

## FACILITY HIRE TERMS

### Gravity House, 65-66 Frith Street, Soho, London W1D 3JR

#### PARTIES

(1) **HYPERACTIVE BROADCAST LIMITED trading as GRAVITY MEDIA**, a company incorporated under the laws of England and Wales with registered offices at 32-34 Greenhill Crescent, Watford, WD18 8JU, England and registered company number 01961910 ("**Gravity Media**"); and  
(2) The "**Client**" as specified in the Quote.

#### BACKGROUND

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.

The Client's use of the Facility and/or the Services pursuant to a Quote or other implied or express communication of acceptance of the Quote by the Client, shall constitute acceptance of the Quote on these Terms and Conditions (except insofar as these Terms and Conditions are explicitly referenced and varied by the Quote or any Special Terms & Conditions). Any terms and conditions included by the Client on any invoice, purchase order or other documentation to apply to any Quote shall have no force or effect.

#### AGREED TERMS

##### 1. DEFINITIONS

- 1.1. "**Access Control Materials**" has the meaning ascribed to it in clause 10.1.14;
- 1.2. "**Additional Services**" has the meaning ascribed to it in clause 12.6;
- 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 England are open for business;
- 1.5. "**Client Default**" has the meaning ascribed to it in clause 10.2;
- 1.6. "**Common Parts**" means any toilet and/or kitchen facilities, entrance halls, corridors, lifts, stairways and/or landings serving the Accommodation;
- 1.7. "**Covid-19 Event**" means any event or restriction related to an epidemic, pandemic or any other health-related crisis (and in particular due to Covid-19) that may affect the provision of the Services or the hiring out of the Accommodation or the Kit;
- 1.8. "**Damage**" has the meaning ascribed to it in clause 16.1;
- 1.9. "**Facility**" means Gravity Media's premises located at House 65, Gravity, 66 Frith St, London W1D 3JR (including, for the avoidance of any doubt, the Accommodation);
- 1.10. "**Fees**" means the fees payable by the Client to Gravity Media as consideration for the provision of any Services and the Client's hire of the Accommodation and any Kit, as specified in the Quote;
- 1.11. "**Hire Period**" means the hire period specified in the Quote;

- 1.12. "**House Rules**" means Gravity Media's house rules that apply to the Facility (as amended from time to time) and are attached at Schedule 2. Copies of the House Rules are displayed at the Facility and are available from Gravity Media on request;
- 1.13. "**Kit**" 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 "Kit" 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. "**Order Acknowledgement**" means Gravity Media's written acknowledgement of the Client's order (as supplied to the Client);
- 1.16. "**Privacy Notice**" means Gravity Media's privacy notice, as attached at Schedule 1 and as may be updated from time to time;
- 1.17. "**Quote**" means Gravity Media's quote setting out details of: (i) the Client's hire of the Accommodation and any Kit; (ii) any Services to be provided by Gravity Media; (iii) the Hire Period; and (iv) the Fees, as may be updated from time to time in accordance with clause 12.1;
- 1.18. "**Risk Period**" has the meaning ascribed to it in clause 8.7;
- 1.19. "**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;
- 1.20. "**Services**" means any services to be provided by Gravity Media to the Client as specified in the Quote;
- 1.21. "**Special Terms and Conditions**" means a variation of these Terms and Conditions agreed and signed by Gravity Media and the Client;
- 1.22. "**Terms**" means the terms and conditions set out below, the Quote, the Order Acknowledgement and the House Rules, as amended from time to time; and
- 1.23. "**Third Party Services**" has the meaning ascribed to it in clause 12.6.2.

##### 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.
- 2.2. The Terms consist of:
  - 2.2.1. the Order Acknowledgement;
  - 2.2.2. the Quote;
  - 2.2.3. the House Rules; and
  - 2.2.4. these terms and conditions.

