

Film There Terms of Service

These Terms of Service ("**Terms**") apply to all Hosts and Hirers, as Members of Film There, and your use of the Film There Platform. By signing up as a Member (either as Host or Hirer), you agree to these Terms.

The Terms also apply to all visitors to the Website whether or not registered as a Member. By visiting the Website you agree to access and use it in accordance with these Terms.

Please read these Terms carefully as they set out your rights and obligations and define a legally binding contract ("**Agreement**") under which we make the Film There Platform and or Website is available to you. You should print off and keep a copy of these Terms for your records as at the date of joining or renewing.

Please also read our Privacy Policy. If you do not agree to these Terms or the Privacy Policy, please do not use the Film There Platform or visit the Website.

The Film There Platform and Website is owned and operated and services provided by Film There Ltd whose trading address and registered office is 91 Brick Lane, The Cooperage Building, London, London, United Kingdom, E1 6QL. We are a company registered in England and Wales, with Company Number 11337148. You can contact us at info@filmthere.com.

In this Agreement we refer to Film There Ltd as **FILM THERE, we, us, our** etc. And we refer to you as a **Member** or **Hirer** or **Host** as appropriate, **you, your** etc.

Here are some other **Definitions** that are used throughout the Terms

Account Agreement

Booking Process Booking Amount Damage Fee Hirer

Hirer Fee Host Host Fee Item

means your registered account as described further in section 4.

means the contract between Film There and you for provision of access to the Platform or Website and related services which are subject to these Terms and any other terms, policies or other documents referred to herein.

means the process by which Hirers request and Hosts accept Bookings as set out in the [Bookings Process](#).

means the Location Charge and/or Item Charge (exclusive of VAT, if applicable) agreed to be paid from the Hirer to the Host.

means a claim for damage to a Private Location or Hirer as described in section 9.

means the person hiring a Private Location and/or Item.

means the fees payable by the Hirer to Film There as further described in section 8.

means the person providing access to a Private Locations, renting out an Item or suggesting a Public Location.

means the fees payable by the Host to Film There as further described in section 8.

means any tangible item a Host provides that can be booked by the hirer as part of a Location Booking or on its own.

Item Charge

Location

Listing

Location Charge

Member Member Content

Payments Process Platform Platform Content Private Location Public Location

Rating / Review Film There Content

Service Fee Stripe Fee

Terms Total Fees

VAT Website

means the fees charged by Hosts for providing items to a Hirer for a Booking as further described in section 8 which will be displayed inclusive of any tax charged by the Host.

means the Private Location made available to book, or Public Location otherwise listed as suggestions by the Hosts.

means the publishing by a Member of a Location and/or Item on the Platform.

means the charges charged by the Host for a Private Location as described in section 5 which will be displayed inclusive of any tax charged by the Host.

means any user of the Platform, including either a Host or Hirer, who has registered and created an Account on the Platform.

means any content or information posted to or made available on the Platform or Website by a Member as further described in section 12.

means the details and process relating to fees, cancellation fees, refunds etc as described in the [Payments Process](#).

means the Film There listings and booking platform as made available to Members under these Terms.

means all content available on the platform including the Member Content and the Film There Content.

means a private location or space owned or controlled and listed and made available by a Host.

means a public location or space, generally open for access by the public, that neither you or we own or control, listed as a suggestion by a Host or by Film There.

means the public review or star rating as further described in section 13.

means any content or information posted to or made available on the Platform or Website directly by Film There as further described in section 12.

means the Host Fees and/or Hirer Fees as further described in section 8.

Fee charged by Stripe for processing payments. Stripe fee is non-refundable and is 1.6% of Total Fee +25p for European cards, 2.5% + 25p on card transactions from the UK and 2.9% + 25p for non-European cards.

means these terms and any other terms, policies or other documents referred to herein.

means the total fees payable by the Hirer including the Hirer Fees, Location Charges and Item Charges as further described in section 8.

The Service Fee is subject to VAT at the existing UK rate at any given time.

means the website at **www.filmthere.com** or successor URL from where the Platform is publicly made available, or other sites or related apps operated by Film There or Film There Ltd.

-2-

-3-

1. What is the Film There Platform and what is Film There's role?

1.1 The Film There Platform is an online marketplace that enables Members that are Hosts and wish to hire out Private Locations and/or Items or suggest Public Locations, to publish such Locations and/or Items on the Film There Platform as Listings. Hirers can browse or search for published Locations and/or Items and can communicate and transact directly with Members to book Private Locations and/or Items by following the [Bookings Process](#).

