

Minnie Street Studio – Terms and Conditions

Definitions

1. 'Minnie Street Studio' means Minnie Street Studio Studios Limited.
2. 'Client' means the person(s) or entity hiring the studio or equipment from Minnie Street Studio and includes all persons acting on behalf of, or under the instructions of, the hirer.
3. 'Hire' includes hire or borrowing, free or discounted hires, irrespective of whether an advance reservation has been arranged, and whether on Minnie Street Studio premises or elsewhere.
4. 'Studio' means the studio in Minnie Street Studio's premises used or useable for still photography, production or similar business.
5. 'Equipment' means any equipment or tools, hired by Minnie Street Studio to the Client, whether or not they are owned by Minnie Street Studio.
6. 'Services' means any services, including (but not limited to) location, production, or otherwise, wherever provided.
7. 'Personnel' means any natural person, company or partnership, engaged or contracted by Minnie Street Studio to provide services to a Client.
8. 'Lost' means lost, stolen, missing or otherwise unaccounted for.
9. 'Damaged' means damaged or destroyed, and includes cosmetic damage.

Terms

1. All business with Minnie Street Studio is conducted strictly on the basis of these Terms and Conditions which replace previous Terms and Conditions and take precedence over any terms offered by the Client.
2. By requesting a reservation with Minnie Street Studio, or hiring equipment from Minnie Street Studio, the Client accepts and is bound by all these terms and conditions.
3. These terms cannot be altered in any way except by the written agreement of Minnie Street Studio.
4. Any relaxation, waiver or failure to enforce any part of these terms by Minnie Street Studio does not constitute a waiver of any other part of

- these terms and does not apply to subsequent occasions.
5. Unless otherwise specifically stated in writing, all prices exclude GST.
 6. Where no price is stated in writing or agreed to orally, the studio and equipment, are hired at the current amount used by Minnie Street Studio at the time of the contract as per the rate card.
 7. Payment shall be made within 7 days of receiving the Minnie Street Studio invoice unless specifically agreed in writing.
 8. Late payments may incur a 6% penalty fee on the full invoiced amount for the month, for each calendar month the payment is outstanding.
 9. A non-refundable deposit may be required by Minnie Street Studio as prepayment to confirm a reservation, and/or a refundable security deposit may be required by Minnie Street Studio.
 10. A Client with a hire at a value of more than \$2,000 (or such lower amount as Minnie Street Studio specifies) may be required to pay a deposit to secure hire and/or services, of no less than 50% of the total value.
 11. An international Client may be required to pay in full on confirmation before supply of any studio booking, equipment, or services.
 12. Where a quotation is given it shall be valid for thirty (30) days from the date of issue, but Minnie Street Studio reserves the right to alter the quotation at any time because of circumstances beyond its control.
 13. Minnie Street Studio reserves the right to increase pricing for weekend or public holiday hires of studio and/or equipment. This will be communicated in the quotation for the hire.
 14. A booking is considered firm after receiving any written or verbal confirmation.
 15. Bookings may only be extended with the prior consent of Minnie Street Studio, and 'overtime' rates as per the Rate Card, will be applicable to hires that run over the booked time. Clients must ensure that set up and take down time takes place within the hours booked.
 16. Minnie Street Studio may charge a cancellation fee if a booking is cancelled within 48 hours,