- 2.3. If there is any conflict or ambiguity between the terms of the documents listed in clause 2.2 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.
- 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. Gravity Media agrees to hire out the Accommodation and Kit 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 Gravity Media and the hire of the Accommodation and Kit, 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 Kit; or (ii) receives the Order Acknowledgement from Gravity Media.
- 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.
- 5. BOOKINGS**
- 5.1. Pencil bookings do not form a contractual obligation for either party. Gravity Media will accept pencil bookings for future requirements (subject to availability), but may ask the Client to confirm or release pencil bookings at any time. If confirmation has not been received from the Client within 24 hours of such notice, the pencil will be released.
- 5.2. In order to keep pencil challenges to a minimum, the parties shall develop and maintain a shared "Booking Requirement" document which shall be updated weekly, as required.
- 5.3. A room booking is confirmed once Gravity Media receives a holding PO at which point the booking is subject to the cancellation terms at clause 18.1.7.
- 6. USAGE**
- 6.1. The Client shall not, without Gravity Media's prior written permission, use the Services, Kit or Accommodation for any purpose other than as expressly agreed between the parties in writing.
- 6.2. The Services, Kit and Accommodation may not be used for any illegal or immoral purpose.
- 7. ACCOMMODATION**
- 7.1. Subject to these Terms, Gravity Media agrees to permit the Client during the Hire Period to:
- 7.1.1. use the Accommodation as an editing suite, film or broadcast studio, production office and/or audio-visual effects workspace for the purpose of film and television production; and
- 7.1.2. use the Common Parts in common with Gravity Media and all others authorised by Gravity Media in a manner consistent with the intended use of each such Common Part.
- 7.2. The Client acknowledges that:
- 7.2.1. the Client shall occupy the Accommodation as a licensee;
- 7.2.2. no relationship of landlord and tenant is created between Gravity Media and the Client by these Terms;
- 7.2.3. the Client shall not be entitled to any statutory protection on termination of these Terms;
- 7.2.4. Gravity Media shall retain control and possession of the Accommodation and the remainder of the Facility and the Client has no right to exclude Gravity Media from the Accommodation or any part of the Facility;
- 7.2.5. 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;
- 7.2.6. any changes to the Client's requirements in respect of the Kit, the Services and/or the Accommodation after the same have been agreed between the parties in writing may incur additional costs which shall be discussed and agreed by the parties;
- 7.2.7. all risk in the Client's film, sound recordings, tape or other stock or materials of any kind shall at all times remain with the Client;
- 7.2.8. Gravity Media's grant of the rights herein is strictly subject to the Client complying with the House Rules set out at Schedule 2;
- 7.2.9. 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;
- 7.2.10. 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 Gravity Media shall not be liable to the Client for such storage or disposal. The Client shall indemnify Gravity Media in respect of any claim made by a third party in relation to such storage or disposal;
- 7.2.11. any equipment brought into the Facility by the Client (which shall only be permitted with Gravity Media's prior written consent) is at the Client's risk and the Client shall remain responsible for such equipment;
- 7.2.12. 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 Gravity Media's applicable rules and regulations regarding visitor access and in any case, Gravity Media may (in its sole discretion) refuse access to the Facility to any visitor.
- 7.3. The Client agrees that it shall not:
- 7.3.1. 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 Gravity Media's prior written consent;
- 7.3.2. allow any minor into the Facility for any reason without Gravity Media's prior written consent;
- 7.3.3. take any action (or permit any action to be taken on its behalf) that will cause Gravity Media to be in violation of any applicable laws and regulations;
- 7.3.4. 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 Gravity Media liable to prosecution or any claim of any sort for any reason;
- 7.3.5. allow any animals into the Facility without Gravity Media's prior written consent and, if such consent is granted, the Client shall comply with Gravity Media's Pets in the Workplace Policy as set out in Schedule 3;
- 7.3.6. affix or attach anything to, or otherwise decorate, any part of the Accommodation or the Facility without Gravity Media's prior written consent;
- 7.3.7. 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 Gravity Media or any third party;
- 7.3.8. bring any additional equipment or machinery into the Facility or make any alterations to the existing structure and layout of the Facility without Gravity Media's prior written consent;
- 7.3.9. 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 Gravity Media's express prior written consent.
- 7.4. The Client shall:
- 7.4.1. ensure that any and all equipment and technology (other than the Kit) that is introduced to the Facility by the Client (which shall only be permitted with Gravity Media's prior written consent) 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. Gravity Media shall be entitled (on providing reasonable notice to the Client) to check such equipment and technology;
- 7.4.2. ensure that all persons have vacated the Accommodation prior to the end of the Hire Period;
- 7.4.3. notify Gravity Media of its proposed use of the Accommodation in reasonable detail before the start of the Hire Period and, if requested by Gravity Media, prepare a risk assessment and provide the same to Gravity Media within a reasonable time;
- 7.4.4. 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 Kit and the Services;
- 7.4.5. 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 Gravity Media in carrying out any works under this clause shall be payable by the Client on demand;
- 7.4.6. be responsible for all matters relating to its own personnel; and
- 7.4.7. 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 7.3.6 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.
- 8. KIT**
- 8.1. Subject to these Terms, Gravity Media agrees to permit the Client to use the Kit during the Hire Period for the purpose of film and television production.
- 8.2. The Client shall only use the Kit for the purpose for which it is designed and shall comply with any reasonable instructions issued to the Client by Gravity Media.
- 8.3. The Kit shall not be removed from the Facility by the Client other than in accordance with these Terms or unless otherwise expressly authorised by Gravity Media in writing.
- 8.4. The Client shall not sell, assign, charge or create any encumbrance, security, interest or sub-lease over or otherwise dispose of or abandon the Kit, nor allow the Kit to become a fixture on any land or property.
- 8.5. At the end of the Hire Period, or on earlier termination in accordance with these Terms, the Client shall deliver up to Gravity Media the Kit in no

