hire Period or termination of these Terms, disclose to any person any Confidential Information, except as permitted by clause 13.2.
- 13.2. Each party may disclose the other party's Confidential Information:
- 13.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 13; and
- 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations

under or in connection with these Terms.

- 13.4. The Client shall be liable for the actions or omissions of any contractors and agents, and any other individual(s), organisation(s) or contractor(s) permitted entry or access to the Accommodation and/or Facility by or on behalf of the Client (whether in accordance with clause 6.3.1 or otherwise), in relation to clause 13.1 as if they were the actions or omissions of the Client.
- 13.5. The Client shall procure that any of the persons mentioned in this clause enter into a confidentiality agreement with EMG/Gravity Media, if requested by EMG/Gravity Media.

14. INDEMNITY

- 14.1. The Client shall indemnify EMG/Gravity Media against all Losses suffered, sustained or incurred by EMG/Gravity Media (or any employee, agent or sub-contractor of EMG/Gravity Media) arising out of or in connection with:
- 14.1.1. the Client's breach or non-performance of any of its obligations under these Terms;
- 14.1.2. the acts or omissions of the Client (or any employee, agent or sub-contractor of the Client); or
- 14.1.3. any infringement or alleged infringement of any copyright or other intellectual property rights of any third party, or any

defamation or alleged defamation, arising out of or in connection with the Client's acts or omissions (including the acts or omissions of the Client's employees, agents and contractors).

employees, agents or subcontractors;

16.1.2. fraud or fraudulent misrepresentation; or

16.1.3. any matter in respect of which it would be unlawful for EMG/Gravity Media to exclude or restrict its liability.

15. LIABILITY

15.1. The Client is responsible for any damage caused by its staff and/or visitors and/or equipment in connection with the Facility and the Services, including without limitation in conducting their work, being present on site, and in installing, having present or removing any equipment, including without limitation damage to any person or property ("**Damage**").

15.2. The Client agrees that it shall make good, at its expense, any Damage caused and/or (at EMG/Gravity Media's election) reimburse EMG/Gravity Media for the cost of making good any works in relation to such Damage.

15.3. The Client indemnifies EMG/Gravity Media and shall keep EMG/Gravity Media indemnified against all losses, damages, expenses and costs (including legal costs) that EMG/Gravity Media may incur in relation to any Damage.

16. LIMITATION OF LIABILITY

16.1. Nothing in these Terms shall limit or exclude EMG/Gravity Media's liability for:

16.1.1. death or personal injury caused by its negligence, or the negligence of its

16.2. Subject to clause 16.1, EMG/Gravity Media shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms for:

16.2.1. loss of any of the following: profits; sales or business; agreements or contracts; anticipated savings; data or information; recorded media;

16.2.2. loss or damage to goodwill;

16.2.3. any indirect or consequential loss;

16.2.4. use or corruption of software;

16.2.5. damage to any property of the Client or that of the Client's employees, customers or other invitees to the Facility;

16.2.6. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Client or the Client's employees, customers or other invitees to the Facility in the exercise

or purported exercise of the rights granted under these Terms;

16.2.7. any loss or damage to any image, sound, picture, music, work or any other intangible property belonging to the Client.

16.3. Subject to clause 16.1, EMG/Gravity Media's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited to the aggregate amount of all Fees payable by the Client under these Terms as specified in the Quote.

16.4. This clause 16 shall survive termination of these Terms.

17. TERMINATION

17.1. Without limiting its other rights or remedies, EMG/Gravity Media may terminate these Terms with immediate effect by giving written notice to the Client if:

17.1.1. the Client commits a material breach of any provision of these Terms and (if such a breach is remediable) fails to remedy that breach within five (5) Business Days of being notified in writing to do so;

17.1.2. the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent

restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

17.1.3. the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

17.1.4. the Client fails to pay any amount due under these Terms when due;

17.1.5. the Client fails to comply with all relevant laws and regulations in the conduct of its business; or

17.1.6. the Client does anything which, in EMG/Gravity Media's reasonable opinion, will or is likely to: (i) interfere with the use of the Facility by EMG/Gravity Media or by others; (ii) cause any nuisance or annoyance to EMG/Gravity Media or others; (iii) increase EMG/Gravity Media's insurance premiums or invalidate EMG/Gravity Media's insurance policies; (iv) cause loss or damage (including reputational damage) to EMG/Gravity Media or the owner of any interest in the Facility or the building in which the Facility is located; or (v) damage the goodwill and/or reputation of EMG/Gravity Media;

and in each and every such case, in the event that EMG/Gravity Media exercises its right to terminate, the Client shall be deemed to have repudiated these Terms.

