



Terms and Conditions of Studio Hire

Effective 1 October 2026 · Version 3.0

These Conditions apply to every booking of Mount Pleasant Studio. They form a contract together with your Confirmation of Booking, our Studio Rules and our Rate Card (see clause 2).

Please read them carefully, and in particular the clauses listed opposite, which deal with charges on cancellation and limit our liability.

PLEASE NOTE IN PARTICULAR

- **Clause 4** — cancellation, postponement and reduction
- **Clause 10** — insurance
- **Clause 11** — damage and loss
- **Clause 12** — our liability
- **Clause 13** — indemnity

1 Definitions and interpretation

1.1 In these Conditions the following expressions have the following meanings:

"Booking" means a contract for the hire of the Studio and/or Equipment and/or Services formed in accordance with clause 2.

"Charges" means the charges payable by the Customer for the Booking, as set out in the Confirmation of Booking and calculated in accordance with clause 3.

"Conditions" means these terms and conditions, as amended from time to time in accordance with clause 19.3.

"Confirmation of Booking" means the written confirmation issued by MPS to the Customer under clause 2.2, setting out the Hire Period, the Studio and Equipment booked, the Services to be provided and the Charges.

"Customer" means the person, firm or company named as the customer in the Confirmation of Booking.

"Customer's Personnel" means the Customer's employees, officers, agents, contractors, sub-contractors, freelancers, crew, cast, clients, guests and any other person attending the Studio at the Customer's invitation or on its behalf.

"Equipment" means all fixtures, fittings, lighting, vehicles, cameras and other equipment and materials provided to the Customer by MPS or by a sub-contractor nominated by MPS.

"Force Majeure Event" has the meaning given in clause 14.1.

"Hire Period" means the period of hire specified in the Confirmation of Booking, as extended under clause 5.

"MPS" means Mount Pleasant Studios Limited.

"Rate Card" means MPS's published schedule of rates current at the date of the Confirmation of Booking.

"Services" means all services provided by MPS in connection with a Booking, including the provision of studio space, location facilities, and the services of drivers, assistants, technicians and other personnel of MPS or its sub-contractors.

"Studio" means the premises of MPS at 51–53 Mount Pleasant, London WC1X 0AE, or such part of them as is specified in the Confirmation of Booking.

"Studio Rules" means the rules governing use of the Studio, as published by MPS and current at the start of the Hire Period, available on request and at www.mountpleasantstudio.com/termsandpolicies

"Working Day" means a day other than a Saturday, Sunday or public holiday in England.

- 1.2 Clause headings are for convenience only and do not affect interpretation.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 "Including", "in particular" and similar expressions are illustrative and do not limit the words that precede them.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time.

2 Formation of the contract

- 2.1 A request for a Booking, whether made in writing, by telephone or in person, and whether or not accompanied by a quotation from MPS, constitutes an offer by the Customer to hire the Studio, Equipment and/or Services on these Conditions. A quotation issued by MPS does not constitute an offer and is valid for 30 days from its date unless stated otherwise.
- 2.2 No Booking is accepted and no contract comes into existence until MPS issues a written Confirmation of Booking to the Customer. The contract comes into existence on the date of the Confirmation of Booking.
- 2.3 The contract consists of the Confirmation of Booking, these Conditions, the Studio Rules and the Rate Card, and comprises the entire agreement between the parties in relation to the Booking.
- 2.4 Where there is any conflict between those documents, they take precedence in the following order: (a) the Confirmation of Booking; (b) these Conditions; (c) the Studio Rules; (d) the Rate Card.
- 2.5 These Conditions apply to the Booking to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms appearing on the Customer's purchase order, booking form, call sheet, acknowledgement or other document have no effect, whether or not such a document is signed or acknowledged by MPS.
- 2.6 **The Customer's attention is drawn in particular to clause 4 (cancellation, postponement and reduction), clause 10 (insurance), clause 11 (damage and loss), clause 12 (MPS's liability) and clause 13 (indemnity).** Clause 4 provides for charges to become payable where a Booking is cancelled, postponed or reduced. Clause 12 limits and excludes MPS's liability to the Customer.
- 2.7 The Customer confirms that it is entering into the Booking in the course of a business and not as a consumer, and that it is acting on its own behalf and not as agent for any undisclosed principal. Where the Customer books as agent for a disclosed principal, the Customer and the principal are jointly and severally liable for all obligations under the Booking.