- worse repair and condition than it was in at the start of the Hire Period (fair wear and tear only excepted).
- 8.6. The Client agrees that it shall not:
- 8.6.1. without the prior consent of Gravity Media, modify or make any alterations, additions or repairs to the Kit;
- 8.6.2. remove or interfere with any identification, marks or plates affixed to the Kit;
- 8.6.3. deface the Kit nor add any painting, sign writing, letting or advertising to or on the Kit.
- 8.7. The risk of loss, theft, damage or destruction of the Kit shall pass to the Client on commencement of the Hire Period. The Kit shall remain at the sole risk of the Client during the Hire Period and any further term during which the Kit is in the possession, custody or control of the Client ("**Risk Period**") until such time as the Kit is redelivered to Gravity Media. During the Hire Period and the Risk Period, the Client agrees that it shall: (i) operate the Kit using due care, skill and attention; and (ii) ensure that any of the Client's employees, invitees or agents operating the Kit are appropriately qualified and/or competent to do so and have reasonable professional experience in the use of the same or similar equipment.
- 8.8. The Client shall be responsible for any damage caused to the Accommodation during the Hire Period (save to the extent that such damage was caused by Gravity Media).

## 9. IT FACILITIES

- 9.1. Subject to availability and the agreed Services and Fees, the Client shall be permitted to use Gravity Media's internet browsing at the Facility for the duration of the Hire Period.
- 9.2. At the request of the Client, 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.
- 9.3. Gravity Media makes no representations as to the reliability, security or suitability of any IT facilities howsoever provided. Further, Gravity Media shall be under no obligation to oversee, monitor or moderate the IT network.
- 9.4. Where media storage is provided as part of the Services, Gravity Media will delete any of the Client's media promptly after the end of the Hire Period or earlier termination of these Terms.
- 9.5. 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.
- 9.6. 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.

## 10. CLIENT'S OBLIGATIONS

- 10.1. The Client shall:
- 10.1.1. pay the Fees when due;
- 10.1.2. take all reasonable steps to safeguard and protect the Accommodation and any Kit from loss and damage and follow all instructions in relation to security and access to the Facility and the Accommodation;
- 10.1.3. use its best endeavours to ensure that no nuisance by noise or otherwise is caused to others during the Hire Period;
- 10.1.4. not sell any goods, products, merchandise or services at the Facility without Gravity Media's express prior written consent;
- 10.1.5. notify Gravity Media immediately of any complaints, accidents, losses, damage or claims relating to the Services, the Kit or the Facility during the Hire Period;
- 10.1.6. co-operate with Gravity Media in all matters relating to the Services, the Kit and the Facility;
- 10.1.7. provide Gravity Media with such information as Gravity Media may reasonably require in order to supply the Services and hire out the Kit and the Accommodation, and ensure that such information is accurate in all material respects;
- 10.1.8. 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;
- 10.1.9. comply with all applicable legislation, statutes, regulations and licensing requirements;
- 10.1.10. observe and abide by the House Rules;
- 10.1.11. not undertake any activity which may bring Gravity Media into disrepute;
- 10.1.12. not make, record or document any negative statement whatsoever, whether written or oral, regarding the Services, the Kit, the Accommodation and/or Gravity Media or any of its officers, directors or employees;
- 10.1.13. comply with all reasonable requests and instructions of Gravity Media, its staff and its agents;
- 10.1.14. 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 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
- 10.1.15. 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 7.3.1 or otherwise), abide by these Terms.
- 10.2. If 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**"):
  - 10.2.1. 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 Kit 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 Gravity Media's performance of any of its obligations;
  - 10.2.2. Gravity Media shall not be liable for Losses suffered, sustained or incurred by the Client arising directly or indirectly from Gravity Media's failure or delay to perform any of its obligations as set out in this clause 10.2; and
  - 10.2.3. the Client shall reimburse Gravity Media on written demand for Losses suffered, sustained or incurred by Gravity Media arising directly or indirectly from the Client Default.
- 11. CREDIT / ACKNOWLEDGEMENT**
- 11.1. The Client will, at its sole discretion, include an accreditation acknowledging Gravity Media (using appropriate terminology e.g. "Editing facilities" / "Editing equipment and rooms" / "Office space" / "Supply of studios, communications equipment 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 Kit or the Accommodation.
- 12. FEES AND PAYMENT**
- 12.1. Prior to the start of the Hire Period, Gravity Media shall provide the Client with the Quote (but shall reserve the right to increase any rates set out in the Quote on thirty (30) days' notice to the Client). If, before or during the Hire Period, the scope of the Kit, Services or Accommodation is widened or unforeseen complications or circumstances arise, Gravity Media reserves the right to revise the Quote (in which event Gravity Media shall notify the Client and provide the Client with an updated Quote).
- 12.2. Subject to any specific payment terms agreed between Gravity Media and the Client and detailed in the Quote:
  - 12.2.1. Gravity Media shall invoice the Client at the end of each month;
  - 12.2.2. invoices shall be payable by the Client within thirty (30) days of receipt;
  - 12.2.3. any discount or reduction offered by Gravity Media (in its sole discretion) to the Client shall be credited against the
- final invoice raised by Gravity Media during the Hire Period.
- 12.3. The Client shall pay each invoice submitted by Gravity Media in full and in cleared funds. Time for payment shall be of the essence of these Terms and Gravity Media's right to terminate pursuant to clause 18.1.5 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 Gravity Media continuing to perform its obligations under these Terms.
- 12.4. If the Client fails to make a payment due to Gravity Media under these Terms by the due date, then (without limiting any other rights or remedies to which 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 12.4 shall accrue each day at 4% a year above the 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%.
- 12.5. Gravity Media reserves the right to collate multiple bookings by the same Client into a single invoice.
- 12.6. At the Client's request, 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:
  - 12.6.1. where Additional Services are provided by Gravity Media (for example, "internal runner" services), the provision of such Additional Services shall at all times be subject to availability and Gravity Media reserves the right to charge an additional fee in respect of any Additional Services rendered;
  - 12.6.2. where Additional Services are not available from Gravity Media, 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. 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. Gravity Media is not responsible for the availability of any Third Party Services.