Less than 48 hours prior to start date	100% of the Fees
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17.2. Without limiting its other rights or remedies, EMG/Gravity Media may suspend the hire of the Equipment and the Accommodation and/or the provision of the Services or any other services under these Terms or any other agreement between the Client and EMG/Gravity Media if the Client becomes subject to any of the events listed in clauses 17.1.2 to 17.1.3 or violates any of the terms set out in clauses 17.1.4 to 17.1.6 or EMG/Gravity Media reasonably believes that the Client is about to become subject to / violate any of them (as applicable) or if the Client fails to pay any amount payable under these Terms when due.

17.4.2. In relation to Firm Bookings:

Timing	Cancellation Charge
More than 60 days prior to start date	No charge
Less than 60 days but more than 45 days prior to start date	50% of the Fees
45 days or less prior to start date	100% of the Fees

17.3. EMG/Gravity Media shall be entitled to terminate this Agreement at any time without incurring any liability by providing thirty (30) days' written notice to the Client.

18. CONSEQUENCES OF TERMINATION

17.4. The Client shall be entitled to terminate this Agreement at any time by providing written notice and paying the following cancellation charges to EMG/Gravity Media:

18.1. On termination of these Terms for any reason:

17.4.1. In relation to Pencil Bookings:

Timing	Cancellation Charge
More than 48 hours prior to start date	50% of the Fees

18.1.1. the Client shall immediately pay to EMG/Gravity Media all of EMG/Gravity Media's outstanding unpaid invoices and, in respect of any Equipment, Accommodation, Services or any other services supplied or hired out but for which no invoice has been submitted, EMG/Gravity Media shall submit an invoice which shall be payable by the Client immediately on receipt;

- 18.1.2. the Client shall immediately remove from the Facility all property belonging to its servants, agents or licensees and all other persons duly authorised by it, and in default EMG/Gravity Media shall be entitled to remove such property and recover the incidental costs of such removal from the Client;
- 18.1.3. the provisions of these Terms which expressly or by implication survive termination shall continue in full force and effect;
- 18.1.4. the Client shall no longer be in possession of the Equipment with EMG/Gravity Media's consent and shall (unless otherwise agreed with EMG/Gravity Media) forthwith return the Equipment to EMG/Gravity Media at such address as EMG/Gravity Media may direct in good working condition and at the Client's expense and risk. Without prejudice to the foregoing or to the breach by the Client of these Terms, EMG/Gravity Media shall, at any time after termination or expiry of the relevant Hire Period without notice retake possession of the Equipment. The Client shall bear the reasonable costs incurred by EMG/Gravity Media in retaking possession of the Equipment;
- 18.1.5. the Client shall not be entitled to hold itself out as associated with EMG/Gravity Media, the address of the Facility and/or Accommodation or any telephone number or IP address owned by EMG/Gravity Media;
- 18.1.6. if the Client fails to vacate the Accommodation and/or return the Equipment or where the Equipment is returned damaged and is duly repaired by EMG/Gravity Media, at the end of the Hire Period (or otherwise on termination in accordance with clause 17), EMG/Gravity Media shall be entitled to invoice the Client for an amount equal to:
- (a) a daily rate for the period during which the Client remains in the Accommodation and/or in possession of the Equipment (rounded up to the nearest full day) and/or EMG/Gravity Media is unable to hire the Equipment to other persons due to damage or failure to return, calculated by reference to the Fees payable by the Client during the most recent month of the Hire Period (not taking account of any discount or reductions applied in accordance with clause 11.3.3);