1.2 As the provider of the Film There Platform, Film There does not own, create, sell, resell, provide, control, manage, offer or supply any Listings, Locations or Items posted by Members (nor Public Locations posted by Film There). Hosts alone are responsible for their Listings, Locations and Items.

1.3 When Members (as Hirers and Hosts) make or accept a booking, they are entering into a contract directly with each other. Film There is not and does not become a party to, or become another participant in, any contractual relationship between Members. Film There is not a broker or insurer, and is not acting as an agent in any capacity for any Member, except as specified in the [Payments Process](#).

1.4 Film There endeavour to provide a safe, truthful and honest platform for all its Members, however we have no control over and can not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings, Locations or Items, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or Member Content, or (iii) the performance or conduct of any Member or third party. Film There does not endorse any Member, Listing or Location. Any reference to a Member being "verified" (or similar language) only indicates that the Member has completed a relevant verification or identification process. Any such description is not an endorsement, certification or guarantee by Film Thereabout any Member, including about the Member's identity or background.

You should always exercise care when deciding whether to book or use a Location and/or Item, accept a booking request from a Hirer, or communicate and interact with other Members, whether online or in person.

2. Eligibility and Member verification

2.1 By accessing or using the Film There Platform you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract. If you are contracting on behalf of a company, you represent and warrant that you are authorised by that company to enter into such contracts and to bind the relevant company.

2.3 Film There may make access to and use of the Film There Platform, or certain areas or features of the Film There Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history. In any event Film There reserves the right to accept or reject Members, Listings, Locations and Items or bookings at its discretion.

2.4 For transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, and (ii) screen Members against third party databases or other sources.

3. How to become a Member and creating an Account

3.1 You must register and create an Account to become a Member and to access and use the Film There Platform.

3.2 You must provide accurate, current and complete information during the registration process and keep your Account and any public Account profile or information up-to-date at all times. For transparency and/or fraud prevention purposes, we may ask you to provide a form of government identification, other information, or undertake additional checks and processes designed to help verify the identities of our Hirers and Hosts.

3.3 You are responsible for maintaining the confidentiality and security of your Account login details and must not disclose your details to any third party. You must immediately notify Film There if you know or have any reason to suspect that your login details have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorised use of your Account. You are liable for any and all activities conducted through your Account, unless such activities are not authorised by you and you are not otherwise negligent (such as failing to report the unauthorised use or loss of your login details).

4. Hosts and creating Listings for Locations

4.1 When creating a Listing through the Film There Platform you must (i) provide complete and accurate information about the Location (such as giving a full description, location, and any availability restrictions), (ii) disclose any limitations, restrictions, house rules and other requirements that apply and (iii) provide any other pertinent information requested by Film There. You are responsible for keeping your Listing information up-to-date at all times. Any pictures, animations or videos used in your Listings must accurately reflect the Location including its quality and condition.

4.2 You are solely responsible for setting a price (including any taxes if applicable which will be displayed to the Hirer as a gross figure, or other charges such as cleaning fees) for your Private Location ("**Location Charge**"). The charges must be clear and transparent and not include any hidden or unexpected costs for the Hirer. As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Location Charges any applicable VAT or other indirect sales taxes or other taxes. You will not attempt to charge a Location Charge for a Public Location.

4.3 You represent and warrant that in relation to any Listing you post (i) these and the booking of a Private Location will not breach any agreements you have with any third parties, such as other owners or parties with an interest or right in the Private Location, and that you own or control the Private Location with the right make it available as a Listing and Private Location; (ii) you will have any required permits, licenses and registrations in relation to Private Locations; (iii) you are not aware of any restrictions on use of any Public Locations, or will disclose those in the Listing; and (iv) you will comply with all applicable laws, tax requirements, and other rules and regulations.

4.4 As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who may be present at the Location at your request or invitation, excluding the Hirer and any individuals the Hirer invites to the Location.

4.5 You as a host hosts are solely responsible for honouring any confirmed bookings and making available any Properties reserved through the sites and services. The Hirer can claim a Damage Fee of up to 30% of the Location Fee in the event it has suffered some losses due to delayed access to the location by the Host.

