

**STUDIO488 IS A TRADING NAME FOR FIRST IN RETAIL LTD BY USING ANY OF OUR SERVICES YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE**

### **1. TURNAROUND TIMES AND DELIVERABLES**

TURNAROUND TIMES ARE COUNTED USING WORKING DAYS ONLY (MONDAY-FRIDAY AND EXCLUDING ALL BANK HOLIDAYS) AND ARE ESTIMATES, IF YOUR JOB IS TIME CRITICAL IT IS IMPORTANT TO LET US KNOW, WE WILL ADVISE AS TO WHETHER WE CAN ACHIEVE A TARGET DATE OR NOT, WE ACCEPT NO LIABILITY FOR LOSSES INCURRED IF WE FAIL TO DELIVER PRODUCT OR IMAGES AT A TIME AGREED.

### **2. COMMERCIAL PHOTOGRAPHERS PRICING AND QUOTES**

PRICES QUOTED REMAIN IN PLACE FOR 7 DAYS, PRICES ON OUR WEBSITES MAY BE SUBJECT TO CHANGE AND ARE A GUIDE ONLY, PRICES CAN VARY DEPENDING ON THE PRODUCT OR ASSOCIATED LEVEL OF PROJECT.

### **3. PICK UP & RETURN SERVICE**

PICK UP WITHIN THE 15 MILES OF BL4 AREA IS SUBJECT TO A MIN ORDER VALUE OF £200, RETURN CHARGES FOR ALL ORDERS ARE £9.99 AND ARE CARRIED OUT BY INTERLINK/DPD INSURANCE ON THESE ITEMS ARE MINIMAL AND SET BY THE COURIER USUALLY A MAX OF £50 PER CONSIGNMENT DEPENDING ON WEIGHT NOT THE VALUE OF THE ITEMS, IF YOU REQUIRE YOUR GOODS TO BE FULLY INSURED YOU MUST OBTAIN THIS INSURANCE YOURSELVES OR ORGANIZE YOUR OWN COLLECTION.

### **4. OUR COMMERCIAL PHOTOGRAPHY SERVICES TO YOU**

THE SERVICE FIRST IN RETAIL LTD PROVIDES CAN BE WITHDRAWN OR REFUSED AT ANY TIME WITHOUT REASON

### **5. PAYING FOR YOUR PHOTOGRAPHY AND PROJECTS**

IMAGES PROVIDED BY FIRST IN RETAIL LTD WILL BE DELIVERED ONLINE UPON RECEIPT OF CLEARED PAYMENT USING BANK TRANSFER (BACS). (UNLESS WE AGREE CREDIT TERMS) FINAL IMAGES WILL NOT BE RELEASED BEFORE FULL PAYMENT HAS BEEN RECEIVED. CLIENTS WISHING TO DISCUSS ALTERNATIVE PAYMENT TERMS SHOULD CONTACT US TO SPEAK WITH A MEMBER OF OUR ACCOUNTS TEAM. ALL PRICES ARE EXCLUSIVE OF VAT, AND RETURN DELIVERY IF APPLICABLE.

### **6. CREDIT/DEBIT CARDS**

SORRY WE DO NOT ACCEPT DEBIT OR CREDIT CARDS

### **7. RECEIVING YOUR IMAGES AND VIDEOS**

ONCE CLEARED PAYMENT HAS BEEN RECEIVED THE IMAGES WILL BE MADE AVAILABLE VIA OUR PARTNERS WETRANSFER

### **8. COMMERCIAL PHOTOGRAPHY REFUND POLICY**

ALL SERVICES PROVIDED BY FIRST IN RETAIL LTD ARE NONE REFUNDABLE. IF YOU BELIEVE THERE IS AN ERROR WITH IMAGES THIS MUST BE BROUGHT TO OUR ATTENTION WITH 24 HOURS OF YOU RECEIVING THEM, OUR RESHOOT POLICY IS COVERED BELOW IN SECTION 12

### **9. CANCELLATION OF COMMERCIAL PHOTOGRAPHY PROJECTS OR STUDIO TIME**

THE STUDIO RESERVES THE RIGHT TO CHARGE THE FULL OR PART OF THE QUOTED/CHARGEABLE PRICE FOR ANY CANCELLATIONS BY YOU THE CLIENT. GOODS THAT HAVE ALREADY BEEN SHOT, PREPARED AND/OR PROCESSED CANNOT BE CANCELED.

