

# TERMS OF STUDIO RENTING

## 1. APPLICATION

Any use of the studios offered for lease by FPE Bvba (hereinafter referred to as “50.8 Studio”) implies a formal acceptance, without exception or reserve, by the Client or its representative (hereinafter referred to as ‘the Client’), of these general terms and conditions of sale. The placing of a booking via our website ([www.fiftyeight.studio](http://www.fiftyeight.studio)), together with the deposit payment for the space and equipment hire, implies the preliminary consultation and acceptance of these general terms and conditions of sale by the Client. A physical copy of these terms is always available to read by the Client in each studio or available on our website.

## 2. TERMS AND CONDITIONS OF LEASE AND RUNNING OF THE PREMISES

The full amount is indebted even if it is not used outside the arranged time.

*Callsheet* — The Client undertakes to provide 50.8 Studio with a call sheet prior to each service stipulating the names and positions of the persons present on the leased studio set. Therefore, the latter shall be deemed to be authorised by the Client to incur any expense with regard to 50.8 Studio. However, the Client may first formally appoint one person to be responsible for the expenses incurred on its behalf with regard to 50.8 Studio. If no call sheet exists or no person has been designated, all persons present at the studio set shall be deemed to be authorised by the Client.

*Studio set sheet* — Any service carried out by 50.8 Studio shall give rise to the studio set assistant drawing up a studio set sheet providing details of the equipment and services requested by the Client.

This studio set sheet may be subject to the approval on request by the Client or one of its representatives to whom a copy shall be provided.

This studio set sheet shall be used for invoicing purposes. No dispute at a later stage shall be accepted by 50.8 Studio.

Moreover, an expense sheet shall be completed for each service by the studio set assistant and signed by the Client. This sheet shall state the expenses incurred by 50.8 Studio on behalf of the Client.

*Hours* — It is expressly agreed and accepted by the Client that our studios are invoiced on a daily basis for a period of ten hours from 9 am to 7 pm.

Between 7-9am and between 7-9pm occupancy shall be invoiced 70€ per hour, 170€ per hour between 9pm-23:59pm and 210€ per hour after midnight.

This additional time will be invoiced by periods of ½ hour (for each ½ hour started of 10 minutes).

These extra hours will end when the Client, with all his team and equipments/props brought by the Client will have left 50.8 Studio building.

Bookings during weekends (Saturday – Sunday) or during Belgian national holidays ([official list of national holidays](#)) will be subject to an increase of 150€ per rental day.

*Power* — A power extra fee of 70€ shall be invoiced in additional costs per rental day when the booking is for a movie production (Cinema lights such as HMI, TUNGSTEN, ... )

50.8 Studio can not be held responsible for power failure related to the energy supplier or misuse of the Client.

*Cyclorama* — Cyclorama are provided covered, if used, reconditioning to white for the next Client will be invoiced in additional costs (120€ for Studio 1, 80€ for Studio 2).

*Services* — Services as catering, is only available within our facilities and must be therefore be linked to the *booking* of one of our studios.

*Cleaning* — General cleaning charges are included within the basic rental cost. If the studio is left by the Client in such a condition as to require further or specialised cleaning, the Client will pay all such additional costs incurred or charged by the company in respect thereof.

*Storage* — Any equipment or accessory which is not collected within 48 hours following the completion of the service shall give rise to the payment by the Client of a daily storage fee calculated based on the volume stored. Articles which are not collected by the Client within seven calendar days shall be placed in a skip and shall be invoiced in additional costs.

*Trash* — Trash are collected for make up and kitchen regarding a normal usage (snack, drinks, catering trashes). Trashes from set must be collected by the Client at the end of the day(s). If some trash remain in the Studio(s), an extra fee calculated based on the type and volume of trash shall be invoiced in additional costs.

*Delivery* — Due to security reasons, the Client shall be liable for dispatch riders which it uses. Therefore, it undertakes to personally deposit and take delivery of its letters at the enter insofar as dispatch riders are not authorised to drive in the company's premises.