4.6 Bookings are made via the [Booking Process](#). When you accept a booking request by a Hirer, you are entering into a legally binding agreement with the Hirer and are required to provide access to your Private Location to the Hirer as described in your Listing and the booking. You also agree to pay the applicable Host Fee to Film There and any applicable taxes in accordance with the [Payments Process](#). You also agree to issue any invoice paperwork in relation to the booking as the Hirer may request from you.

4.7 If a booking is made outside of Film There and not in accordance with the [Booking Process](#) the host will be charged with an additional admin fee of 5% of the Total Fee with a minimum of £20.

4.8 Please note that although we may share the name and contact details of the Hirer with you when they make a booking, you must respect their rights and only use the data provided to facilitate the booking and use of the Location.

4.9 You agree that we might share your contact information including your business name, name, phone number and email with the hirer after you confirm a booking to ensure a frictionless booking experience.

4.10 We may offer Hosts the option of having professional photographs taken of their Listings. If you as a Host decide to have photographs taken by our photographers, Film There Ltd. shall own all copy-rights in the photographs of your Listing. The photographs will be made available to you to include in your Listing with a watermark (e.g. our logo) or include the words "[FilmThere.com](#)" or similar.

5. Hosts and creating Listings for an Item

5.1 When creating a Listing through the Film There Platform you must (i) provide complete and accurate information about the Item (such as giving a full description and type of Item, location it can be picked up from, and any availability restrictions), (ii) confirm that the Item is fully functional (iii) disclose any limitations, restrictions, rules and other requirements that apply and (iiii) provide any other pertinent information requested by Film There. You are responsible for keeping your Listing

information up-to-date at all times. Any pictures, animations or videos used in your Listings must accurately reflect the Item including its quality and condition.

5.2 You are solely responsible for setting a price (including any taxes if applicable which will be displayed to the Hirer as a gross figure, or other charges such as cleaning fees) for your Item ("**Item Charge**"). The charges must be clear and transparent and not include any hidden or unexpected costs for the Hirer. As a Host you are solely responsible for determining your obligations to report, collect, remit or include in your Item Charges any applicable VAT or other indirect sales taxes or other taxes.

5.3 You represent and warrant that in relation to any Listing you publish (i) these and the booking of a Item will not breach any agreements you have with any third parties, such as other owners or parties with an interest or right in the Item, and that you own or control the Item with the right make it available as a Listing; (ii) you will have any required permits, licences and registrations in relation to the Items; (iii) you are not aware of any restrictions on use of any Item, or will disclose those in the Listing; and (iv) you will comply with all applicable laws, tax requirements, and other rules and regulations.

5.4 As a Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who may be present at the Location that's part of a Booking or

dealing with the Item at your request or invitation, excluding the Hirer and any individuals the Hirer is responsible for as part of the Booking.

5.5 You as Hosts are solely responsible for honouring any confirmed bookings and making available any Items booked through the sites and services. The Hirer can claim a Damage Fee of up to 30% of the Item Charge in the event they have suffered some losses due to delayed access to the Item by the Host or an Item being fraudulent.

5.6 Bookings are made via the [Booking Process](#). When you accept a booking request by a Hirer, you are entering into a legally binding agreement with the Hirer and are required to provide the Item to the Hirer as described in your Listing and the booking. You also agree to pay the applicable Host Fee to Film There and any applicable taxes in accordance with the [Payments Process](#). You also agree to issue any invoice paperwork in relation to the booking as the Hirer may request from you.

5.7 If a booking is made outside of Film There and not in accordance with the [Booking Process](#) the host will be charged with an additional admin fee of 5% of the Total Fee with a minimum of £20.

5.8 You agree that we might share your contact information including your business name, name, phone number and email with the hirer after you confirm a booking to ensure a frictionless booking experience.

5.9 Please note that although we may share the name and contact details of the Hirer with you when they make a booking, you must respect their rights and only use the data provided to facilitate the booking.

5.10 We may offer Hosts the option of having professional photographs taken of their Items. If you as a Host decide to have photographs taken by our photographers, Film There Ltd. shall own all copyrights in the photographs of your Items. The photographs will be made available to you to include in your Listing with a watermark (e.g. our logo) or include the words "[FilmThere.com](#)" or similar.

6. Hirers and making bookings for Private Locations

6.1 Subject to meeting any requirements set by Film There and/or the Host, you can book a Private Location available on the Film There Platform by following the [Booking Process](#). All applicable fees, including the Location Charge, Item Charge, Hirer Fee and any applicable taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Account.