- 2.8** Each Booking is a separate contract. MPS is not obliged to accept any Booking and may decline a Booking request without giving reasons.

3 Charges, VAT and payment

- 3.1** The Charges are as set out in the Confirmation of Booking, calculated by reference to the Rate Card current at that date, together with any additional charges arising under these Conditions.
- 3.2** **All Charges are exclusive of VAT**, which is payable by the Customer at the rate applying at the tax point.
- 3.3** MPS may vary the Rate Card at any time. A variation to the Rate Card does not affect the Charges for a Booking already confirmed.
- 3.4** The Charges may be varied after the date of the Confirmation of Booking only where: (a) the Customer requests a change to the Booking which MPS agrees to; (b) additional Equipment, Services, personnel, time or facilities are supplied; (c) charges arise under clauses 5, 6, 7 or 11; or (d) the variation is agreed in writing by both parties.
- 3.5** Unless otherwise agreed in writing:
- (a) **New customers** must pay 100% of the studio hire Charges in cleared funds before the start of the Hire Period. Lighting, Equipment, Services and any additional charges are invoiced after the Hire Period.
 - (b) **Returning customers** must pay 50% of the studio hire Charges in cleared funds before the start of the Hire Period, with the balance and all additional charges invoiced after the Hire Period.
- 3.6** All invoices are payable within 20 Working Days of the date of invoice. Time for payment is of the essence.
- 3.7** Payment is to be made by bank transfer to the account specified on the invoice or via GoCardless payment.
- 3.8** MPS may require a deposit, or payment of the whole of the Charges in advance, as a condition of accepting or continuing any Booking, where in MPS's reasonable opinion the Customer's creditworthiness or payment history warrants it.
- 3.9** If the Customer fails to pay any sum by its due date, MPS is entitled to claim statutory interest at 8% a year above the Bank of England base rate, together with fixed-sum compensation and reasonable costs of recovering the debt, under the Late Payment of Commercial Debts (Interest) Act 1998. The parties agree that the Act applies to each Booking.
- 3.10** The Customer must pay all sums due in full without set-off, counterclaim, deduction or withholding.
- 3.11** Where MPS agrees to invoice a third party at the Customer's request, the Customer remains primarily liable for payment.

4 Cancellation, postponement and reduction

- 4.1** Any cancellation, postponement or reduction of a Booking must be notified to MPS in writing. It takes effect on the Working Day it is received by MPS, or on the next Working Day if received outside MPS's normal business hours.

- 4.2** Where the Customer cancels a Booking, the following charges are payable, calculated as a percentage of the studio hire Charges for the cancelled Booking:

WRITTEN NOTICE RECEIVED BEFORE THE FIRST DAY OF THE HIRE PERIOD	CHARGE
More than 10 Working Days	Nil
Fewer than 10 Working Days	100%

- 4.3** A reduction in the length of a Booking, or in the number of days or the amount of space booked, is treated as a cancellation of the part removed, and the charges in clause 4.2 apply to that part.
- 4.4** In addition to the charges in clause 4.2, the Customer must pay all costs and expenses reasonably incurred by MPS in connection with the Booking before cancellation which MPS cannot recover or avoid, including third party equipment hire, sub-contractor and freelance cancellation charges, and materials ordered.
- 4.5** **Re-booking credit.** Where MPS re-lets the whole or part of the cancelled Hire Period to another customer, MPS will credit the Customer with the amount of the cancellation charge attributable to the period re-let, up to a maximum of the cancellation charge paid. The credit is applied against the cancellation charge, or refunded where the cancellation charge has been paid in full. MPS is under no obligation to re-let, or to prefer the cancelled period over other available dates, but will use reasonable endeavours to offer the dates to other prospective customers.
- 4.6** **Cancellation by MPS.** MPS may cancel a Booking on written notice where the Studio or the Equipment becomes unavailable for reasons outside MPS's reasonable control, or where required for reasons of safety. In that event MPS will refund all sums paid in respect of the cancelled Booking, and will use reasonable endeavours to offer alternative dates. Clause 12 applies to any further liability.

