

- 1. These terms and conditions govern your use of the FilmFixer website, by using FilmFixer's Website you accept these terms and conditions in full. You must be at least 18 years old to use our website. By using our website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years old. If you do not agree to be legally bound by all the following terms please do not access and/or use our Website.
- By accessing any part of our Website, you shall be deemed to have accepted this legal notice in full.
- 3. FilmFixer Ltd may revise the terms and conditions at any time by updating this posting. It is binding on you and your continued use of our Website after changes are posted means you agree to be legally bound by these terms as updated and/or amended. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at our Website.
- 4. FilmFixer Ltd's use of personal information supplied by you when you use our Website is governed by our Privacy Policy.
- 5. We do not warrant the completeness or accuracy of the information published in our Website none of the statements contained in these Particulars are to be relied upon as a statement or representation of fact. Users of our website must rely on their own inspections and enquires to verify the correctness of any content on our Website nor do we commit to ensuring that our Website

remains available or that the material on our Website is kept up to date. To the maximum extent permitted by law we exclude all representations warranties and conditions relating to our Website and the use of our Website including without limitation any warranties implied by law of satisfactory quality fitness for purpose and/or the use of reasonable care and skill. We accept no liability for use of the links to third party websites the use of such is entirely at your own risk. FilmFixer Ltd do not guarantee that the material on our Website is up-to-date nor are we obliged to update any material contained on our Website

- 6. You hereby agree to indemnify us and keep us indemnified against any losses damages costs liabilities and expenses incurred or suffered by us including without limitations costs and expenses and any amounts paid to a third party in settlement of a claim or dispute arising out of any breach by you of any provision of these terms and conditions.
- 7. Without prejudice to our other rights under these terms and conditions if you breach these terms and conditions in any way we may take action as we deem appropriate to deal with the breach including without limitations suspending or prohibiting your access to our Website blocking computers using your IP address from accessing our Website and/or bringing court proceedings against you.
- 8. Unless otherwise stated we own the copyright and intellectual property rights in our Website and material on our Website. All these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from our Website for your own personal use subject to the restrictions set out below and elsewhere in these terms and conditions. You

- must not edit or modify any material on our Website or copy, reproduce, republish, download, post, broadcast, transmit or otherwise use our Website content in any way except for your own personal use or as provided herein. We also reserve the right to access and disclose personal information to operate our systems properly, or to protect ourselves and/or our users.
- Subject to the above no part of our Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without FilmFixer Ltd's prior written permission.
- 10. Any rights not expressly granted in these terms are reserved.
- 11. You must not use our Website for posting or transmitting to or from our Website any material that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, distress, harassment or inconvenience to any person; for which you have not obtained all necessary licences and/or approvals; which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world or to copy store host transmit send use publish or distribute any material which consists of or is linked to any spyware computer virus Trojan horse worm keystroke logger rootkit or other malicious computer software or to misuse our Website by hacking
- 12. You must not use our Website to transmit or send any unsolicited commercial communications nor for any purposes related to marketing without our express written consent

- 13. Any material you transmit or post to our Website will be considered non-confidential and non-proprietary subject to that covered by our Privacy Policy. FilmFixer Ltd will have no obligations with respect to such material. FilmFixer Ltd, its Licensors and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes
- 14. In these terms and conditions "your user content" means material including without limitation text images audio material video material and audio visual material Where you submit any user content to our Website you grant to and it's Licensors a worldwide irrevocable non-exclusive royalty free, sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your user content in any existing or future media and you grant us the right to bring an action for infringement of these rights. You must not submit any user content to our Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint and you warrant that your user content is your own original work and that you have the right to make it available to FilmFixer Ltd for all the purposes specified above; is not defamatory; and does not infringe any law; and agree to indemnify FilmFixer Ltd against all legal fees, damages and other expenses that may be incurred by FilmFixer Ltd as a result of your breach of the above warranty; and waive any moral rights in your contribution for the purposes of its submission to and publication on our Website and the purposes specified above. We reserve the right to edit

- or remove any material submitted to our Website or stored on our servers or hosted or published on our Website
- 15. Our charges for hire are available on request if not shown on our Website.

 Those shown on our Website are subject to change and may not be accurate.

 Any Licensee will be bound by the terms and conditions for the hire of each individual property which may vary from property to property and are available on request and are different to the terms and conditions of our Website. All hire fees and admin fees are payable in advance together with a damage deposit failing which access to the venue will be prohibited.
- 16. No booking will be confirmed by FilmFixer Ltd Limited until the signed Booking form and deposit has been received by FilmFixer Ltd Ltd. Any booking will be subject to the terms and conditions set out on the Booking form and in addition you will be required to enter into a Licence the terms of which are available on request. You are strongly advised to visit any venue before committing to a booking as no liability will be accepted by FilmFixer Ltd Ltd if the venue is not as expected by you and is not fit for purpose. Should you wish to cancel a booking Cancellation charges will apply and are available on request
- 17. Each registration is for a single user only. FilmFixer Ltd Ltd does not permit you to share your user name and password, if any, with any other person nor with multiple users on a network. Responsibility for the security of any passwords is your sole responsibility and FilmFixer Ltd accepts no liability for any loss on your part.
- 18. To the extent that our Website and the information and services on our Website are provided free of charge we will not be liable for any loss or

damage that may result to you or a third party (including without limitation, any direct, indirect, punitive, special or consequential loss or damages, any economic losses (including without limitation loss of revenues, profits, income, contracts, business or anticipated savings) or any loss of goodwill, reputation, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with our Website in any way or in connection with the use, inability to use or the results of use of our Website, any websites linked to our Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing our Website or your downloading of any material from our Website or any websites linked to our Website. Nothing shall exclude or limit FilmFixer Ltd Ltd's liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

- 19. If there is any conflict between these terms and specific terms appearing elsewhere on our Website then the latter shall prevail.
- 20. If any condition or term of this legal notice is deemed by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, then to the extent to which that condition or term is illegal, invalid or unenforceable, it shall be severed and deleted from this Legal Notice and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable to the fullest extent permitted by law.

- 21. This Legal Notice, and the documents referred to in it, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between you and FilmFixer Ltd Ltd relating to the subject matter of this agreement.
- 22. Each of the parties acknowledges and agrees that in entering into this agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this agreement as a warranty.
- 23. Save as expressly provided for in this Legal Notice, no term of this Legal Notice shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees) and for the avoidance of doubt no term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 24. This legal notice shall be governed by and interpreted and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.
- 25. We are registered as a company in England and Wales. Our registration number is 06785834 our registered office address is Unit C 57-59 Great Suffolk St. London SE1 0BB