

# Terms and conditions

Please read the booking terms and conditions prior to making your booking. You will be required to agree to our terms and conditions before you can complete your booking.

All prices listed here are GST inclusive.

## Entry and exit requirements

Your booking includes all set-up and pack-up time. Please ensure you book the right amount of time, arrive on time and are packed up and ready to leave by your scheduled finishing time. Any extra time required over your booking time is charged at \$55 per hour.

The studio is provided in an 'as is' condition.

Upon leaving the studio, it is expected that all areas used will be left in the condition they were provided. A cleaning fee of \$55 will be charged if this request is not followed.

If background paper is damaged, creased, stained or deemed unfit for future use (at Nikki M Group's discretion), the Hirer will be charged \$33 per linear metre, due and payable within 7 days.

The Hirer on the booking form is the only person(s) permitted to use the studio premises and equipment. The Hirer is not permitted to sub-contract or sub-let the studio or equipment to any third parties. The Hirer may not remove or modify equipment in a way not recommended by the manufacturer. The Hirer is responsible to only allow the equipment to be used trained personnel.

## Studio availability

The studio is available for hire 5 days per week from 8.30 am to 5.00 pm. Times outside these are subject to availability and can be arranged by discussion with management.

## Additional hours

Additional hours can be added to your booking by negotiation and are subject to availability. Additional hours can be purchased from \$55 per hour.

## Equipment

You may bring your own equipment for use at the studio; however, Nikki M Group is not responsible for any losses or damages that may occur while being used on the premises.

## Payment

Payment is required at the time of booking. Payment can be made by bank deposit using the bank details provided on your invoice.

Your booking is not secured until full payment has been received. If payment is not received by the due date, your booking will be cancelled and will result in this action being recorded on your account.

Nikki M Group reserves the right to refuse reservations to repeat offenders at its sole discretion.

## Confirmation

Your booking will be confirmed after payment has been received. You will receive a confirmation email with the details of your booking.

## Cancellation

If you wish to reschedule your booking, a minimum of 48 hours' notice is required. If this request is followed, your payment will roll over to your rescheduled appointment.

If you wish to cancel your booking, a minimum of 48 hours' notice is required. No refunds are given for failure to attend your booking unless Nikki M Group receives a minimum of 48 hours' notice. All cancellations will incur an administration fee of \$44.

Failure to show to a booking or failure to notify us that you are unable to attend your booking at least 48 hours before your scheduled session time will result in this action being recorded on your account.

Nikki M Group reserves the right to refuse reservations to repeat offenders at its sole discretion.

## Exclusive use

Although you will have exclusive use of the space, please be aware Nikki M Group is a business and will have staff on the premises. The common areas, kitchen and bathroom facilities are all shared areas so there will be people utilising those spaces during your booking. However, staff will ensure they use these areas only when required to minimise any disruption of your booking.

## Damages and loss

Use of our studio and our equipment is at the Hirer's own risk. The Hirer hereby waives rights to seek legal redress for mishaps, accidents and/or loss while on our premises.

The Hirer agrees to leave the studio and adjacent grounds in the same condition as they were when the Hirer arrived.

The Hirer is solely responsible for any legal infraction the Hirer or members of the Hirer's party make during the conduct of the shoot, be they in our studio or elsewhere. This includes parking tickets, all other violation or citations, and legal action resulting from the conduct of the shoot, taken at whatever time.

The Hirer agrees to hold harmless Nikki M Group, its owner, agents, representatives and contractors acting on its behalf for any loss, accident, or injury to the Hirer's self or anyone who accompanies the Hirer while on our premises.

The Hirer agrees to be solely responsible for the conduct and welfare of all persons accompanying the Hirer while on our premises. The Hirer is solely responsible for the safety and wellbeing of any models the Hirer engages.

The Hirer understands that if Nikki M Group staff observes dangerous, pornographic or negligent practices or activities are

being engaged in, Nikki M Group management reserves the right to stop the shoot and require the Hirer and Hirer's party to leave immediately; however, Nikki M Group assumes no responsibility to act in such cases.

The Hirer agrees to hold Nikki M Group, its agents, representatives and anyone acting on behalf of the Hirer completely harmless from any action, legal or otherwise, that results from the Hirer's conduct. The Hirers are solely responsible for verifying that all models employed during the Hirer's rental period are of legal age for the activities they are to be engaged in. Nikki M Group has no responsibility to determine or verify the age of participants in the Hirer's activities but reserves the right to end those activities if it becomes aware that legal age violations are on-going. The Hirer understands and agrees that a Nikki M Group representative will be present in the studio at all times the Hirer is using it.

### **Indemnity and liability**

Nikki M Group has insured the studio premises and their own equipment against all normal insurable risks but not further or otherwise. The Hirer is responsible for insuring their own equipment and personal property and that belonging to their clients, assistants, associated personnel and other third-party individuals.

The Hirer agrees to indemnify Nikki M Group against any costs including legal costs, damages, payments, fines or interests Nikki M Group may incur as a result of the Hirer breaching this agreement.

Nikki M Group is not liable for acts out of its control that affect the shoot, such as power outages, NBN outages, weather or emergencies. In such cases, Nikki M Group may refund a pro-rata portion of Hirer's payment and/or reschedule the studio booking.

Nikki M Group reserves the right to terminate this agreement at any time with or without notice if the Hirer has breached any terms of this agreement or for unforeseeable circumstances that prevent the Hirer from fulfilling the agreement.

### **Default**

An account shall be considered in default if it remains unpaid for 30 days from due date.

Nikki M Group will reserve the right to refuse access to the facilities and services offered, until the amount due has been fully paid.

Removal of the Hirer's access to the facilities and services offered does not relieve the Hirer of its obligation to pay the due amount.

Hirers whose accounts are in default agree to pay Nikki M Group reasonable legal expenses and third-party collection agency fees in respect of the enforcement of these terms of business.

### **Parking**

Hirers are welcome to park directly at the rear of our premises for equipment unloading and reloading only. Once equipment is unloaded or loaded we ask that you please move your vehicle to a street car park nearby.

### **Video production**

Sound recording is achievable but not guaranteed to be of any standard. We recommend you inspect the studio to determine suitability.

### **Additional items**

Please be respectful of all staff on the premises during your time at the studio. This is a shared space.

Excessive noise is not allowed. Please be respectful and keep noise at a respectable level.

No smoking is allowed on any part of the studio premises.

Minors must be supervised at all times.

Wireless internet access is limited to general web browsing. Hirers are to refrain from downloading movies, music or restricted content. Please speak with Nikki M Group staff to obtain the wifi password.

Insurance of gear, people and goods is the responsibility of the individual Hirer.

Lighting and props are complimentary with the studio hire and may vary in availability.

### **Acceptance of terms and conditions**

The Hirer \_\_\_\_\_

\_\_\_\_\_ agrees to the terms and conditions of photography studio hire at 87 Cavanagh Street, Cheltenham, Victoria, 3192.

Signature \_\_\_\_\_

Date \_\_\_\_\_