5 Access, the Hire Period and overruns

- 5.1** The Hire Period begins at the time stated in the Confirmation of Booking, or when the Studio or Equipment is made available to the Customer, whichever is earlier. It ends when the Studio and all Equipment are surrendered to MPS clear of the Customer's Personnel and property and in the condition required by clause 6.
- 5.2** The Customer must vacate the Studio by the end of the Hire Period. Access for de-rig, load-out and removal of the Customer's property forms part of the Hire Period.
- 5.3** The Hire Period may be extended only with MPS's prior consent and subject to availability.
- 5.4** **Overruns.** Where the Customer occupies the Studio beyond the end of the Hire Period, whether or not with MPS's consent, MPS may charge at £135 per hour, charged in minimum increments of 30 minutes, together with any additional staffing, security, cleaning and third party costs incurred. Overrun charges apply in addition to any other remedy available to MPS.
- 5.5** MPS's normal operating hours are 8.00am to 6.00pm on Working Days. Any work outside those hours, or on a day that is not a Working Day, is subject to prior agreement and is charged at the overtime and staffing rates set out in the Rate Card.
- 5.6** The Studio is for the exclusive use of the Customer named in the Confirmation of Booking. The Customer may not sub-let, sub-contract, share or otherwise permit any third party to use the Studio without MPS's prior written consent.

6 Condition of the Studio, the cove and making good

- 6.1** The Studio is supplied clean and in the condition described in the Confirmation of Booking.
- 6.2** Where the Booking includes the infinity cove, the cove is supplied in the standard finish described in the Confirmation of Booking. MPS is responsible for the cost of maintaining and repainting the cove between Bookings in the ordinary course.
- 6.3** Specialist finishes, colours other than the standard finish, and repainting requested by the Customer are chargeable as quoted. Requests must be made to the studio manager not less than 24 hours before the start of the Hire Period.
- 6.4** The Studio, the cove and the Equipment are supplied as working production facilities. Minor marks, repairs and variations in surface and finish arising from normal studio use are to be expected and do not make them unfit for use. Any concern about the condition of the Studio, the cove or the Equipment must be raised with MPS's studio manager before the Customer begins using them. MPS will address it where reasonably practicable. If no concern is raised at that time, the Studio, the cove and the Equipment are accepted as supplied. A concern about condition does not entitle the Customer to any reduction in or withholding of the Charges unless MPS agrees in writing.
- 6.5** No alteration, decoration, addition, fixing or rigging to the fabric of the Studio is permitted without MPS's prior written consent.
- 6.6** At the end of the Hire Period the Customer must surrender the Studio in the same condition as at the start, fair wear and tear excepted, and must remove all sets, set materials, props, waste and other property.
- 6.7** Where the Customer fails to remove any property or waste, MPS may remove, store or dispose of it and charge the Customer the cost of doing so, together with a handling charge of £50. MPS is not liable for loss of or damage to property removed, stored or disposed of under this clause.

7 Customer's obligations, Studio Rules and health and safety

- 7.1** The Customer must, and must ensure that the Customer's Personnel:
 - (a) comply with the Studio Rules and with all reasonable directions given by MPS staff;
 - (b) comply with all applicable laws and regulations, and with the requirements of any statutory body, local authority, insurer or landlord of which the Customer has been notified;
 - (c) comply with all applicable health and safety legislation, and produce to MPS on request risk assessments and method statements for any activity at the Studio;
 - (d) not do anything which may invalidate MPS's insurance or that of the building;
 - (e) not cause nuisance, annoyance or disturbance to MPS, to other occupiers of the building or to neighbouring premises, and observe MPS's requirements as to noise, loading, deliveries, parking and access outside normal hours;
 - (f) not bring into the Studio anything which is dangerous, offensive, unlawful or prohibited by the Studio Rules.

- 7.2** The following require MPS's prior written consent and may require additional supervision, insurance or standby cover at the Customer's cost: naked flame; pyrotechnics and special effects; smoke, haze or atmospheric effects; isolation of any fire detection or alarm system; strobe lighting; rigging or work at height; water or liquids on the studio floor; firearms or weapons, including replicas; animals; generators; and any activity identified in the Studio Rules as requiring consent.
- 7.3** The Customer is responsible for the health, safety, supervision and conduct of the Customer's Personnel at the Studio, and for ensuring that they are competent and appropriately qualified for the work they undertake.
- 7.4** MPS may refuse admission to, or require the removal from the Studio of, any person who in MPS's reasonable opinion is in breach of these Conditions or the Studio Rules, is under the influence of alcohol or drugs, or presents a risk to safety, to the Studio or to MPS's staff.
- 7.5** MPS may amend the Studio Rules from time to time. The Studio Rules current at the start of the Hire Period apply to the Booking. During a Hire Period, MPS may change the Studio Rules only where required for health and safety or to comply with the law, and will tell the Customer of any such change as soon as practicable.

