



## STUDIO HIRE TERMS AND CONDITIONS

### 1. GENERAL

These terms and conditions govern the hire of all Studios, Products & Services. By placing an order for a Studio, Product or Service with BYRON STUDIOS, the client agrees to comply with and be bound by these Terms and Conditions.

### 2. DEFINITIONS

When used in these Conditions, capitalised terms shall have the following meanings:

"Australian Consumer Law" means the Australian laws for fair trading and consumer protection;

"Claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs on a full indemnity basis), losses, damages and expenses, including those arising out of the terms of any settlement or from any personal injury or property damage or in respect of loss or liability of any kind;

"Collection Point" means the designated location for the Client to collect the Hired Products or Services from as specified in the Rate Card;

"Confirmed Order" means an Order that has been confirmed by BYRON STUDIOS under clause 3.2;

"Client" means any person hiring a Product or Service;

"Defect" means any defect, missing component, deficiency, error, omission or failure in a Product that would render that Product not:

- (a) fit for all purposes for which products of that kind are commonly supplied; or
- (b) as safe and durable as a reasonable consumer fully acquainted with the state and condition of the Product (including any hidden defects of the Product) would regard as acceptable;

"Fees" means the amount payable by the Client for the hire of a Product calculated by applying the applicable Rate for all Hired Products for the applicable Rental Period/s;

"Hired Product" means a Product listed in a Confirmed Order;

"Laws" means Commonwealth and State legislation including regulations, by-laws or other subordinate legislation in NSW;

"L&D Deposit" means the loss and damage deposit payable by the Client to BYRON STUDIOS as security for any loss or theft of or damage to the Hired Products during the Liability Period;

"Liability Period" means the period from when the Client signs for receipt to when BYRON STUDIOS signs a Return Form;

"Order" means any order for Products placed by a Client;

"Personnel" means officers, directors, employees, agents, subcontractors and volunteers and in the case of the Client, includes any person using or having access to the Hired Goods during the Liability Period;

"BYRON STUDIOS Policies and Procedures" means any policies or procedures implemented by BYRON STUDIOS in relation to the operation of the Studios or the hire of the Products and Services;

"Products" means all goods and services available for hire and listed on the Rate Card;

"Rates" means the rates for the hire of Products published in the Rate Card;

"Rate Card" means the rate card published on the Website listing the products and services available for hire under these Terms and Conditions and the Rates for such hire;

"Product" means any product listed as available for hire on the Rate Card;

"Rental Period" means the period indicated on the website or any other period specified in the Rate Card or in a confirmed Order as being the rental period for a particular Product or Service;

"Return Point" means the same location as the Collection Point unless otherwise identified on the Rate Card;

"Services" means and supplied operation that does not include equipment;

"Studio" means any space determined by Byron Studios to act as a productions space for Film, TV and Photographic work;

"Terms & Conditions" means these terms and conditions as updated by BYRON STUDIOS from time to time and available to view in the Website;

"Usage Deposit" means an amount of money to be held by BYRON STUDIOS as security for the payment of any usage charges incurred by the Client as a result of the Client's use of a Hired Product;

"Wilful Default" means fraud, fraudulent concealment, dishonesty, or any illegal or malicious act or omission in relation to the Agreement by the Client or its Personnel; and

"Wilful Misconduct" means:

- (a) an intentional breach of either a material provision of these Terms and Conditions or of a Law in respect of the Client's obligations under these Terms and Conditions,
- (b) committed with reckless disregard for the consequences and in circumstances where the Client knows or ought to know that those consequences would likely result from the breach, and
- (c) which is not due to an honest mistake, oversight, error of judgement, accident or negligence.

### **3. ORDERING PRODUCTS**

#### **3.1. PLACING AN ORDER**

- (a) All Products and applicable Rates are published in the Rate Card which is available on the Website. Some items may be marked as POA, or Price on Application.
- (b) BYRON STUDIOS may at any time amend the Products that are available and any applicable Rates and will reflect any changes by updating the Rate Card and posting an alert on the Website.
- (c) To request hire of a Studio, Product or Service, a Client must place an Order using the order form on the Website, or contact Byron Studios by email.
- (d) BYRON STUDIOS does not guarantee that a Product requested by a Client will be available until the Client's Order has been confirmed in accordance with clause 3.2.
- (e) By placing an Order, the Client agrees to be bound by these Terms and Conditions and to pay the applicable Rates for any Products the Client hires.

### **3.3. ORDER CONFIRMATION**

- (a) All Orders will be reviewed by BYRON STUDIOS and BYRON STUDIOS will accept or reject Orders by email to the Client.
- (b) The acceptance of an Order is at BYRON STUDIOS sole discretion and no further correspondence will be entered into.
- (c) Once BYRON STUDIOS confirms acceptance of the Client's Order, we will invoice a deposit. Once the Client has paid the deposit, the Order is considered confirmed and the parties agree that an agreement has been formed.

### **3.4. SUBSTITUTIONS**

- (a) Due to Product availability, BYRON STUDIOS cannot guarantee that any Orders will be accepted or confirmed. Each Order placed will be manually reviewed by BYRON STUDIOS to ensure that the Products can be provided.
- (b) If for any reason BYRON STUDIOS is unable to supply a Product, BYRON STUDIOS may offer the Client a substitute product for consideration.
- (c) BYRON STUDIOS must notify the Client of the proposed substitute and any change in the amount payable by the Client.