12.7. In the event that any Access Control Materials are lost, damaged or not returned to Gravity Media at the end of the Hire Period, the Client shall pay to 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.

12.8. All sums due from the Client to Gravity Media shall be increased to include VAT at the rate in force for the time being.

12.9. 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).

### 13. WARRANTY AND PERFORMANCE

13.1. Gravity Media shall have the right to make any changes to the Services, the Kit 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 Gravity Media shall notify the Client in any such event.

13.2. Gravity Media gives no warranty that the Services, the Kit 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.

13.3. 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.

### 14. CONFIDENTIALITY

14.1. Each party undertakes that it shall not at any time during the Hire Period, and for a period of two (2) years after the later of the end of the Hire Period or termination of these Terms, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2. Each party may disclose the other party's confidential information:

14.2.1. 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 14; and

14.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3. 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.

14.4. 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 7.3.1 or otherwise), in relation to clause 14.1 as if they were the actions or omissions of the Client.

14.5. The Client shall procure that any of the persons mentioned in this clause enter into a confidentiality agreement with Gravity Media, if requested by Gravity Media.

### 15. INDEMNITY

15.1. The Client shall indemnify Gravity Media against all Losses suffered, sustained or incurred by Gravity Media (or any employee, agent or sub-contractor of Gravity Media) arising out of or in connection with:

15.1.1. the Client's breach or non-performance of any of its obligations under these Terms;

15.1.2. the acts or omissions of the Client (or any employee, agent or sub-contractor of the Client); or

15.1.3. 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).

### 16. LIABILITY

16.1. 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**");

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

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

### 17. LIMITATION OF LIABILITY

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

17.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

17.1.2. fraud or fraudulent misrepresentation; or

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

17.2. Subject to clause 17.1, 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:

- 17.2.1. loss of any of the following: profits; sales or business; agreements or contracts; anticipated savings; data or information; recorded media;
  - 17.2.2. loss or damage to goodwill;
  - 17.2.3. any indirect or consequential loss;
  - 17.2.4. use or corruption of software;
  - 17.2.5. the death of, or injury to, the Client, its employees, customers or invitees to the Facility;
  - 17.2.6. damage to any property of the Client or that of the Client's employees, customers or other invitees to the Facility;
  - 17.2.7. 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 hereunder;
  - 17.2.8. any loss or damage to any image, sound, picture, music, work or any other intangible property belonging to the Client.
- 17.3. Subject to clause 17.1, 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.
- 17.4. This clause 17 shall survive termination of these Terms.
- 18. TERMINATION**
- 18.1. Without limiting its other rights or remedies, Gravity Media may terminate these Terms with immediate effect by giving written notice to the Client if:
- 18.1.1. 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;
  - 18.1.2. the Client breaches any of the House Rules set out at Schedule 2;
  - 18.1.3. 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;
  - 18.1.4. the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - 18.1.5. the Client fails to pay any amount due under these Terms when due;
  - 18.1.6. the Client fails to comply with all relevant laws and regulations in the conduct of its business; or
  - 18.1.7. the Client does anything which, in Gravity Media's reasonable opinion, will or is likely to: (i) interfere with the use of the Facility by Gravity Media or by others; (ii) cause any nuisance or annoyance to Gravity Media or others; (iii) increase Gravity Media's insurance premiums or invalidate Gravity Media's insurance policies; (iv) cause loss or damage (including reputational damage) to 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 Gravity Media;
- and in each and every such case, in the event that Gravity Media exercises its right to terminate, the Client shall be deemed to have repudiated these Terms.
- 18.2. Without limiting its other rights or remedies, Gravity Media may suspend the hire of the Kit 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 Gravity Media if the Client becomes subject to any of the events listed in clauses 18.1.3 to 18.1.4 or violates any of the terms set out in clauses 18.1.5 to 18.1.7 or 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.
- 18.3. 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.
- 18.4. The Client shall be entitled to terminate this Agreement at any time by providing written notice and paying the following cancellation charges to Gravity Media:
- 18.4.1. 0% of the total Fees for any Accommodation, Services and Kit specified in the Quote for the Hire Period, if written notice is provided by the Client more than three (3) months before the first day of the Hire Period;
  - 18.4.2. 50% of the total Fees for any Accommodation, Services and Kit specified in the Quote for the Hire Period, if written notice is provided by the Client three (3) months or less before the first day of the Hire Period and more than one (1) month before the first day of the Hire Period; and
  - 18.4.3. 100% of the total Fees for any Accommodation, Services and Kit specified in the Quote for the Hire Period, if written notice is provided by the Client one (1) month or less before the first day of the Hire Period or if the Client does not provide written notice.
- 19. CONSEQUENCES OF TERMINATION**
- 19.1. On termination of these Terms for any reason:
- 19.1.1. the Client shall immediately pay to Gravity Media all of Gravity Media's outstanding unpaid invoices and, in

