

# M O N W

## PHOTOGRAPHY - STILLS & MOTION STUDIO HIRE TERMS & CONDITIONS

### 01. Agreement

The Hirer is the person or party ultimately responsible for the payment of the hire fees set out in the Estimate (and/or as may be proposed by or amended with approval of, Marija Ivkovic Pty Ltd T/A M on W on the day of hire). The Hirer will be deemed to be aware of and have accepted these Studio Hire Terms & Conditions together with the hire fees upon any studio hire bookings and any studio items or equipment items hired at Marija Ivkovic Pty Ltd T/A M on W pursuant to the Terms & Conditions of Equipment Hire. It is the Hirer's responsibility to make themselves aware of these Studio Hire Terms & Conditions and the Terms & Conditions of Equipment Hire.

Upon confirmation by Marija Ivkovic Pty Ltd T/A M on W of a booking request and together with any accompanying Estimate or other commercial terms agreed between the parties, the Hirer agrees to be bound by these terms and conditions. The Hirer acknowledges and agrees that they are freely entering into a legally binding agreement with Marija Ivkovic Pty Ltd T/A M on W.

### 02. Bookings

The Hirer acknowledges and agrees that they have discussed studio hire requirements with Marija Ivkovic Pty Ltd T/A M on W and the desired inclusions have been chosen and an Estimate has been provided.

The Hirer understands, accepts and is clear on what will be delivered by Marija Ivkovic Pty Ltd T/A M on W as part of this hire agreement.

Marija Ivkovic Pty Ltd T/A M on W agrees to reserve the hire date of the Hirer's choosing; subject to availability. In the event that there is more than one booking vying for the same date, the Hirer acknowledges that Marija Ivkovic Pty Ltd T/A M on W can accept and confirm bookings on a first come, first served basis; giving the '1st hold' Hirer's requested booking enough notice to make their decision to either confirm their booking for acceptance by Marija Ivkovic Pty Ltd T/A M or release their hold.

The Hirer acknowledges and agrees that Marija Ivkovic Pty Ltd T/A M on W will only provide services as per requirements set out in the Estimate and/or otherwise expressly agreed in writing by Marija Ivkovic Pty Ltd T/A M on W.

The Hirer acknowledges and agrees that it is their responsibility to notify Marija Ivkovic Pty Ltd T/A M on W of any requested change of details to the Estimate (such as schedules and other requirements). Marija Ivkovic Pty Ltd T/A M on W may accept or reject such requested changes in its sole discretion.

Marija Ivkovic Pty Ltd T/A M on W cannot and will not at any time be held responsible for not providing services as stated in the Estimate if Marija Ivkovic Pty Ltd T/A M on W has not been notified

of change of details requests in writing prior to hire. Requested changes may also incur additional costs depending on changes requested.

A booking is deemed 'confirmed' once Marija Ivkovic Pty Ltd T/A M on W has released any third party 'holds' and confirmed in writing its acceptance of the Hirer's booking request.

Only 'confirmed' bookings will secure the studio/s for the hire date.

The Hirer agrees that if the date of the studio hire requires to be changed, this will be subject to availability of the chosen dates and the prior written approval of Marija Ivkovic Pty Ltd T/A M on W.

Once a booking is confirmed, cancellation fees will apply.

### **03. Studio Use & Overtime**

Studio hire rates are based on the use of the studios as a 'facility' only. Should you require to photograph or film the studio as a 'location' this must be addressed prior to the booking as additional fees will apply (please refer to rate card).

Standard hire times are as follows:

#### Stills Shoot

Half day bookings: 8am - 1pm, 12pm - 5pm or 1pm - 6pm (5 hour duration).

Full day bookings: 8am-5pm, 8.30am - 5.30pm or 9am - 6pm (9 hour duration).

#### Film shoots

Half day bookings: 8am - 1pm, 12pm - 5pm or 1pm - 6pm (5 hour duration).

Full day bookings: 8am - 6pm (10 hour duration).

The above hire times are inclusive of bump in and bump out. Bumping in or bumping out outside of these hours will incur overtime fees.

Any bookings made for a Saturday, Sunday or public holiday will incur a loading fee (please refer to rate card).

The agreed hire period is as per the Estimate supplied to the Hirer (unless agreed post issue of the Estimate). If Marija Ivkovic Pty Ltd T/A M on W is required beyond the agreed hours of hire, overtime fees will apply. The Hirer is given a grace period of 30 minutes before overtime fees are charged at \$150 + gst per hour and added to the invoice accordingly.

### **04. Additional Items**

Any additional items required for the Hirer's photoshoot (including, but not limited to: cyclorama repaint, equipment hire, props, plinth hire, wall flat hire, set build, catering, etc) requested on the day of booking (and as a result not included in the Estimate) will be added to the studio hire invoice.

### **05. Cancellations**

Cancellation of a confirmed booking less than 72 hours from the booking date (or no-shows) will

result in an invoice for 100% of the provided Estimate.

Cancellation of a confirmed booking more than 72 hours from the booking date will result in an invoice for 50% of the provided Estimate.

## **06. Indemnity**

The Hirer agrees to indemnify Marija Ivkovic Pty Ltd T/A M on W against any liability, loss, damage or expense, including legal fees on an ordinary basis, arising out of the negligent performance or non-performance of its obligations under this hire agreement.