- determined at the sole discretion of Minnie Street Studio.
17. If the Client wishes to cancel or postpone a confirmed booking this must be done at least 48 hours before the hire period starts or 50% of the full studio booking and/or equipment rate will apply.
 18. The Client shall not re-hire the studio or equipment, or allow their use by, another party without prior written permission from Minnie Street Studio.
 19. The Client shall ensure all equipment is used in a skilful and proper manner by persons with the necessary licence, experience and familiarity with that type of equipment, and will if required by Minnie Street Studio produce reasonable evidence of compliance with this clause.
 20. The Client will not adjust or repair, or interfere with any studio fixtures or equipment except where it is necessary for its proper and normal use.
 21. The Client will comply with all relevant laws and regulations when using the studio or equipment. In particular, the Client will comply with occupational health and safety legislation in respect of the personnel.
 22. The Client shall allow Minnie Street Studio immediate access to the studio or equipment, if required for the purposes of inspection, repair, or recovery.
 23. The Client shall not allow the studio, equipment, or personnel, to be used on any abnormal or hazardous assignment without prior written permission of Minnie Street Studio.
 24. Minnie Street Studio is not responsible for incorrect functioning or performance of the studio or equipment. It is the responsibility of the Client to check the functioning, suitability and capacity of the studio or equipment before or at the start of hire.
 25. The Client shall be responsible for insuring the equipment and personal property belonging to the Client and to its employees and agents, and its liability in respect of personnel, when on Minnie Street Studio's premises.
 26. If equipment is lost or damaged:
 1. The Client shall pay on demand to Minnie Street Studio the cost of checking or assessment, estimation of loss or repair, and the costs of investigation and recovery.
 2. The Client shall also pay on demand to Minnie Street Studio the full current replacement cost, and/or the full cost of repair at normal repair rates, and the full costs of arranging the repair or replacement, including but not limited to freight costs, third party advice and the cost of preparation of claims and documentation.
 3. Lost equipment is deemed to be unrecoverable after 14 days.
 4. Minnie Street Studio has the sole discretion and right to decide whether equipment is replaced or repaired, who shall carry out the repair, and whether to accept an equivalent monetary recompense instead of replacement or repair.
 27. Return of equipment in a dirty or improperly packaged condition will result in a surcharge.
 28. Minnie Street Studio (and the supplier of equipment or goods to Minnie Street Studio) is not liable for consequential losses to the Client or any third party caused as a result of the equipment not being fit for any use to which it is put, or failure of the equipment to perform adequately in any way, or of delay in the hire or delivery of equipment, studio, goods or services, or for any other reason.
 29. In the event of any breach of these terms, or where, in Minnie Street Studio's opinion, the Client is likely to breach these terms, or the Client fails to make any payment in full by due date, or, in Minnie Street Studio's opinion, is likely to be unable to make payment in full by due date, or is placed in receivership, liquidation, voluntary administration, bankruptcy or makes creditor arrangements, Minnie Street Studio may at its sole discretion terminate the hire and cancel any outstanding order without further notice and with immediate effect.
 30. Minnie Street Studio has the right to seek from any source credit and bona fides information about the Client and the persons employed or engaged by the Client who may operate the equipment or use the studio or otherwise be entrusted with their safekeeping. The Client consents to the disclosure of such information.
 31. Minnie Street Studio has the right to refuse a reservation, hire, to extend credit and to allow

certain personnel use a studio or to operate the equipment, without giving reasons.

32. The Client will be liable to pay to Minnie Street Studio upon demand all and any legal expenses and collection costs incurred by Minnie Street Studio in enforcing its rights under these terms.
33. The Client shall not deduct, withhold or set-off any amount from or against any sum payable to Minnie Street Studio.
34. The Client shall not assign, transfer or sublet their rights under this agreement.
35. The Client will comply with operational rules and practices applying to the use of the studio and equipment, which Minnie Street Studio may change from time to time at its discretion.

Conditions

During the hire period the Client and their personnel / agents shall abide by the following rules:

1. The client must ensure that his own public liability insurance is operative for all persons in the studio during the hours of use, to cover any accident, injury or death.
2. Nothing shall be done or permitted on the premises or adjacent to them which may cause nuisance, damage or disturbance to the owners or occupiers of adjacent premises.
3. The client shall abide by all relevant statutory health and safety procedures.
4. No smoking is allowed on any part of the studio premises.
5. Noise shall be kept to a reasonable level and the client and their agents and personnel shall respond to any request to reduce the noise level if necessary.
6. The client is responsible for ensuring that the security and fire alarm systems are not tampered with or activated except in instances believed to be a genuine emergency.
7. The studio premises shall be immediately surrendered to Minnie Street Studio at the end of the hire period in the same condition as they were at the beginning of that period.
8. The client and their servants / agents shall take all reasonable steps to ensure that the studio premises and equipment are not damaged, removed or altered in any way.
9. Any materials used in connection with sets constructed by the client shall be removed immediately from the studio premises by the end of the hire period.

10. The client shall be responsible for removing all rubbish and belongings from the studio premises by the end of the hire period (or incur disposal costs).
11. The client and any of its personnel / agents shall not become intoxicated or behave in such a manner which would result in them being unable to safely occupy the studio premises or operate any equipment.
12. The client must ensure that all persons under the age of 18 have parents' or guardian's permission to be at the studio, for the purposes of the photography or filming, during the period of studio hire.
13. The client shall ensure that neither they nor their personnel / agents shall perform any illegal acts or create anything which is illegal or which infringes any applicable laws or third party rights whilst on the studio premises.
14. The client shall pay any costs incurred by Minnie Street Studio arising out of any breach of these conditions.
15. The client must notify Minnie Street Studio at the time of supply if the condition of the equipment or studio space is not acceptable.

Breakages, Losses and Damages

1. The client hiring the studio is responsible for all breakages, losses or damages caused to the studio or equipment by him/her, or any other person, during the use of the studio.
2. No alterations, decorations or additions to the studio are permitted without the written consent of Minnie Street Studio.
3. All equipment and services are supplied by Minnie Street Studio entirely at the risk of the client. Minnie Street Studio shall not be liable for any loss or damage to materials or props or equipment, including consequential loss and loss of profit however caused, arising out of the use or the inability to use the equipment supplied or agreed to be supplied.