### **10. CLIENT CONFIDENTIALITY**

FIRST IN RETAIL LTD DO NOT PASS ANY DETAILS ON TO ANY THIRD PARTY AND ALL OF OUR CLIENTS CONTACT DETAILS ARE KEPT SECURELY, REMAIN CONFIDENTIAL AND ARE NEVER SHARED, DISCLOSED OR GIVEN OUT. THIS APPLIES TO IMAGERY (FIRST IN RETAIL RESERVE THE RIGHT TO USE IMAGERY IN OUR OWN MARKETING UNLESS EXPLICITLY REQUESTED NOT TO)

#### **10A. CLIENT IMAGERY AND STOCK CONFIDENTIALITY**

FIRST IN RETAIL LTD UNDERSTAND THAT TIMES CAN BE PRE PRODUCTION SAMPLES OR ARE TIME SENSITIVE IN TERMS OF LAUNCH DATES, AS SUCH WE EN-DEVOUR TO KEEP CONFIDENTIAL ANY IMAGERY OR ITEMS OF STOCK UNTIL SUCH TIME AS IT IS PUBLIC KNOWLEDGE.

#### **11. INSURANCE DETAILS/CLAIMS**

FIRST IN RETAIL LTD PROVIDE NO INSURANCE OR ACCEPT ANY LIABILITY FOR ANY ITEMS IN OUR CARE OR DURING TRANSIT, OUR COURIERS CARRY AN INSURANCE POLICY FOR LOST/DAMAGED GOODS HOWEVER THIS IS, IN MOST CASES, BELOW THE VALUE OF THE GOODS, WE RECOMMEND YOU ENSURE THE INSURANCE OF YOUR GOODS IS SUFFICIENT. YOU AGREE THAT IN THE EVENT THAT GOODS ARE DAMAGED, LOST, STOLEN, OR OTHERWISE DEEMED UNSALEABLE WHILST IN THE CARE OF FIRST IN RETAIL THAT FIRST IN RETAIL, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS WILL NOT AND CAN NOT BE HELD LIABLE OR SUBJECT TO ANY CLAIMS FOR DAMAGES OR ANY FORM OF COMPENSATION.

#### **12. COMMERCIAL PHOTOGRAPHY PROJECTS**

PHOTOGRAPHY PROJECTS WILL COMMENCE FOLLOWING ACCEPTANCE OF A WRITTEN OR VERBAL BRIEF PROVIDED BY OUR CLIENTS. RE-SHOOTS WILL BE CHARGEABLE IF FIRST IN RETAIL LTD HAS ADHERED TO THE BRIEF AND OUR CLIENT MAKES CHANGES TO THE BRIEF AFTER THE IMAGES HAVE BEEN SHOT OR THERE HAS BEEN A CLEAR MISUNDERSTANDING/MISCOMMUNICATION REGARDING THE BRIEF. RE-SHOOTS ARE CHARGED AT THE SAME RATE AS THE ORIGINAL SHOOT. FIRST IN RETAIL RESERVE THE RIGHT TO MAKE THE THE DECISION TO RE SHOOT AN ITEM.

#### **13. COMMERCIAL PHOTOGRAPHY IMAGE COPYRIGHT**

FIRST IN RETAIL LTD. RETAINS COPYRIGHT ON ALL IMAGES SUPPLIED TO OUR CLIENTS. HOWEVER, OUR PHOTOGRAPHY IS SUPPLIED WITH AN 'INTERNAL BUSINESS USE' LICENSE. WE DO NOT STIPULATE A TIME LIMIT ON THIS USAGE. ALL IMAGES SUPPLIED MUST BE USED BY OUR CLIENTS OWN BUSINESS AS INDICATED ON THE INVOICE, IMAGES CANNOT BE DISTRIBUTED, OR SOLD. ADDITIONAL USAGE RIGHTS FOR THE USE OF IMAGES OUTSIDE OF THE CLIENTS BUSINESS CAN BE NEGOTIATED AS REQUIRED. IN THE EVENT OF A CLIENT DEFAULTING ON ANY INVOICE FIRST IN RETAIL LTD RESERVE THE RIGHT TO REVOKE THE LICENSE AND ISSUE INSTRUCTIONS TO REMOVE ANY IMAGES IMMEDIATELY. ANY IMAGES USED WITHOUT THE CORRECT LICENCE FROM FIRST IN RETAIL LTD ARE IN BREACH OF UK COPYRIGHT LAWS AS SUCH YOU COULD BE COMMITTING A CRIMINAL OFFENCE