6.2 Upon receipt of a booking confirmation from Film There on behalf of the Host, a legally binding agreement is formed between you and your Host. Film There will collect the Total Fees at the time of the booking request and remit the appropriate amounts to the Host, pursuant to the [Payments Process](#). Film There will not issue invoices between Host and Hirer. If such invoices are required, the Host and Hirer will communicate with each other directly.

6.3 If you choose to enter into a transaction with a host for the booking of property, you agree and understand that you will be required to enter into an agreement with the host and you agree to accept any terms, conditions, rules and restrictions associated with such property imposed by the host on the Listing and booking messages.

6.4 If you book a Private Location on behalf of other Hirers, you are required to ensure that every Hirer meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host.

6.5 You understand that a confirmed booking of a Private Location is a limited license granted to you by the Host to enter and use the Private Location for the permitted purpose in accordance with the Listing or your agreement with the Host, for the duration of the booking, during which time the Host retains the right to re-enter the Private Location.

6.6 You agree that personal information including your business name / name, phone number and e-mail will be shared with the host in accordance with our [Privacy Policy](#) in order to ensure a frictionless booking experience and for invoicing.

6.7 You agree to leave the Private Location in the condition that you found it, and no later than the checkout time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host.

6.8 If you stay past the agreed checkout time without the Host's consent, you no longer have a licence to remain in the Private Location and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree that the Host can charge you for the overtime at an

additional fee of 1.5 times the average hourly rate originally paid plus all applicable Service Fees. The overtime will be charged in half hour increments. Film There remains the right to book the outstanding amount off the Hirers credit card if they fail to pay for the overtime within 14 days.

6.9 Hirers are responsible for their use of and activities on or in a Location and are responsible themselves to the exclusion of Film There for (i) any required permits, licences and registrations to use a Location, including satisfying themselves in relation to any restrictions on use of a Public Location and (ii) compliance with all applicable laws, tax requirements, and other rules and regulations relating to the Location.

7. Hirers and making bookings for Items

7.1 Subject to meeting any requirements set by Film There and/or the Host, you can book a one or more Items available on the Film There Platform by following the [Booking Process](#). Items may be booked individually or as part of a Booking of a Private Location. All applicable fees, including the Item Charge, Location Charge, Hirer Fee and any applicable taxes (collectively, “**Total Fees**”) will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Account.

7.2 Upon receipt of a booking confirmation from Film There on behalf of the Host, a legally binding agreement is formed between you and your Host. Film There will collect the Total Fees at the time of the booking request and remit the appropriate amounts to the Host, pursuant to the [Payments Process](#). Film There will not issue invoices between Host and Hirer. If such invoices are required, the Host and Hirer will communicate with each other directly.

7.3 If you choose to enter into a transaction with a host for the booking of property, you agree and understand that you will be required to enter into an agreement with the host and you agree to accept any terms, conditions, rules and restrictions associated with such property imposed by the host on the Listing and booking messages.

7.4 If you book an Item on behalf of other Hirers, you are required to ensure that every Hirer meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host.

7.5 You understand that a confirmed booking of an Item is a limited licence granted to you by the Host to use the Item for the permitted purpose in accordance with the Listing or your agreement with the Host, for the duration of the booking.

7.6 You agree that personal information including your business name / name, phone number and e-mail will be shared with the host in accordance with our [Privacy Policy](#) in order to ensure a frictionless booking experience and for invoicing.

7.7 You agree to return the Item in the condition that you found it, and no later than the booking period that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. You agree that you will pick up the Item from the location specified in the Listing and return the

Item to the location specified in the Listing or such other location as mutually agreed upon between you and the Host.

7.8 If you return the Item past the agreed booking period without the Host's consent, you no longer have a licence to use the Item and the Host is entitled to retrieve the Item in a manner consistent with applicable law. In addition, you agree that the Host can charge you for the overtime at an additional fee of 1.5 times the average hourly rate originally paid plus all applicable Service Fees. The overtime will be charged in half hour increments. Film There remains the right to book the outstanding amount off the Hirers credit card if they fail to pay for the overtime within 14 days.

7.9 Hirers are responsible for their use of the Item and are responsible themselves to the exclusion of Film There for (i) any required permits, licences and registrations to use an Item, (ii) in compliance with all applicable laws, tax requirements, and other rules and regulations relating to the Item.