### **3. RECOURSE, LIABILITY AND INSURANCE**

*Parking* — There are 9 parking spaces made available for the Client to use, located in front of the building of 50.8 Studio. In the occurrence of full occupancy of these parking spaces, the Client is invited to park vehicles on the street and shall not use the parking spaces belonging to the neighbouring buildings.

50.8 Studio shall not accept liability for any damage caused by any third party in the car park made available to Clients. In addition, 50.8 Studio's employees shall not be authorised to move the Clients' vehicles.

*Persons & valuables* — The Client shall be liable for all persons present at the place where the service is performed and for the consequences of their actions.

The Client undertakes to take all security measures required for valuables which it brings to 50.8 Studio's premises. It undertakes to first inform 50.8 Studio thereof.

50.8 Studio shall not be held liable for any bodily injury, material and immaterial damage occurring in the premises and any theft, deterioration or damage of any form whatsoever which may occur to species, materials, clothing or any other type of goods, animals including those supplied or brought by the Client, its representative or its agents.

Therefore, the Client shall be responsible for taking out the insurance policies required to cover all risks set forth herein above. The Client undertakes to produce the corresponding certificate to 50.8 Studio upon request.

### **4. DIGITAL FILES AND SERVICES**

50.8 Studio shall not be held liable for the loss or damage to images or computer data used by the Client or obtained using equipment made available. In the event of a fault attributable to 50.8 Studio, its liability shall not be incurred beyond the supply of the same technical resources which were made available to the Client in order to enable it to rebuild the lost or damaged data.

As regards digital capture or retouching, the working files shall be saved for three months with effect from the date of the service. After this time limit, all data shall be destroyed.

### **5. BOOKING, PAYMENT TERMS AND DUE DATES**

*Prices* — All prices indicated on our website ([www.fiftypointeight.studio](http://www.fiftypointeight.studio)) are in euros and do not include taxes. They are non-negotiable.

*Region* — The booking of the studios and of any other services offered by 50.8 Studio shall be made exclusively via our website: [www.fiftypointeight.studio](http://www.fiftypointeight.studio)

This service is available to companies located in the following countries only: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, United Kingdom.

*Force majeure* — 50.8 Studio reserves the right to cancel or adapt the rental hours from any booking following directive from the government regarding an exceptional situation (pandemic, war, curfew ...) or a long term power failure related to the energy supplier.

*Deposit* — A downpayment of 50% of the total amount (excluding taxes) shall be made to confirm studios and catering booking.

Selected products will be temporarily reserved online for a duration of 15 minutes once added to your basket, as to allow the completion of the booking process online. After this time, if no downpayment has been made, the products will be made available again to the rest of the customers online.

*Balance* — The final balance will be invoiced on the day after the booking took place at our studios and shall be paid within 30 days starting from the date of the invoice. In case of late payment, late interest of 10% per annum will be due by the Client by operation of law as well as a fixed allowance of 75€.

*Refund* — In case of cancellations received later than 72 hours before the date of the booking (first booking day at 9 am), the 50% downpayment deposit won't be refunded.

Full cyclo – color and Perpendicular wall – color won't be refund if the paint was already order to the supplier. The Client can come pick up the paint in the 7 days after the first day of booking. After these 7 days, 50.8 Studio will be the owner of the paint.

## **6. VALIDITY**

If any provision of these Terms of studio renting or any part thereof is or becomes invalid, the other provisions and the other parts of the provision in question remain in full force and effect.

If a translation of these Terms is made available to the Customer, it is for informational purposes only. In the event of any discrepancy between this translation and the General Conditions, the French version of the Terms of studio renting will prevail.

## **7. DISPUTES**

In the event of a technical incident or dispute, the Client must state its observations on the studio set sheet as defined in Article 2.

In the event of a legal dispute, the Brussels Commercial Court shall have exclusive jurisdiction.