***USE OF IMAGES OUTSIDE OF OUR TERMS ARE DEEMED TO BE "UNAUTHORIZED" AND AS SUCH MUST BE REMOVED ON REQUEST, IF YOU FAIL TO REMOVE ANY IMAGES WE RESERVE THE RIGHT TO CHARGE A FLAT FEE OF £50 PER IMAGE PER DAY.***

#### **14. UNPAID INVOICES**

IF PAYMENT IS NOT MADE BY THE DUE DATE OR IN ACCORDANCE WITH OUR CLIENTS' SPECIFIC PAYMENT TERMS & CONDITIONS, WE RESERVE OUR STATUTORY RIGHT TO CLAIM INTEREST AND COMPENSATION FOR DEBT RECOVERY COSTS UNDER THE LATE PAYMENT LEGISLATION. A FEE OF £20 (EXCLUDING VAT) WILL BE MADE FOR EACH ACCOUNT REMINDER, DUPLICATE INVOICE, OR ANY OTHER CORRESPONDENCE, PAPERWORK OR PHONE CALL INVOLVED WITH THE RECOVERY OF A DEBT / UNPAID INVOICE. THIS IS NON-REFUNDABLE AND REPRESENTS TIME SPENT PURSUING OVERDUE INVOICES. IN ADDITION, IN THE EVENT OF AN UNPAID INVOICE, FIRST IN RETAIL LTD. RESERVE THEIR RIGHT TO REVOKE ALL DISCOUNTS RELATING TO THE JOB FOR WHICH THE INVOICE REMAINS UNPAID, MAKING THEM NULL & VOID AND TO REVERT TO OUR FULL STANDARD PRICING STRUCTURE APPROPRIATE TO THE JOB. FIRST IN RETAIL RESERVE THE RIGHT TO REMOVE ALL LICENSE AND USAGE RIGHTS TO CLIENTS WITH OUTSTANDING INVOICES.

#### **15. INCORRECT GOODS DELIVERED / SHORTAGES.**

WE WILL QUOTE SEPARATELY FOR ANY ITEMS THAT REQUIRE TIME TO BE "BUILT" OR "MADE READY" THIS EXCLUDES NORMAL ACTIVITIES SUCH AS STEAMING OR UNPACKING. WE OPERATE A COMMON SENSE APPROACH, IF AN ITEM IS GOING TO TAKE MORE THAN A FEW MINUTES TO MAKE READY TO

SHOOT THEN WE WILL CHARGE FOR THIS TIME ACCORDINGLY

#### **16. FORCE MAJEURE**

FIRST IN RETAIL LTD SHALL HAVE NO LIABILITY TO THE CLIENT IF IT IS PREVENTED FROM OR DELAYED IN PROVIDING ITS SERVICE BY ACTS, EVENTS, OMISSIONS OR ACCIDENTS BEYOND ITS REASONABLE CONTROL, INCLUDING FAILURE OF A UTILITY SERVICE OR TRANSPORT NETWORK, ACT OF GOD, WAR, RIOT, CIVIL COMMOTION, MALICIOUS DAMAGE, COMPLIANCE WITH ANY LAW OR GOVERNMENTAL ORDER, RULE, REGULATION OR DIRECTION, ACCIDENT, BREAKDOWN OF PLANT OR MACHINERY, FIRE, FLOOD, STORM OR DEFAULT OF SUPPLIERS OR SUB-CONTRACTORS.

#### **17. STORAGE AND PRODUCTS NOT COLLECTED OR RETURNED**

YOU AGREE TO TRANSFER THE OWNERSHIP AND TITLE OF ANY ITEMS/GOODS NOT COLLECTED OR RETURNED FOR ANY REASON 30 DAYS FROM THE DATE WE RECEIVE YOUR GOODS, WE RESERVE THE RIGHT TO DISPOSE OF GOODS IN ANY WAY WE DEEM NECESSARY THIS INCLUDES THE SALE OF GOODS. GOODS STORED AT THE STUDIO WILL INCURE A FEE OF £1.00 PER DAY, THIS CHARGE IS BASED ON A PER BOX OR RAIL BASIS AND IS AT THE SOLE DISCRETION OF FIRST IN RETAIL LTD