- respect of any Kit, Accommodation, Services or any other services supplied or hired out but for which no invoice has been submitted, Gravity Media shall submit an invoice which shall be payable by the Client immediately on receipt;
- 19.1.2. 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 Gravity Media shall be entitled to remove such property and recover the incidental costs of such removal from the Client;
- 19.1.3. those provisions of these Terms which expressly or by implication survive termination shall continue in full force and effect;
- 19.1.4. the Client shall no longer be in possession of the Kit with Gravity Media's consent and shall (unless otherwise agreed with Gravity Media) forthwith return the Kit to Gravity Media at such address as 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, Gravity Media shall, at any time after termination or expiry of the relevant Hire Period without notice retake possession of the Kit. The Client shall bear the reasonable costs incurred by Gravity Media in retaking possession of the Kit;
- 19.1.5. the Client shall not be entitled to hold itself out as associated with Gravity Media, the address of the Facility and/or Accommodation or any telephone number or IP address owned by Gravity Media;
- 19.1.6. if the Client fails to vacate the Accommodation and/or return the Kit or where the Kit is returned damaged and is duly repaired by Gravity Media, at the end of the Hire Period (or otherwise on termination in accordance with clause 18), 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 Kit (rounded up to the nearest full day) and/or Gravity Media is unable to hire the Kit 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 12.2.3);
  - (b) any and all sums representing Gravity Media's liability to third parties affected by the Client's failure to vacate the Accommodation, return the Kit and/or return the Kit in good condition;
  - (c) any and all Losses directly or indirectly incurred by Gravity Media as a result of the Client's failure to vacate the Accommodation, return the Kit and/or return the Kit in good condition; and
  - (d) any costs and expenses incurred by Gravity Media in recovering the Kit and/or in collecting any sums due under these Terms (including any storage, insurance, repair, transport, legal and remarketing costs).
- 19.2. Upon termination of these Terms pursuant to clause 18.1 or any other repudiation of these Terms by the Client which is accepted by Gravity Media, the Client shall pay to 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 Gravity Media is able to mitigate any loss where possible and without prejudice to any other rights or remedies to which Gravity Media may be entitled.
- 19.3. The sums payable pursuant to clause 19.2 above shall be agreed compensation for Gravity Media's loss and shall be payable in addition to the sums payable pursuant to clauses 19.1 and 19.1.6.
- 20. 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, 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.
- 21. TAX EVASION, ANTI-BRIBERY, ANTI-CORRUPTION AND MODERN SLAVERY**
- 21.1. During the Hire Period, the Client shall:
- 21.1.1. 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;
- 21.1.2. comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption; and
- 21.1.3. comply with all applicable laws, statutes and regulations from time to time in force designed to combat slavery and human trafficking and shall notify 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 enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22. 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 Gravity Media to carry out its obligations hereunder. Gravity Media will collect and process such information in accordance with the Privacy Notice attached at Schedule 1.
- 23. ASSIGNMENT AND OTHER DEALINGS**  
23.1. 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.  
23.2. The Client shall not, without 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.
- 24. 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.
- 25. VARIATION**  
Save as expressly provided for herein on the part of Gravity Media, no variation of these Terms shall be effective unless it is in writing and signed by Gravity Media or its authorised representatives.
- 26. 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.
- 27. 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.
- 28. 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).
- 29. 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.
- 30. THIRD PARTIES**  
No one other than a party to these Terms shall have any right to enforce these Terms.
- 31. 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.
- 32. JURISDICTION**  
Each party irrevocably agrees that the courts of England 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.
- 33. COVID-19**  
33.1. Notwithstanding the generality of the force majeure provisions at clause 20, the parties agree that in the event of a Covid-19 Event:

- 33.1.1. Gravity Media's obligations shall be suspended;
  - 33.1.2. Gravity Media shall not incur any liabilities, costs or penalties in connection with the Covid-19 Event;
  - 33.1.3. the parties shall use reasonable endeavours to continue the performance of these Terms; and
  - 33.1.4. these Terms may only be terminated if Gravity Media determines, in its sole discretion, that it is unable to fulfil its obligations hereunder due to the Covid-19 Event.
- 33.2. In the event of a conflict between this clause 33 and clause 20, the provisions of this clause 33 shall prevail.