8 Content, consents and clearances

- 8.1** The Customer warrants that it holds, and will maintain for the duration of the Booking, all licences, permits, consents, clearances and releases necessary for the activity taking place at the Studio, including in relation to music, performers, contributors, child performance licences and chaperones, animal welfare, and the use of any third party intellectual property.
- 8.2** The Customer warrants that the material produced at the Studio will not be obscene, defamatory, unlawful, or in breach of any third party's rights.
- 8.3** MPS may refuse or terminate a Booking where in MPS's reasonable opinion the activity proposed or taking place is unlawful, unsafe, or likely to bring MPS or the Studio into disrepute. Where MPS terminates under this clause, no refund is due and clause 15.3 applies.
- 8.4** Nothing in these Conditions gives MPS any right, title or interest in any material produced by or for the Customer at the Studio.

9 Equipment and Services

- 9.1** MPS will supply the Equipment and Services with reasonable skill and care.
- 9.2** Equipment is supplied in good working condition.
- 9.3** The Customer must not, without MPS's prior written consent: remove Equipment from the Studio; modify, alter or tamper with Equipment; use Equipment otherwise than in accordance with the manufacturer's recommendations; permit Equipment to be used by untrained or unauthorised personnel; or sell, pledge, encumber, part with possession of, or permit any lien to arise over, Equipment.
- 9.4** Equipment must be returned at the end of the Hire Period in the condition in which it was supplied, fair wear and tear excepted.

- 9.5** Where MPS supplies the services of a driver, assistant, technician, freelancer or sub-contractor at the Customer's request, that person acts under the Customer's direction and control in relation to the creative and operational conduct of the production, and is deemed to be the servant of the Customer for that purpose. The Customer is responsible for the instructions it gives to such personnel. MPS remains responsible for the competence and selection of the personnel it supplies, for their compliance with health and safety requirements and the safe operation of MPS's Equipment, and for its obligations under clause 9.1, subject to clause 12.
- 9.6** Title to Equipment remains with MPS or its sub-contractors at all times. The Customer must not represent otherwise to any third party, and must notify MPS immediately of any attempt by a third party to levy execution against or take possession of any Equipment.

10 Insurance

- 10.1** The Customer must maintain, for the duration of the Booking, at its own cost:
- (a) public liability insurance with a limit of not less than £5,000,000 for any one occurrence;
 - (b) employer's liability insurance with a limit of not less than £10,000,000, where the Customer has employees attending the Studio;
 - (c) insurance covering all Equipment hired from or through MPS, and all property brought onto the Studio by or on behalf of the Customer, for its full replacement value, from the time it is delivered to or collected from the Studio until it is returned;
 - (d) production insurance appropriate to the activity taking place, including cover for consequential loss and loss of profit.
- 10.2** The Customer must send MPS a copy of its certificate of insurance not less than 5 Working Days before the start of the Hire Period or, where the Booking is confirmed less than 5 Working Days before the start of the Hire Period, immediately on Confirmation of Booking, and must produce evidence of cover on request at any time.
- 10.3** If the Customer fails to produce a valid certificate of insurance, MPS may refuse access to the Studio, or suspend or terminate the Booking, without refund and without liability. Cancellation charges under clause 4 apply as if the Customer had cancelled on the day access was refused.
- 10.4** MPS does not insure, and is not responsible for insuring, any property belonging to the Customer or the Customer's Personnel. MPS will not entertain any claim arising from the Customer's failure to effect its own insurance cover.

11 Damage and loss

- 11.1** The Customer is responsible for all loss of or damage to the Studio, the Equipment and the building, and to any property of MPS, caused by or arising from the act or omission of the Customer or the Customer's Personnel, however caused and whether or not negligent, fair wear and tear excepted.
- 11.2** The Customer must pay to MPS the cost of repair, or where the item cannot economically be repaired, the replacement value of the item, together with the hire charges MPS loses while the Studio or Equipment is out of use.
- 11.3** MPS will notify the Customer in writing of any loss or damage within 5 Working Days of the end of the Hire Period, or within 5 Working Days of the date on which it ought reasonably to have become aware of it, and will provide reasonable evidence of the loss or damage and of the cost claimed.