8. Insurance

You must acquire and maintain all insurance as required by Law and suitable for you or your business. You are solely responsible for understanding and evaluating what insurance is appropriate to cover damage, loss, injury, legal liability, and other harm specific to you, your business and the Hosts Location (including personal property within) and/or Item, and deciding what type of coverage, limits and providers are appropriate for you. The minimum required insurance to use Film There is a Public Liability Insurance with a cover of minimum cover £1,000,000.

9. Service Fee and Payments Terms

9.1 Film There may charge Service Fees to Hosts ("**Host Fees**") and/or Hirers ("**Hirer Fees**") (collectively, "**Service Fee**") in consideration for the use of the Film There Platform. The Host Fee is 15% + VAT and the Hirer Fee is 8% + VAT (if applicable). The Host fee of 15% + VAT is deducted from the Booking Amount and the Hirer Fee is added to the Booking Amount. The Hirer Fee will be shown prior to check out. More information about when Service Fees apply and how they are calculated and paid can be found on our [Payments Process](#).

9.2 The Hirer Fee (including any applicable taxes) will be displayed to Hirer prior to booking a Location, an Item or a combination of both. The Host Fee of 15% will be shown on the receipt a Host

gets for every booking. Film There reserves the right to change the Service Fees at any time, and will provide Members adequate notice of any fee changes before they become effective.

9.3 Film There will collect, deduct and remit any fees and charges in accordance with the [Payments Process](#). The Stripe Fee included in the Service Fee is non-refundable.

9.4 The Host is fully responsible for applying the correct tax amounts to the Location Charge and Item Charge. We do not collect any tax on behalf of a Host, nor take any responsibility for how Hosts apply tax. Further, we do not invoice on their behalf.

9.5 Payments made through the Film There platform are processed by Stripe. You can read their full terms and conditions [here](#).

9.6 Payment processing services for Hosts are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a Host, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Film There enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe. You must use separate Stripe accounts for projects, websites, or businesses that operate independently from one another. This means that you must create a new Stripe account that you solely connect to Film There and no other platform, website or project.

9.7 Film There uses Stripe Connect — Film There uses [Connected Accounts](#) for managing payment processing for you. The below are the terms surrounding Stripe Connect. We request certain [permissions](#) as a platform when you connect a Stripe account to help you accept payments online. These 'read and write' permissions allow us to create subscriptions, customers, charges, refunds, and more in your name. In order to collect (and if you initiate a refund) refund the location charges and relevant fees for you, we need those permissions. We can 'read and write' the informations of your Connected Account. By agreeing to this terms or continuing to operate as a Member on Film There you agree to be bound by the Stripe Connected Account Agreement, as the same may be modified by Stripe from time to time.

As a condition for the use of the Platform Service, you agree not to offer any information, data or content through the Platform that may infringe any law or regulation.

Furthermore, you agree that you:

.

will not feign an improper relationship with a person or entity;

.

.

will not access restricted/protected areas of the Platform;

.

.

will not forward any viruses, worms, junk mail, spam, chain letters, unsolicited offers or advertisements of any kind and for any purpose

.

.

will not check, scan or test the vulnerability of the Platform or any other related system or network, or act in breach of any security or authentication*; and

.

.

will not use scripts, (partially) automated programs or other methods to gain priority on purchases.

10. Modifying a booking, Cancellations and Refunds

10.1 Hosts and Hirers may extend or modify a booking that they make via the Film There Platform, and agree to pay any additional Location Charges and/or Item Charges, Host Fees or Hirer Fees and/or taxes associated with such extensions or modifications.

10.2 Hirers or Hosts can cancel a booking, and refunds will be made, in accordance with the [Booking Process](#) and [Payments Process](#).

10.3 If Film There, in its sole discretion, determines that a Hirer is entitled to receive a refund in accordance with our terms and conditions, and/or the terms of the booking agreement between the Hirer and Host mentioned in the Listing, after the Host has already been paid, Film There will be entitled to recover the amount of any such refund from the Host, including by subtracting such refund amount out from any future payments due to the Host.

11. Damage to Locations and Disputes between Members

11.1 As a Hirer, you are responsible for leaving the Location (including any personal or other property located at the Private Location) and /or Item in the condition it was in when you arrived at the location and/or picked up the Item. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Location and/or Item, excluding the Host (and the individuals the Host invites to the Private Location, if applicable). You are responsible for any damages to the Location and/or Item, Host or any personal property at a Location.