**Accepted and agreed for and on behalf of the Client:**

Signature:

Name:

Title:

Date:

## SCHEDULE 1

### PRIVACY NOTICE

#### Privacy notice for customers and suppliers (UK)

Hyperactive Broadcast Limited, trading as Gravity Media ("We", "Us", "Our") is committed to protecting the privacy and security of your personal information. This notice describes how we collect and use personal information to all customers and suppliers, in accordance with the UK General Data Protection Regulation (UK GDPR), Data Protection Act 2018, and other relevant legislation. It applies to all customers and suppliers.

Gravity Media is a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice does not form part of any contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.

**It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.**

#### Data protection principles

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not in any way incompatible with those.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

#### The kind of personal information we hold about you

**Personal Data** means any information about an individual from which that person can be identified. It does not include anonymous data. There are "special categories" of more **Sensitive Personal Data** which require a higher level of protection, such as information about a person's health or sexual orientation.

We will collect, store, and use the following categories of **Personal Data** about you:

- Contact details, such as name and title
- Business details including address, telephone number, job title, and email address
- Credit card, bank details and/or payment details

We do not currently collect and store any **Special Personal Data** from our customers or suppliers.

#### How is your personal information collected?

It is necessary for us to collect information about you to perform our contract in supplying you with our products and services. It is also within ours, and your, businesses legitimate interests for us to conduct certain business and marketing activity. We only collect the data that is needed, and only use it for the purpose intended. We only retain the data for the time period we believe is necessary and will only share data where we need to in order to complete activity.

#### We collect personal information about you in the following ways:

- Business contracts
- Incoming marketing and business emails
- LinkedIn & industry publications
- Trade shows and industry events

- From other colleagues and/or contacts from within your business
- From a contact outside your business, but who believes it is in your legitimate interest to share your details with us
- Business cards
- On using our Company websites

### **Your duty to inform us of changes**

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your information changes during your working relationship with us via [grp-uk-data\\_protection@gravitymedia.com](mailto:grp-uk-data_protection@gravitymedia.com).

### **How we use Personal Data**

We will use your Personal Data in the following circumstances:

1. Where we need to perform the contract we have entered into with you
2. Where we need to comply with a legal obligation
3. Where it is necessary for our/third party legitimate interests and your interests and fundamental rights do not override those interests

We may also use your Personal Data in the following situations, which are likely to be rare:

4. Where we need to protect your interests (or someone else's interests).
5. Where it is needed in the public interest or for official purposes.

### **Examples of situations in which we will use your Personal Data**

The situations in which we will process your Personal Data are listed below. Some of the grounds will overlap and there may be several grounds justifying our use of your Personal Data.

- To engage in a working business relationship and/or contract
- Maintain accurate and up-to-date supplier records and contact details
- Assist in improving the services of the Gravity Media
- Account Maintenance
- To contact you if we believe you would have a legitimate interest in our products and services
- To allow us to send marketing emails to you with regards our latest news and product information.

### **If you fail to provide Personal Data**

If you fail to provide certain information when requested, we may not be able to perform the activity we have entered into with you, or we may be prevented from complying with our legal obligations.

### **Change of purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is permitted or required by law.

### **Why do we collect this information about and what is the legal basis**

It is necessary for us to collect information about you to perform our contract in supplying you with our products and services. It is also within ours, and your, businesses legitimate interests for us to conduct certain business and marketing activity. We only collect the data that is needed, and only use it for the purpose intended. We only retain the data for the time period we believe is necessary and will only share data where we need to in order to complete activity. The third parties we share data with can be found later in this notice.

### **Consent**

In some instances, we will require your consent to using your data. On accepting this privacy policy, you consent to us using your data for the outlined processes and under the legal bases detailed in this privacy notice.

Some of the grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

### **Automated decision-making**

Automated decision making takes place when an electronic system uses personal information to make a decision without human intervention. We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

### **Data sharing**

"Third parties" includes third party service providers (including designated agents) and other entities within our group. When we require third parties to handle and store your data, we request that they respect the security of your data and to treat it in accordance with the law.

#### **Which third-party service providers process my Personal Data?**

Third-party service providers (contractors and designated agents and other entities within our group) can include:

- Banks – for payments
- Email marketing storage and service provider
- Mail marketing service provider
- Delivery partners
- We may share your personal information with other third parties, for example, in the context of the possible sale or restructure of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

Gravity Media Group Limited, trading as Gravity Media and its subsidiary companies will never sell your personal information to a third party.

#### **How secure is my Personal Data with third-party service providers and other entities in our group?**

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your Personal Data in line with our policies. We do not allow our third-party service providers to use your Personal Data for their own purposes. We only permit them to process your Personal Data for specified purposes and in accordance with our instructions.