12 MPS's liability

- 12.1** Nothing in these Conditions excludes or limits MPS's liability for: (a) death or personal injury caused by MPS's negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot lawfully be excluded or limited.
- 12.2** Subject to clause 12.1, MPS is not liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: loss of profit; loss of business, revenue or anticipated savings; loss of production, studio time or shooting days; loss of or damage to footage, recordings, data or work in progress; loss of goodwill or reputation; wasted expenditure; or any indirect or consequential loss, in each case however arising.
- 12.3** Subject to clause 12.1, MPS is not liable for loss of or damage to any property of the Customer or the Customer's Personnel brought onto or left at the Studio, whether or not entrusted to MPS, this being a risk which the Customer is required to insure against under clause 10.
- 12.4** Subject to clause 12.1, MPS's total liability to the Customer arising out of or in connection with a Booking, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited in aggregate to 100% of the Charges paid and payable for that Booking.
- 12.5** MPS is not liable for any failure or interruption of utilities, services or facilities at the Studio, or for any breakdown of Equipment, except to the extent caused by MPS's negligence — in which case clauses 12.2 to 12.4 apply.
- 12.6** Subject to clause 12.1, any claim must be notified to MPS in writing, with reasonable details of the claim, within six months of the end of the Hire Period, failing which MPS has no liability in respect of it.
- 12.7** This clause 12 survives termination of the Booking.

13 Indemnity

- 13.1** The Customer indemnifies MPS against all claims, proceedings, costs, charges, expenses, damages and demands made or brought against MPS by any third party arising out of or in connection with:
 - (a) the Customer's use of the Studio, Equipment or Services;
 - (b) any act or omission of the Customer or the Customer's Personnel;
 - (c) any breach by the Customer of these Conditions, the Studio Rules or clause 8;
 - (d) any injury to or death of any of the Customer's Personnel, except to the extent caused by MPS's negligence;
 - (e) any claim that material produced at the Studio infringes a third party's rights or is unlawful.
- 13.2** The indemnity in clause 13.1 does not extend to any claim to the extent that it is caused by MPS's negligence, wilful default or breach of these Conditions.
- 13.3** MPS will notify the Customer promptly of any claim to which the indemnity applies, will not settle it without the Customer's consent (not to be unreasonably withheld), and will give the Customer reasonable assistance in dealing with it at the Customer's cost.

14 Force majeure

- 14.1** A **"Force Majeure Event"** means any event beyond the reasonable control of the party affected, including: act of God, fire, flood, storm or adverse weather; war, terrorism, civil disorder or threat of any of them; epidemic, pandemic or public health restriction; act of government or public authority, including restrictions on travel, gathering or business operation; failure of utilities, telecommunications or transport networks; interruption of access to the building; strike or other industrial action (other than involving that party's own workforce); and structural failure or emergency works at the Studio.
- 14.2** Neither party is in breach of the Booking or otherwise liable for any delay or failure to perform caused by a Force Majeure Event. The affected party must notify the other as soon as reasonably practicable.
- 14.3** Where a Force Majeure Event prevents the Booking from proceeding:
- (a) the parties will use reasonable endeavours to agree alternative dates within two months, and MPS will apply all sums already paid against the rescheduled Booking;
 - (b) where alternative dates cannot be agreed within 20 Working Days, either party may terminate the Booking on written notice;
 - (c) on termination under (b), MPS will refund all sums paid, less the value of any Services already provided and any third party costs MPS has irrecoverably incurred in connection with the Booking, and no cancellation charges under clause 4 are payable.
- 14.4** Where a Force Majeure Event affects only part of a Booking, this clause applies to that part.