#### **18. DISCOUNTS**

DISCOUNTS ARE BASED ON VARIOUS CRITERIA AGREED BY THE CLIENT AND FIRST IN RETAIL LTD, AS SUCH FIRST IN RETAIL LTD RESERVE THE RIGHT TO MAKE ADDITIONAL CHARGES IF THE SPECIFIED CRITERIA IS NOT MET BY THE CLIENT. OUR DISCOUNT IS WORKED ON A NUMBER OF ITEMS OVER A YEAR, YOU AGREE TO SUPPLY A MINIMUM NUMBER TO RECEIVE THE CORRESPONDING DISCOUNT IF THE NUMBERS ARE LESS YOU THEN WILL BE INVOICED FOR THE DIFFERENCE.

#### **19. PRICE GUARANTEE**

WE WILL BEAT OR MATCH ANY PRICE YOU HAVE BEEN QUOTED FOR OUR STANDARD LISTED PHOTOGRAPHY SERVICES (OTHER SERVICES ARE LOOKED AT ON A CASE BY CASE BASIS). ALL PRICE GUARANTEE QUOTES FROM OTHER COMPANIES NEED TO MEET CERTAIN CRITERIA THIS INCLUDES BUT IS NOT RESTRICTED TOO SOME/ALL OF THE FOLLOWING: VAT REGISTRATION, LIKE FOR LIKE CAPABILITY, LIKE FOR LIKE STUDIO FACILITIES, TIMESCALE, USAGE LICENSE.

#### **20. IMAGE USAGE**

ANY QUOTED, INVOICED OR LISTED PRICE COME WITH A BUILT IN DEDUCTION TO OUR DEFAULT "NONE LICENSED" PRICING STRUCTURE. IN THE EVENT IMAGES ARE USED OUTSIDE OF OUR TERMS AND CONDITIONS, OR AGREEMENT WITH YOURSELF OR FAILURE TO REMOVE IMAGE/S AFTER WE REQUEST THEM TO BE REMOVE (DUE TO COPYRIGHT INFRINGEMENT OR NONE PAYMENT) THEN PRICING FOR ANY IMAGES WILL DEFAULT TO THE "NONE LICENSED" PRICING STRUCTURE WHICH IS £50 PER IMAGE PER DAY.

#### **21. IMAGE RETENTION AND STORAGE**

ONCE IMAGES HAVE BEEN DELIVERED TO OUR CLIENTS IT IS THE CLIENT'S RESPONSIBILITY TO STORE/CATALOGUE THOSE IMAGES.

FIRST IN RETAIL DELIBERATELY REMOVES IMAGES AFTER A SHORT PERIOD OF TIME, AS SUCH RECOVERY OR REDELIVER OF IMAGES MAY NOT BE POSSIBLE.

FIRST IN RETAIL WILL NOT ACCEPT ANY LIABILITY IN THE EVENT THE CLIENT "LOSES"IMAGES. A CHARGE IS APPLICABLE FOR US TO ATTEMPT TO RECOVER LOST IMAGES FROM OUR BACKUP SERVERS THIS CHARGE IS £100 PER SEARCH AND IS LIMITED TO 100 IMAGES AND IS ONLY APPLIED IF WE HAVE IMAGES ON FILE TO RESEND.

#### **22. JURISDICTION**

THE PARTIES TO THIS AGREEMENT IRREVOCABLY AGREE THAT, THE COURTS OF ENGLAND SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF THIS AGREEMENT.

We reserve the right in our sole discretion to modify or discontinue the Price Guarantee or to restrict its availability to any person, at any time, for any or no reason, and without prior notice or liability to you. The terms of the Best Price Guarantee are governed by English law.

## Privacy Policy

FIRST IN RETAIL LTD T/A STUDIO488 IS COMMITTED TO PROTECTING THE PRIVACY OF OUR CUSTOMERS AND WEBSITE VISITORS. AS SUCH WE HAVE DETAILED THE FOLLOWING POLICY WHICH FORMS THE BASIS OF HOW WE HANDLE ANY INFORMATION PROVIDED TO US.

UNDER THE EU'S GENERAL DATA PROTECTION REGULATION (GDPR), THE DATA CONTROLLER IS FIRST IN RETAIL LTD T/A STUDIO488 AND THE DATA PROTECTION ACT INFORMATION OFFICER IS ALSO FIRST IN RETAIL LTD. ANY QUESTIONS, COMMENTS AND REQUESTS REGARDING THIS PRIVACY POLICY SHOULD BE ADDRESSED TO THE DPO.

