

Private Locations

Cancellation and Rescheduling Policy

Revised: July 2023

This document details the policy for cancelling, rescheduling, reducing and extending dates for bookings at private locations managed by FilmFixer. The purpose of this policy is to compensate the location owner ("the Owner") for enquiries they decline on dates that have been reserved by a production company ("the Company") that later withdraw or reschedule their booking. The reserved dates would likely go unused as, due to the timescale, the formerly interested party would have sourced an alternative location. We appreciate production companies are often forced to change their dates last minute; as such, some bookings may be rescheduled or extended, subject to availability - but additional fees will be applicable.

Pencilling and Booking Procedure

- Quote for the Booking is provided to the Company by FilmFixer based on the initial proposal provided. The Quote includes the location hire and release fees ("Location Fees"), administration fees ("Admin Fees") and staff costs ("Staff Costs"). If the Quote is within budget, FilmFixer check availability and pencil the dates for the Company.
 - Location Fees include, but are not limited to, hire of spaces for use for unit base, technical vehicle and car parking, personnel holding, green rooms, set builds, dining, kit storage etc.
 - Staff Costs include, but are not limited to, the Owner's site supervisors, technicians, marshals, security, caterers etc.
 - Admin Fees cover the use of Apply4's permitting software, FilmApp and FilmFixer's time in processing the Booking.
 - VAT is applicable to all fees.
 - "Dates" / "Booking" include any preparation, hold, strike or parking only dates.
- Pencil is retained free-of-charge for 10 working days (if the pencil is requested eight weeks before the Booking); or three working days (if the pencil is requested less than eight weeks before the Booking). After said period, either an application must be submitted via FilmApp, or, the pencil is withdrawn.
- FilmFixer will invoice the Company for a Holding Deposit equal to 25% of the Location Fees quoted or the equivalent of one shoot day fee - whichever one is greater. The Holding Deposit must be paid within three working days of receipt of invoice. The Holding Deposit is non-refundable.

- If the Booking proceeds, the value of the Holding Deposit will be deducted from the final invoice issued to the Company by FilmFixer.
- If the Company requests to cancel, reschedule, reduce or extend the length of the Booking, the policies outlined in Clauses 1 to 4 below apply.
- This policy also applies to a cancellation or rescheduling for reasons associated with: inclement weather; the COVID-19 global pandemic or related governmental authority or private actions; or any other force majeure event.

Example scenario:

FilmFixer provide the Company a Quote of £50,000 in Location Fees, £1,000 in Staff Costs and £500 in Admin Fees on Monday 1st February for a Booking starting 1st July lasting 28 days. By close of play on Friday 12th February, the Company must have submitted an application on FilmApp, or the pencil is withdrawn immediately. FilmFixer will issue an invoice on Monday 15th February for a non-refundable Holding Deposit of £12,500 (25% of the total Location Fees of £50,000). The Company must provide remittance for the value of the Holding Deposit by close of play on Thursday 18th February – if remittance is not received, the pencil will be withdrawn. A month later, the Company receives approval for additional requirements totalling a further £5,000 in Location Fees and £1,000 in Staff Costs (the total value of the Location Fees now sits at £55,000 and Staff Costs at £2,000).

1. Cancelling

If the Booking is subsequently cancelled, the Company is liable to pay a Cancellation Fee (in addition to the pre-paid, non-refundable Holding Deposit, if applicable), as outlined below.

If additional chargeable requests come in after the initial proposal and Quote (and thus the cost of the Holding Deposit), these will be communicated to the Company and the % of fees payable will be increased accordingly.

Cancellation notice	Fee type	Cancellation Fee (a percentage of agreed fees payable)
57 days +	Staff Costs	0%
	Location Fees	0%
29 – 56 days	Staff Costs	0%
	Location Fees	Additional 25%
8 – 28 days	Staff Costs	50%
	Location Fees	Additional 50%
< 7 days	Staff Costs	100%
	Location Fees	Additional 50%

FilmFixer will invoice the Company for the Cancellation Fee which must be paid within 28 days of receipt of invoice.