- (b) any and all sums representing EMG/Gravity Media's liability to third parties affected by the Client's failure to vacate the Accommodation, return the Equipment and/or return the Equipment in good condition;
 - (c) any and all Losses directly or indirectly incurred by EMG/Gravity Media as a result of the Client's failure to vacate the Accommodation, return the Equipment and/or return the Equipment in good condition; and
 - (d) any costs and expenses incurred by EMG/Gravity Media in recovering the Equipment and/or in collecting any sums due under these Terms (including any storage, insurance, repair, transport, legal and remarketing costs).
- pay to EMG/Gravity Media on demand a sum equal to the total Fees that would (but for the termination) have been payable if these Terms had continued from the date of such demand to the end of the Hire Period, save where EMG/Gravity Media is able to mitigate any loss where possible and without prejudice to any other rights or remedies to which EMG/Gravity Media may be entitled.

18.3. The sums payable pursuant to clause 18.2 above shall be agreed compensation for EMG/Gravity Media's loss and shall be payable in addition to the sums payable pursuant to clauses 18.1 and 18.1.6.

19. FORCE MAJEURE

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if and to the extent such delay or failure result from events, circumstances or causes beyond its reasonable control (including, without limitation, any delay or failure to perform any obligation directly caused by an interruption in, or failure of, any Service Media connected to the Accommodation and/or the Facility), provided that the party affected by such events, circumstances or causes shall: (i) notify the other party of the nature and scope of the same as soon as is reasonably practicable; and (ii) use its reasonable endeavours to mitigate the effect of the same and to resume the performance of its obligations as soon as reasonably possible. If such delay or failure continues for at least one (1) month,

18.2. Upon termination of these Terms pursuant to clause 17.1 or any other repudiation of these Terms by the Client which is accepted by EMG/Gravity Media, the Client shall

each party shall be entitled to terminate this Agreement by notice in writing to the other in which event no party shall have any claim against the other in respect thereof.

enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

20. TAX EVASION, ANTI-BRIBERY, ANTI-CORRUPTION AND MODERN SLAVERY

20.1. During the Hire Period, the Client shall:

20.1.1. not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under any applicable laws, statutes and regulations from time to time in force designed to combat tax evasion;

20.1.2. comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption; and

20.1.3. comply with all applicable laws, statutes and regulations from time to time in force designed to combat slavery and human trafficking and shall notify EMG/Gravity Media as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection to these Terms. The Client represents and warrants that it has not been convicted of any offence involving slavery and human trafficking and that it has not been the subject of any investigation, inquiry or

21. DATA PROTECTION

For the purposes of all applicable data protection laws, statutes and regulations from time to time in force, the Client agrees and gives its consent (and shall procure that its employees, invitees, contractors and agents agree and give their consent) to the holding and processing of any personal data that is necessary in order for EMG/Gravity Media to carry out its obligations hereunder. EMG/Gravity Media will collect and process such information in accordance with the Privacy Standard.

22. ASSIGNMENT AND OTHER DEALINGS

22.1. EMG/Gravity Media may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under these Terms and may subcontract or delegate in any manner any or all of its obligations under these Terms to any third party or agent.

22.2. The Client shall not, without EMG/Gravity Media's prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms.

23. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to the subject matter of these Terms.

24. VARIATION

Save as expressly provided for herein on the part of EMG/Gravity Media, no variation of these Terms shall be effective unless it is in writing and signed by EMG/Gravity Media or its authorised representatives.

25. WAIVER

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise (or the single or partial exercise of) any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.

26. SEVERANCE

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under

this clause shall not affect the validity and enforceability of the rest of these Terms.

27. NOTICES

Any notice or other communication given to a party under or in connection with these Terms shall be in writing and sent to the receiving party at its address as specified on the Quote or to such email address as the receiving party may notify to the other party in writing. Such notice or other communication shall be deemed to be duly given or made when delivered (in the case of personal delivery), when despatched and proper receipt of successful transmission has been obtained (in the case of email) or on the second day following the day of posting (in the case of a posted letter).

28. NO PARTNERSHIP OR AGENCY

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, or constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

29. THIRD PARTIES

No one other than a party to these Terms shall have any right to enforce these Terms.

30. GOVERNING LAW

These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or

their subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

31. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.