HOW WE MAY COLLECT INFORMATION FROM YOU:

THIS MAY BE COLLECTED WHEN YOUR DETAILS ARE ENTERED IN TO OUR WEBSITE OR WHEN YOU BECOME A FIRST IN RETAIL LTD T/A STUDIO488 CLIENT. ALTERNATIVELY, IF YOU HAVE SENT AN E-MAIL, LETTER OR CALLED US AND COMMUNICATED YOUR INFORMATION THIS MAY ALSO BE STORED BY US USING THIRD PARTY COMPANIES, WE STORE NO ELECTRONIC DATA WITH THE EXCEPTION OF COMMERCIAL PRODUCT IMAGES ON OUR INTERNAL SYSTEMS

WHERE IS MY DATA STORED:

THE DATA WE COLLECT IS STORED ON THIRD PARTY APPLICATIONS, THIS INCLUDES CRM, ACCOUNTS, EMAIL. THE DATA COLLECTED IS PERSONAL NAME, COMPANY NAME, ADDRESS, VAT NUMBER, COMPANY NUMBER, COMPANY EMAIL ADDRESS. WE TAKE ALL STEPS WE CONSIDER NECESSARY TO ENSURE OUR PARTNERS STORE YOUR DATA SECURELY AND IN ACCORDANCE WITH THIS PRIVACY POLICY AND GDPR. THE TRANSMISSION OF INFORMATION VIA THE INTERNET IS NOT COMPLETELY SECURE. ALTHOUGH WE WILL DO OUR BEST TO PROTECT YOUR PERSONAL DATA, WE CANNOT GUARANTEE THE SECURITY OF YOUR DATA TRANSMITTED TO OUR WEBSITE. ANY TRANSMISSION IS AT YOUR OWN RISK.

HOW WE USE THE INFORMATION COLLECTED:

WE WILL ONLY USE YOUR INFORMATION FOR LEGITIMATE BUSINESS PURPOSES, INCLUDING SOME OR ALL OF THE FOLLOWING:

- TO PROVIDE YOU WITH THE INFORMATION, CUSTOMER SERVICE AND SERVICES THAT YOU REQUEST FROM US.
- WHEN YOU CONSENT, TO PROVIDE YOU WITH INFORMATION ABOUT GOODS AND SERVICES THAT ARE SIMILAR TO THOSE YOU HAVE ALREADY PURCHASED OR INQUIRED ABOUT.

MARKETING ACTIVITIES

WE CURRENTLY DO NOT MARKET OUR SERVICES IN ANYWAY, THE ONLY COMMUNICATION BETWEEN OURSELVES AND OUR CLIENTS WOULD BE CLASSED AS A "CONVERSATION" HOWEVER IF THIS CHANGES THE FOLLOWING POLICY WILL BE IN FORCE. MARKETING ACTIVITIES

IF YOU CONSENT TO IT, WE WILL USE YOUR INFORMATION TO SEND YOU OUR LATEST MARKETING COMMUNICATIONS. THIS WILL INVOLVE YOU BEING ADDED TO OUR MAILING LIST WHERE YOU WILL RECEIVE OUR NEWSLETTER AND ANY PROMOTIONAL MATERIAL.

IT MUST BE NOTED THAT IF YOU HAVE MADE AN INQUIRY ONLINE, YOU ARE NOT AUTOMATICALLY ADDED TO OUR MARKETING DATABASE AND WILL NOT BE SENT UNSOLICITED EMAIL MARKETING WITHOUT FIRST BEING ASKED AND OPTING IN. YOU ARE ABLE TO EASILY UN-SUBSCRIBE AND OPT-OUT AT ANY TIME.

WILL FIRST IN RETAIL LTD T/A STUDIO488 SHARE MY DATA WITH ANYONE ELSE?

FIRST IN RETAIL LTD T/A STUDIO488 DOES NOT SELL OR SHARE YOUR INFORMATION TO ANY THIRD PARTIES. WHEN AN ENQUIRY FORM IS SUBMITTED THROUGH OUR WEBSITE, IT IS SENT TO A FIRST IN RETAIL LTD T/A STUDIO488 E-MAIL ADDRESS.