11.2 As a Host you have to report any damages along with relevant documentation, to Film There within 72 hours of the Booking end time. Film There will notify the Hirer of the impending damage charge. If a Hirer does not agree to pay a Host's damages claim then the damage claim will be resolved through our Resolution Process in Section 11.

11.3 If a Host cancels a confirmed booking less than 7 days prior the event date the Host must refund the Total Fee. The refund is initiated by using the "Refund" button in booking. The Host needs to enter the Total Fee as refund amount. The refund amount will be transferred from the Hosts Stripe Connect account to the Hirers Credit Card. The Hirer can claim a Damage Fee of up to 30% of the Total Fee in the event it has suffered some losses due to late cancellation by the Host. All parties agree that this is a fair and reasonable amount as a genuine pre-estimate of the potential loss suffered by the Hirer. Such amount should be added to the above refund amount. The Stripe Fee is included in the Service Fee and is non-refundable.

11.4 If Film There, in its sole discretion, determines that a Host is entitled to receive a damage charge in accordance with our terms and conditions, and/or the terms of the booking agreement between the Hirer and Host mentioned in the Listing or Messages, Film There will be entitled to claim the amount of any such damage charge from the Hirer via the connected payment method.

11.5 Members agree to cooperate with and assist Film Therein good faith, and to provide Film Therewith such information and take such actions as may be reasonably requested by Film There, in connection with any Damage Fees or other complaints or claims made by Members relating to Private Locations, Items or any personal or other property located at a Private Location or Item.

12. Film There Resolution Process

We encourages our Hires and Hosts to resolve disputes between themselves in a direct and informal manner. Hirers and Hosts should notify Film Thereof a potential dispute within 72 hours after a Booking and document any damage, disputes, statements, or other material facts that may be relevant to the dispute and impact the enforcement of any applicable term, policy, or provision. Disputes between Members may be escalated through the following process:

12.1 Level 1: Dispute Resolution Between Hirers and Hosts. You agree to first attempt to resolve any disputes, disagreements, or claims that you have with other Members ("Member Dispute") in good faith through messaging via the Film There Website or App. If Members are unable to mutually resolve the Member Dispute, then either Member may submit the Member Dispute to Film Therein written form.

12.2 Level 2: Level Two: Review of Member Dispute by Film There. If Level 1 resolution is not successful, a Member may submit the Member Dispute to Film There for review. This shall be done by submitting a written summary of the Member Dispute, including any requested documentation, to Film Thereat info@FilmThere.com. Where a Member is covered by and tenders to supplemental insurance, the insurer may assign an adjuster to review the evidence, and Film There will update the Hirer and/or Host's account in accordance with any determination. Where supplemental insurance is omitted, Members agree to cooperate and assist Film Therein good faith and to provide such information and take such actions as is requested in connection with the Member Dispute. Film There will attempt to resolve the Member Dispute through communication with the Hirer and Host. If Members agree to a resolution, or if Film There determines in its sole discretion that a Member is responsible for fees, damages, costs, refunds, or other amounts, you agree that Film There may collect such amounts from you pursuant to the Film There Terms, any Booking Agreement, or any applicable policy.

13. Content license, Content policy, and Intellectual Property Rights

13.1 Film There may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Film There Platform and/or Website, including but not limited to Listings and Ratings and Reviews ("**Member Content**"); and (ii) access and view other Member Content and/or any content that Film There itself makes available on or through the Film There Platform and/or Website ("**Film There Content**"). Together Member Content and Film There Content may be collectively referred to as "**Platform Content**").

13.2 By creating, uploading, posting, sending or otherwise making available any Member Content on or through the Film There Platform and/or Website, you grant to Film There a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Film There Platform, in any media or platform. Unless you provide specific consent, Film There does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

13.3 You are solely responsible for all Member Content that you make available on or through the Film There Platform and/or Website. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Film There Platform and/or Website or you have all rights, licenses, consents and releases that are necessary to grant to Film There the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Film There's use of the Member Content (or any portion thereof) will infringe, misappropriate or violate a third party's copyright, trade mark, patent, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

13.4 Film There preserves the right of editorial control over all the content produced, published on Film There or distributed as part of additional marketing services and may make changes to the content at any time. You acknowledge and agree that you shall have no claim in connection with production or distribution of content as part of Film There and our additional marketing services against Film There.

