

## Private Locations

### Cancellation and Rescheduling Policy

Revised: March 2024

FilmFixer understands that Production Companies like to keep their options open for as long as possible. However, some Location Owners might be unwilling to hold a provisional reservation, because it could lead to financial loss if they turn away other bookings.

Therefore FilmFixer operates using “Provisional Booking” status and “Confirmed Booking” status.

The Provisional Booking will be held in good faith on both sides with no Holding Deposit or formal reservation in place. If the Production Company wants to secure the booking, then they must make a Confirmed Booking.

FilmFixer would like there to be an understanding that Production Companies will be required to make a Confirmed Booking (and pay a Holding Deposit) should there be another commercial booking looking to confirm the location in question for the proposed dates.

In these circumstances, FilmFixer will inform the Production Company holding the Provisional Booking that the dates will only continue to be held if the Holding Deposit is paid within 48 hrs. FilmFixer will confirm with the Location Owner when a Holding Deposit has been paid.

Please note that FilmFixer will require payment of the Holding Deposit (25% of the fees) 28 days prior to filming, then the remaining 75% of the fees 8 days prior to filming.

#### 1. Cancelling

If (once the Confirmed Booking is made) the Confirmed Booking is cancelled, the Location Owner is owed a Cancellation Fee. FilmFixer will be charging admin fees for the work done thus far in this circumstance.

<b>Cancellation notice</b>	<b>Cancellation Fee/Holding Deposit</b>	<b>Percentage of agreed fees payable</b>
<b>29+ days</b>	No Fees	No Fees
<b>8 – 28 days</b>	Admin	100%
	Staff Costs	0%
	Location Fees	25%
<b>7 – 3 days</b>	Admin	100%
	Staff Costs	25% to 100%
	Location Fees	50%
<b>3 – 1 days</b>	Admin	100%
	Staff Costs	50% to 100%
	Location Fees	100%

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

## 2. Rescheduling

From time to time, Production Companies need to change their filming dates. In these circumstances the Location Owner may have turned away a booking from another client, and so will be out of pocket.

Therefore, the same process of Provisional Booking status and Confirmed Booking status will operate. Both parties may reschedule a Provisional Booking with no costs incurred, but a Confirmed Booking will mean that a Holding Deposit will have been paid to FilmFixer, and will be handed to the Location Owner to compensate for the lost booking in the event of a reschedule..

FilmFixer’s admin fees will be charged to the Production Company if a Confirmed Booking is rescheduled.

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.

## 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 reducing the days of the Booking.

<b>Cancellation notice</b>	<b>Cancellation Fee (a percentage of agreed fees payable for the day(s) cancelled only)</b>
<b>28-8 days</b>	25%
<b>7-3 days</b>	50%
<b>less than 3 days</b>	100%

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.

## **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.