15 Suspension and termination

- 15.1** MPS may suspend performance of a Booking, or refuse access to the Studio, where the Customer has failed to pay any sum when due, or has failed to produce evidence of insurance under clause 10.
- 15.2** MPS may terminate any or all Bookings with immediate effect on written notice where the Customer:
- (a) fails to pay any sum due and remains in default 7 days after written notice to pay;
 - (b) commits a material breach of these Conditions, or a breach which is capable of remedy and is not remedied within 7 days of written notice;
 - (c) becomes insolvent, enters into any arrangement with its creditors, has a receiver, administrator or liquidator appointed, passes a resolution for winding up, or suffers any analogous event in any jurisdiction;
 - (d) ceases or threatens to cease to carry on business;
 - (e) is in breach of clause 8.
- 15.3** On termination by MPS under clause 15.2 or clause 8.3: all sums paid are retained by MPS; all outstanding Charges become immediately due; cancellation charges under clause 4 apply as if the Customer had cancelled on the date of termination; and the Customer must vacate the Studio immediately.
- 15.4** Termination does not affect any right or remedy accrued before termination, and clauses 3, 8.4, 11, 12, 13, 16, 17, 19 and 20 survive termination.

16 Confidentiality

- 16.1 Each party will keep confidential all information of a confidential nature disclosed by the other in connection with a Booking, including in MPS's case the identity of the Customer's production, its content, and the identity of any person attending the Studio.
- 16.2 Clause 16.1 does not apply to information which is or becomes public other than through breach of this clause, which was already lawfully known to the receiving party, or which is required to be disclosed by law or by a regulator.
- 16.3 MPS will procure that its staff and sub-contractors are bound by equivalent obligations.
- 16.4 This clause 16 survives termination and continues for three years.

17 Data protection

- 17.1 Each party will comply with its obligations under the UK General Data Protection Regulation and the Data Protection Act 2018.
- 17.2 In relation to personal data processed in connection with a Booking — including the contact details of the Customer's staff, booking and access records— each party acts as an independent controller in respect of the personal data it processes for its own purposes. Neither party is a processor for the other.
- 17.3 MPS processes personal data in accordance with its privacy notice, available at www.mountpleasantstudio.com/termsandpolicies
- 17.4 The Customer is responsible for providing appropriate privacy information to the Customer's Personnel in relation to personal data it provides to MPS.

18 Publicity and marketing

- 18.1 MPS may ask the Customer for permission to take and publish behind-the-scenes photographs or video of the Studio in use, to promote MPS and the Studio. MPS will publish such images only where the Customer has given written approval of the specific images to be published.
- 18.2 MPS may identify the Customer by name as a customer of the Studio, including in client lists and on its website, unless the Customer notifies MPS in writing that it does not wish to be named. MPS will use the Customer's logo or trade marks only with the Customer's prior consent.
- 18.3 Clause 18 does not entitle MPS to reproduce or disclose any of the Customer's material or the content of its production.

19 General

- 19.1 **Assignment.** The Customer may not assign, transfer, charge or deal in any other manner with a Booking or any of its rights under it without MPS's prior written consent. MPS may assign or sub-contract a Booking, provided it remains responsible for performance.
- 19.2 **Entire agreement.** The contract described in clause 2.3 constitutes the entire agreement between the parties in relation to the Booking and supersedes all previous agreements, representations and understandings. Each party acknowledges that it has not relied on any statement or representation not set out in that contract. Nothing in this clause limits liability for fraudulent misrepresentation.

- 19.3 Variation.** No variation of a Booking or of these Conditions has effect unless in writing and signed by an authorised signatory of MPS. MPS may amend these Conditions from time to time; the version current at the date of the Confirmation of Booking applies to that Booking.
- 19.4 Waiver.** A failure or delay by MPS in exercising any right or remedy does not constitute a waiver of it.
- 19.5 Severance.** If any provision of these Conditions is or becomes invalid or unenforceable, it is to be modified to the minimum extent necessary to make it valid and enforceable, or if that is not possible, deleted. The remaining provisions are unaffected.
- 19.6 Third party rights.** A person who is not a party to a Booking has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 19.7 Notices.** Notices must be in writing and sent to the address or email address stated in the Confirmation of Booking, or such other address as a party notifies. A notice sent by email is deemed received at the time of transmission, or if transmitted outside business hours, at 9.00am on the next Working Day. A notice sent by post is deemed received on the second Working Day after posting. This clause does not apply to the service of proceedings.
- 19.8 No partnership.** Nothing in these Conditions creates a partnership, joint venture or relationship of employer and employee between the parties, and neither party has authority to bind the other.

20 Governing law and jurisdiction

- 20.1** These Conditions and any Booking, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by and construed in accordance with the law of England and Wales.
- 20.2** The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.