## **07. Public Liability Insurance**

The Hirer must ensure that all necessary public liability insurances and any other required insurances are in place and operative for all persons in the studio during the hours of hire to cover any events (including accidents, injuries or death).

The Hirer acknowledges and agrees that in an unforeseen and/or force majeure event where the space is no longer available due to damage or other incidents, Marija Ivkovic Pty Ltd T/A M on W will not be responsible or liable in any way for any inconvenience/damages/penalties or other loss incurred by or in relation to the Hirer.

Marija Ivkovic Pty Ltd T/A M on W will not be responsible for the loss or theft of any property of any person using the M on W premises, nor for any property lost by couriers in transit to or from the M on W premises. All reasonable care will be exercised by M on W in supervising the space; however it is the Hirer's responsibility to make appropriate arrangements to ensure their property is properly secure whilst using the M on W premises. If the Hirer is leaving property at the M on W premises, or in the equipment room overnight, the Hirer acknowledges and agrees that it does so at its own risk.

## **08. Damages & Cleaning**

The Hirer is liable for any damage made to the fabric of the building, fixtures, fittings, furniture or appliances therein or equipment and other items hired throughout the duration of the booking; unless an employee of Marija Ivkovic Pty Ltd T/A M on W willfully and negligently causes such damage.

To the extent permitted by law the Hirer agrees that Marija Ivkovic Pty Ltd T/A M on W will not be held responsible for any damage to Hirer property or any injury that occurs during studio hire, whether it be a direct or indirect consequence of the actions of Marija Ivkovic Pty Ltd T/A M on W or its affiliates.

If any damage is made to the cyclorama by the Hirer (including by any children, adults or equipment present during the time of the booking), Marija Ivkovic Pty Ltd T/A M on W cannot be held responsible or liable for any injuries or damages. In the event of the cyclorama becoming damaged, the Hirer acknowledges and agrees that they are responsible for the repair or replacement of the structure.

## **09. Rubbish Removal**

General cleaning is included in the studio hire rate; however should specialist cleaning or repainting be required of any areas, If left unsatisfactory, a cleaning fee will be incurred and payable by the Hirer.

The Hirer is responsible for the removal of any excess rubbish, cardboard, polystyrene or external props and sets, and for returning the space to the same condition that it was found in.

If the bins provided do not allow for excess rubbish then arrangements should be made to take it with you when the Hirer leaves the premises. Alternatively Marija Ivkovic Pty Ltd T/A M on W can arrange for additional rubbish disposal for an additional fee based on the amount of rubbish.

#### **10. Surveillance**

The studio has 24/7 surveillance as part of safety and security. The Hirer accepts this as condition of hire. No footage is made publicly available unless in the event of a criminal act/offence whereby footage will be provided to police or insurance companies as required.

#### **11. Minors on Set**

Any babies or children in the space must be accompanied and supervised by an adult at all times. It is the Hirer's responsibility to have all necessary child permits and required paperwork in place and approved prior to the date of hire.

#### **12. Props, Property, Deliveries & Collections**

Prior to the Hirer's booking, M on W Pty Ltd T/A M on W must be notified of all deliveries and collections planned to and from M on W. Subject to studio availability and access (and volume of delivery), some deliveries can be made to M on W the day prior to the Hirer's booking. Such deliveries must be pre-approved in writing in order for M on W to be able to accept the delivery. Otherwise, all deliveries are to be made on the day of the booking. All items must be removed from M on W at the conclusion of the Hirer's booking and within the booking time. In some instances some items can be left behind for next day collection, however this must be approved in writing by M on W prior to the Hirer's booking.

The Hirer must ensure that all such items are insured. No Hirer related items held or stored on M on W premises are covered by any insurance whatsoever held by Marija Ivkovic Pty Ltd T/A M on W. Marija Ivkovic Pty Ltd T/A M on W reserves the right to dispose of any items left on the premises should the Hirer wish not to collect. A fee may be incurred for disposal; should this be required.

#### **13. Sub Hire**

Sub hire, paid or unpaid and including lending, is forbidden without the written consent of Marija Ivkovic Pty Ltd T/A M on W.

#### **14. Equipment of M on W**

The Hirer at all times must use the equipment of M on W in a skilful and proper manner, in accordance with the terms and conditions of Equipment Hire available in the 'M on W Equipment Hire' PDF.

#### **15. Equipment Failure**

If for any reason there is a breakdown or failure of photographic equipment caused by reasonable wear and tear, and not by the Hirer's negligence or misuse or any other reason whatsoever, then a period of hire and/or fee reduction shall be determined upon inspection by Marija Ivkovic Pty Ltd T/A M on W.

**16. Payment**

The Hirer acknowledges and agrees that all invoices are payable in full within 7 days from the date of invoice.

For clarity, the Hirer acknowledges and agrees that any damage incurred during studio hire will be at the Hirer's expense and any costs incurred to repair damaged equipment or replace lost/broken equipment will be invoiced directly to the Hirer.

If the Hirer does not wish to pay via direct bank transfer, credit card payment options are available. The Hirer acknowledges and agrees to pay a processing fee of 1.75% for all credit card transactions and will be contacted for their credit card details on or before the payment due date.

The terms and conditions above are subject to change without notice.

The Hirer acknowledges and agrees the above terms and conditions have been read, understood and with this signature agreed upon with Marija Ivkovic Pty Ltd T/A M on W.

Executed as an agreement for and on behalf of:

Company:

Address:

Contact number:

Date of agreement:

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Name

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Title

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Date