#### **Transferring information outside the EEA**

We will transfer the Personal Data we collect about you to the countries outside the EEA for example, Australia and the US, in order to perform our contract with you. Where there is not an adequacy decision by the European Commission in respect of a country (which means that the country to which we transfer your data are not deemed to provide an adequate level of protection for your personal information) we will put in place appropriate measure[s] to ensure that your Personal Data is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection, for example via a data sharing agreement, or standard contractual clauses (SCCs)

### **Data security**

We have put in place measures to protect the security of your information. Details of these measures are available upon request. Third parties will only process your Personal Data on our instructions and where they have agreed to treat the information confidentially and to keep it secure. We have put in place appropriate security measures to prevent your Personal Data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only process Personal Data on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

### **Data retention**

We will only retain your personal information for as long as is necessary to fulfil the purposes we collected it for, including the purposes of satisfying any legal, accounting or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

If you need to know how long we retain your information for with regards to a specific activity, please contact [grp-uk-data\\_protection@gravitymedia.com](mailto:grp-uk-data_protection@gravitymedia.com).

## Rights of access, correction, erasure, and restriction

### Your rights in connection with Personal Data

Under certain circumstances, by law you have the right to:

- **Request access** to your Personal Data (known as a "data subject access request"). This enables you to receive a copy of the Personal Data we hold about you and check that we are lawfully processing it.
- **Request correction** of the Personal Data that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your Personal Data. This enables you to ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Data where you have exercised your right to object to processing (see below).
- **Object to processing** of your Personal Data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your Personal Data for direct marketing purposes.
- **Request the restriction of processing** of your Personal Data. This enables you to ask us to suspend the processing of Personal Data about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your Personal Data to another party.

If you want to review, verify, correct or request erasure of your Personal Data, object to the processing of your Personal Data, or request that we transfer a copy of your Personal Data to another party, please contact the DPO in writing.

### No fee usually required

You will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

### What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it.

### Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your Personal Data for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact [grp-uk-data\\_protection@gravitymedia.com](mailto:grp-uk-data_protection@gravitymedia.com). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

### Data protection officer

We have appointed a data protection officer (DPO) to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your Personal Data, please contact the DPO on [grp-uk-data\\_protection@gravitymedia.com](mailto:grp-uk-data_protection@gravitymedia.com).

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk))

### Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

Updated on: 26 May 2022

**If you have any questions about this privacy notice, please contact [grp-uk-data\\_protection@gravitymedia.com](mailto:grp-uk-data_protection@gravitymedia.com).**

## SCHEDULE 2

### HOUSE RULES

#### Gravity House, 65-66 Frith Street, Soho, London W1D 3JR

We welcome you to Gravity House. Please read the following information and rules carefully. These House Rules form part of the binding agreement you make with us on entry to Gravity House and at the time of your booking.

1. **Opening hours:** Gravity House is open 24 hours a day, 7 days a week, 365 days a year; during your booking we encourage you to use our facilities whenever is most convenient to you.
2. **Staff availability:** Our staff are available to help you anytime between the hours of 9:00am and 6:00pm. We also offer full engineering support around the clock at no extra cost, please email [warren.symonds@gravitymedia.com](mailto:warren.symonds@gravitymedia.com) or call +44 7786 173325 to request engineering support. We ask that you please obey all reasonable instructions and requests from our staff and that you behave in a professional and respectful manner to staff at all times.
3. **Security:** We employ security guards on-site 24/7 and we operate CCTV in all communal areas. Please note given the nature of our clients' business we do not operate CCTV inside individual rooms. All CCTV footage is securely stored on our server for 60 days. Please help us to keep the premises secure by ensuring your room's windows and doors are closed and locked when it is not in use and that valuables and other personal items are not left unattended (particularly overnight). Please let us know if you have any security questions or concerns.
4. **Access:** Access to our site is only available using electronic key cards which will be provided to you on your arrival at reception. We ask that any missing or lost key cards are reported to us immediately for the safety and security of everyone on-site. Replacement key cards are available from reception at a cost of £10.
5. **Parking/Bicycles:** We cannot offer any parking spaces at Gravity House, but we are located centrally within easy walking distance of Leicester Square, Covent Garden and Tottenham Court Road tube stations. We recommend using public transport to reach us wherever possible. We do have bicycle racks on-site, please have a word with reception if you would like further information. You will need to bring your own bicycle padlock/chain.
6. **Smoking/Vaping:** We operate a strict no smoking/vaping policy inside Gravity House for the comfort and well-being of everyone on-site. If your booking includes balcony access then you may smoke/vape whilst standing on balconies only, otherwise please ensure all smoking/vaping is done outside.
7. **Guests:** Please let us know as soon as possible (minimum of 24 hours' notice) if you would like to bring a guest into Gravity House. We are obliged to keep an accurate record of everyone inside the premises for security and fire safety purposes.
8. **Fire safety:** Fire alarms, fire extinguishers and emergency lighting are installed throughout the building and we also have a fire curtain on-site. We hold weekly fire alarm tests and bi-annual fire evacuation drills. Please help us to prevent the risk of electrical fires by taking care not to overload power plugs/sockets and by ensuring that electrical equipment does not overheat. Items which could be deemed easily flammable (including candles), explosive, or hazardous are strictly prohibited inside the premises and heaters and cooking facilities must not be used inside rooms. Any electrical equipment that you bring onto the premises must be PAT tested and checked by our engineers before use.
9. **Hygiene/Cleanliness:** All rooms, communal areas and facilities are cleaned daily after 6pm, but we can accommodate more flexible cleaning schedules where necessary – please contact reception for further information. Please help us to keep the premises safe, clean and tidy by ensuring that wires and cables are securely stored so that no one will trip over them, walkways and communal areas are kept clear, and rubbish is placed in the bins provided (cardboard items may be left outside your room where they will be collected for recycling). If you wish to keep food in the premises overnight, please ensure that it is kept in sealed hard plastic containers. We can also provide small coolers to you on request.
10. **Environmental/Sustainability policy:** We are committed to conducting our business as sustainably as possible. Please help us to protect the environment by turning off lights, power plugs/sockets, taps, electrical equipment, fans, and air conditioning units when they are not in use.
11. **Health & Safety:** First aid kits are kept on every floor of the premises and we have certified first aiders on our staff. Please report any health & safety issues/incidents (including potential issues/incidents) to [warren.symonds@gravitymedia.com](mailto:warren.symonds@gravitymedia.com) or call +44 7786 173325 as soon as practicable.
12. **General conduct:** We ask everyone using our premises to behave in a safe, professional, lawful and sensible manner at all times. Please be mindful of other clients working on-site and keep noise levels to a minimum – we recommend using sound/audio dampening where possible. Please also note that whilst we are happy to accommodate night-time working, we cannot allow clients to sleep inside rooms overnight.