For example

The Company cancels the Booking on 2nd June (less than 28 days before the start of the Booking). The Company is liable to pay a Cancellation Fee of £27,500 (50% of the revised total Location Fees of £55,000) plus pay Staff Costs of £1,000 (50% of the revised total Staff Costs of £2,000). FilmFixer will issue an invoice on 3rd June for £28,500.

2. Rescheduling

- Admin Fees will always increase. The increase will be calculated on a case-by-case basis depending on the level of work required by FilmFixer.
- If Staff Costs were originally applicable, and the Owner cannot reschedule the rostering, then the Company will be liable to pay for the original Staff Costs partially or in full (often staff shifts are arranged around existing bookings at which point the Owner may be obliged to fulfil the arranged shifts). The Owner may be required to book new staff shifts to accommodate the rescheduled dates, at which the Company will be liable to pay for the additional Staff Costs on top of the original Staff Costs.

2A. Rescheduling > 75% of dates

If the Company requests to reschedule a 75% or more of the Booking's total number of dates, the Location Fees will be increased, as outlined below.

Rescheduling notice	% of Location Fees increase
28 days +	10%
< 28 days	25%

FilmFixer will recalculate the Location Fees and Admin Fees and the Owner will recalculate the Staff Costs. FilmFixer shall communicate both to the Company. FilmFixer will invoice the Company for the revised Location Fees, Admin Fees and Staff Costs, which must be paid in advance of the first day of the Booking.

For example

The Company reschedules the Booking on 2nd June (less than 28 days before the start of the Booking). The Company are liable to pay are increased to £68,750 (25% increase on the original Location Fees of £55,000) plus are liable to pay the original Staff Costs of £2,000 plus an additional £500 of Staff Costs for the extra staff shifts required. FilmFixer will issue an invoice on 3rd June for £71,250.

2B. Rescheduling < 75% of dates

If the Company requests to reschedule less than 75% of the Booking's total number of dates, the Location Fees will not be increased. FilmFixer will recalculate the Admin Fees and the Owner will recalculate the Staff Costs and FilmFixer shall communicate both to the Company. FilmFixer will invoice the Company for the revised Location Fees, revised Admin Fees and revised Staff Costs, which must be paid in advance of the first day of the Booking.

3. Reducing

When the Booking's total number of dates is equal to or higher than seven days, and the Company wish to reduce the Booking's total number of dates by 25% or more, the Company is liable to pay a Cancellation Fee - calculated as a percentage of the Location Fees for the day(s) cancelled, as outlined below.

- If Staff Costs were originally applicable and the Owner cannot reschedule the rostering, then the Company will be liable to pay for the original Staff Costs partially, or in full (often staff shifts are arranged around existing bookings at which point the Owner may be obliged to fulfil the arranged shifts).
- Admin Fees will remain the same for a reducing the days of the Booking.

Cancellation notice	Cancellation Fee (a percentage of agreed fees payable for the day(s) cancelled only)
28 days +	10%
15 - 28 days	25%
< 14 days	50%

FilmFixer will recalculate the Location Fees and Admin Fees and the Owner will recalculate the Staff Costs. FilmFixer shall communicate both to the Company. FilmFixer will invoice the Company for the Cancellation Fee, revised Location Fees, Admin Fees and revised Staff Costs, which must be paid in advance of the first day of the Booking.

For example

The Company requests to reduce their 28 day Booking by nine shoot days on 2nd June (between 15 - 28 days before the start of the Booking). On top of the Location Fees, Admin Fees and Staff Costs for the remainder of the Booking, the Company is liable to pay - a Cancellation Fee of £11,250 (25% of nine shoot days charged at £5,000 per day).

4. Extending

If the Company requests to add days prior to, or after, the existing Booking (not rescheduling or requesting a second booking in the future), the Company shall not be penalised.

The Location Fees will be recalculated pro rata and Staff Costs recalculated by the Owner and communicated to the Company. Admin Fees will always increase for rescheduling dates. The increase will be calculated on a case-by-case basis, depending on the level of work required by FilmFixer. FilmFixer will invoice the Company for the revised Location Fees, revised Admin Fees and revised Staff Costs, which must be paid in advance of the first day of the Booking.