13.5 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any other publicly available Film There policy. Film There may, without prior notice, remove or disable access to any Member Content that Film There finds to be in violation of these Terms or Film There's then-current policies, or otherwise may be harmful or objectionable to Film There, its Members, third parties, or property.

13.6 Film There respects copyright law and expects its Members to do the same. If you believe that any Platform Content on the Film There Platform and/or Website infringes copyrights you own, please notify us.

13.7 The Film There Platform, Website and Platform Content may in its entirety or in part be protected by copyright, trademark, and/or other laws. You acknowledge and agree that the Film There Platform, Website and Film There Content, including all associated intellectual property rights, are the exclusive property of Film There and/or its licensor or authorising third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Film There Platform, Website or Platform Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Film There used on or in connection with the Film There Platform, Website and Platform Content are trademarks or registered trademarks of Film There. Trademarks, service marks, logos, trade names and any other proprietary designations of third

parties used on or in connection with the Film There Platform, Website and/or Platform Content are used for identification purposes only and may be the property of their respective owners.

13.8 You will not use, copy, adapt, modify, prepare derivative works of, distribute, licence, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Film There Platform, Website or Platform Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licences or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Film There or its licensors, except for the licences and rights expressly granted in these Terms.

14. Ratings and Reviews

14.1 Within a certain time frame determined by Film There, after completing a booking, Hirers and Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Film There. Ratings and Reviews are not verified by Film There for accuracy and may be incorrect or misleading.

14.2 Ratings and Reviews by Hirers and Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to section 10 and must comply with the same conditions.

14.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

14.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Film There Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

15. Prohibited Activities

15.1 In connection with your use of the Film There Platform or Website, you will not and will not assist or enable others to:

use the Film There Platform to request, make or accept a booking off, or independent of, the Film There Platform, to circumvent any Service Fees or for any other reason. Film There reserves the right to pursue you for Service Fees in such circumstances;

request, accept or make any payment for Location Charges and/or Item Charges outside of the Film There Platform. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Film There harmless from any liability for such payment;

offer, as a Host, any Private Location and/or Item that you do not yourself own or have permission to make available as a Location or Item through the Film There Platform;
make a booking or use a Location and/or Item to facilitate any illegal or unlawful activity or to engage in any sexual or pornographic activities;

to use or process other's personal data for other purposes that are not related to the services provided via Film There;

breach or circumvent any applicable laws or regulations, agreements with third-parties, third- party rights, or our Terms or other publicly available policies;

discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behaviour;

use the Film There Platform or Platform Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Film There endorsement, partnership or otherwise misleads others as to your affiliation with Film There;

copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Film There Platform in any way that is inconsistent with Film There's [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;

use the Film There Platform or Website in connection with the distribution of unsolicited commercial messages ("spam");

contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Film There Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or web- sites, without our prior written approval.

-
-
-
-
-
-
-
-
-

use, display, mirror or frame the Film There Platform, Website or Platform Content, or any individual element within the Film There Platform, Film There's name, any Film There trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Film There Platform or Website, without Film There's express written consent;

use any robots, spider, crawler, scraper or other automated or manual means or processes to access, collect, utilise or extract data or other content from or otherwise interact with the Film There Platform or Website for any purpose;

avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Film There or any of Film There's providers or any other third party to protect the Film There Platform or Website;

attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Film There Platform or Website;

take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Film There Platform or Website.

15.2 You acknowledge that Film There has no obligation to monitor the access to or use of the Film There Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to

(i) operate, secure and improve the Film There Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes);

(ii) ensure Members' compliance with these Terms;

(iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body;

(iv) respond to Member Content that it determines is harmful or objectionable; or

(v) as otherwise set forth in these Terms.

16. Term and Termination, Suspension and other Measures

16.1 This Agreement continues during your use of the Website or whilst you are a Member, until such time when you or Film There terminate the Agreement in accordance with this provision.

16.2 You may terminate this Agreement as a Member at any time by sending us an email. If you cancel your Account as a Host, any confirmed booking(s) will be automatically cancelled and your Hirers will receive a full refund. If you cancel your Account as a Hirer, any confirmed booking(s) will be automatically cancelled and any refund will be in accordance with our cancellation policy.