13. **Wall fixings:** If you wish to attach any items to the walls, please let us know and we will install them for you. At the end of your booking you will be charged for any costs associated with returning the walls to their original state. Please do not display any advertisements, signboards, nameplates, inscriptions, flags, banners, placards, posters, signs or notices in the premises without our prior consent.
14. **Damage:** Please let us know within the first 24 hours of your booking if there is any pre-existing damage to rooms/equipment/furnishings. Please ensure that you do not remove any equipment/furnishings from individual rooms and please notify us immediately if you notice any damage to rooms/equipment/furnishings during your booking.
15. **Pets:** Gravity House operates as a pet-friendly premises. If you wish to bring your pet into Gravity House, this is subject to our Pets in the Workplace Policy (attached at Schedule 3) which you are required to follow and sign.
16. **Covid-19 policy:** All of our staff regularly undertake temperature and lateral flow tests in order to prevent the spread of Covid-19. We are happy to make the same tests available to clients – please contact reception if you would like further information. We expect everyone using our premises to follow the latest government guidelines and regulations in order to prevent the spread of Covid-19, which may include (without limitation) social distancing, limiting the number of people allowed in certain spaces at a time, wearing face masks in communal areas, and frequent hand washing and/or frequently using antibacterial hand gel (which is provided at hand sanitising stations on-site). Please note that we undertake regular Covid-19 risk assessments and we are keeping our Covid-19 policy under constant review in line with the latest government guidance.



### **SCHEDULE 3**

#### **PETS IN THE WORKPLACE POLICY**

##### **Gravity House, 65-66 Frith Street, Soho, London W1D 3JR**

Gravity House operates as a pet-friendly premises. If you request to bring your pet into Gravity House, this is subject to our Pets in the Workplace Policy, and you are required to follow these rules:

- You accept full responsibility for the pet being brought onto the Gravity House premises including any property damage.
- Pets must be insured for third-party liability claims, registered, have up-to-date vaccinations and regular treatment for fleas and worms. Proof of up-to-date injections and insurance must be available if requested.
- You are responsible for:
  - applying appropriate control and discipline to your pet as required in order to minimise any workplace disruption;
  - providing any necessary equipment for the pet's wellbeing, for example a blanket or bed, water bowl and toys which must be kept within your room and tidy in order to prevent a trip hazard;
  - managing your pet's toilet breaks and water provision as required;
  - being considerate of the needs of others in relation to the presence of your pet onsite;
  - ensuring your pet is not left unattended;
  - keeping your pet on a lead in common areas in order to prevent any trip and safety hazards.
- You may be required to pay a charge or deposit to cover any additional cleaning costs Gravity House may incur to ensure we operate a clean and sanitary site and in particular in respect of any allergies.
- If anyone on the premises objects to your pet or its behaviour, we reserve the right to request that your pet is removed.
- Your room must be signed to say there are animals inside.

Gravity House reserves the right to request removal of pets from the premises or withdraw its policy on allowing pets into the premises at any time if the above rules are not followed.