16.3 Film There may terminate this Agreement with you as a Member for convenience at any time by giving you fourteen (14) days' notice via email to your registered email address.

16.4 Film There may immediately, without notice, terminate this Agreement and/or stop providing access to the Film There Platform if (i) you have materially breached your obligations under these Terms, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Film There believes in good faith that such action is reasonably necessary to protect the personal safety or

property of Film There, its Members, or third parties (for example in the case of fraudulent behaviour of a Member).

16.5 If we take any of the measures described above (i) we may refund your Hirers in full for any and all confirmed bookings that have been cancelled, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

-
-
-
-
-

16.6 When this Agreement has been terminated, you are not entitled to a restoration of your Account or any of your Member Content. If your access to or use of the Film There Platform has been limited or your Account has been suspended or this Agreement has been terminated by us, you may not register a new Account or access and use the Film There Platform through an Account of another Member.

16.7 If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect.

17. Disclaimers and Liability

17.1 The Film There Platform, Website and Platform Content are provided “as is”, without warranty of any kind, either express or implied. Your use of the Film There Platform, Website or Platform Content is at your sole risk.

17.2 We do not recommend or endorse any Listings, Locations, Items, Host or Hirers. We do not guarantee that you are entitled to use any Location and/or Item for any purpose, and you must satisfy yourself of any restrictions related to a Location

17.3 We are not the provider of the Listings, Locations or Items and are not party to any contract between Host or Hirer or otherwise for the supply of the Locations and/or Items.

17.4 We do not guarantee to conduct identity verification or background checks on any Member. To the extent we choose to do so, we disclaim any warranties of any kind, either express or implied, that such checks will be effective in any way.

17.5 We shall have no liability for any breach of any booking terms or failure to of a Host or Hirer to fulfil a booking.

17.6 You agree that we shall not be liable for any loss or damage whatsoever arising from or in any way connected with the Film There Platform or Website or your use of or reliance upon any

information you obtain by means of the Film There Platform or Website, or any engagements you make with third parties through your use of the Film There Platform.

17.7 In any event we shall not be liable for any indirect or consequential loss including, without limitation, damage for loss of revenue, profits, loss of business, contracts, earnings, reputation, data including any other consequential or pecuniary loss (even where we have been advised of the possibility of such loss or damage).

17.8 To the extent Film There is found liable for any loss or damage, this will at all times be limited to an amount equal to the value of Service Fees that would be payable in relation to a booking under which any liability arose.

17.9 These limitations and exclusions do not extend to death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation and only apply to the extent permitted by law. All such disclaimers and other limitations of liability are without prejudice to any statutory rights you may have.

18. Indemnification

If you breach these terms we may suffer loss. You agree to indemnify us against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of (i) any non-compliance by you with these Terms; (ii) your improper use of the Film There Platform or Website; and / or (iii) your interaction with any Member or use of any Location, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, or use.

19. General Provisions

Changes

Film There reserves the right to modify these Terms at any time. If we make changes to these Terms, we will post the revised Terms on the Film There Platform and Website and provide Members with notice of the modifications by email. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. If you do not terminate your Agreement your continued access to or use of the Film There Platform will constitute acceptance of the revised Terms.

Third Party Links

The Film There Platform or Website may contain links to third-party websites or resources. Film There does not endorse and is not responsible or liable for the availability or accuracy of such third-party services, or the content, products, or services available from such third-party services.

Availability

Due to the nature of the Internet, Film There cannot guarantee the continuous and uninterrupted availability and accessibility of the Film There Platform or Website. Film There may restrict the availability

of, or may improve, enhance and modify the Film There Platform or Website or certain areas or features there- of, at any time.

No Partnership or agency etc

No joint venture, partnership, employment, or agency relationship exists between you and Film There as a result of this Agreement or your use of the Film There Platform or Website.

Third party rights

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

No Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Film There's prior written consent. Film There may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion.

Entire agreement

These terms and conditions (as amended from time to time) together with any document expressly referred to in them comprise the entire agreement between you and us.

Severability

Each provision of these terms and conditions shall be construed separately, applying and surviving even if for any reason one or other provisions is held to be inapplicable or unenforceable in any circumstances.

No waiver

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

English Law

These terms and conditions shall be governed by English law and you submit to the exclusive jurisdiction of the English Courts.

If you have any questions about these Terms please email us. Last Updated: 11.10..2023