ACCESS TO INFORMATION

AT YOUR REQUEST, FIRST IN RETAIL LTD T/A STUDIO488 CAN CONFIRM WHAT INFORMATION WE HOLD ABOUT YOU AND HOW IT IS PROCESSED. IF FIRST IN RETAIL LTD T/A STUDIO488 DOES HOLD PERSONAL

DATA ABOUT YOU, YOU CAN REQUEST THE FOLLOWING INFORMATION:

- IDENTITY AND THE CONTACT DETAILS OF THE PERSON OR ORGANIZATION THAT HAS DETERMINED HOW AND WHY TO PROCESS YOUR DATA.
- THE PURPOSE OF PROCESSING AS WELL AS THE LEGAL BASIS OF PROCESSING.
- IF THE PROCESSING IS BASED ON THE LEGITIMATE INTERESTS OF FIRST IN RETAIL LTD T/A STUDIO488 OR A THIRD PARTY, INFORMATION ABOUT THOSE INTERESTS.
- THE CATEGORIES OF PERSONAL DATA COLLECTED, STORED AND PROCESSED.
- HOW LONG THE DATA WILL BE STORED.
- DETAILS OF YOUR RIGHTS TO CORRECT, ERASE, RESTRICT OR OBJECT TO SUCH PROCESSING.
- INFORMATION ABOUT YOUR RIGHT TO WITHDRAW CONSENT AT ANY TIME.
- HOW TO LODGE A COMPLAINT WITH THE SUPERVISORY AUTHORITY.
- THE SOURCE OF PERSONAL DATA IF IT WAS NOT'T COLLECTED DIRECTLY FROM YOU.

ANY REQUEST FOR INFORMATION MUST BE ACCOMPANIED BY A VALID FORM OF IDENTIFICATION, SUCH AS:

- PASSPORT
- DRIVING LICENSE

IF YOU WISH TO ACCESS ANY DETAILS WE HOLD ABOUT YOU, PLEASE CONTACT [INFO@STUDIO488.CO.UK](mailto:INFO@STUDIO488.CO.UK)

#### COOKIES

THIS WEBSITE USES TRACKING SOFTWARE TO MONITOR ITS VISITORS TO BETTER UNDERSTAND HOW THEY USE IT. THIS SOFTWARE IS PROVIDED BY GOOGLE ANALYTICS WHICH USES COOKIES TO TRACK VISITOR USAGE

#### USAGE

ALTHOUGH THIS WEBSITE ONLY LOOKS TO INCLUDE QUALITY, SAFE AND RELEVANT EXTERNAL LINKS, USERS ARE ADVISED ADOPT A POLICY OF CAUTION BEFORE CLICKING ANY EXTERNAL WEB LINKS MENTIONED THROUGHOUT THIS WEBSITE. (EXTERNAL LINKS ARE CLICK-ABLE TEXT / BANNER / IMAGE LINKS TO OTHER WEBSITES)

THE OWNERS OF THIS WEBSITE CANNOT GUARANTEE OR VERIFY THE CONTENTS OF ANY EXTERNALLY LINKED WEBSITE DESPITE THEIR BEST EFFORTS. USERS SHOULD THEREFORE NOTE THEY CLICK ON EXTERNAL LINKS AT THEIR OWN RISK AND THIS WEBSITE AND ITS OWNERS CANNOT BE HELD LIABLE FOR ANY DAMAGES OR IMPLICATIONS CAUSED BY VISITING ANY EXTERNAL LINKS MENTIONED.

COMMUNICATION, ENGAGEMENT AND ACTIONS TAKEN THROUGH EXTERNAL SOCIAL MEDIA PLATFORMS THAT THIS WEBSITE AND ITS OWNERS PARTICIPATE ON ARE CUSTOM TO THE TERMS AND CONDITIONS AS WELL AS THE PRIVACY POLICIES HELD WITH EACH SOCIAL MEDIA PLATFORM RESPECTIVELY.

USERS ARE ADVISED TO USE SOCIAL MEDIA PLATFORMS WISELY AND COMMUNICATE / ENGAGE UPON THEM WITH DUE CARE AND CAUTION IN REGARD TO THEIR OWN PRIVACY AND PERSONAL DETAILS. THIS WEBSITE NOR ITS OWNERS WILL EVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA PLATFORMS AND ENCOURAGE USERS WISHING TO DISCUSS SENSITIVE DETAILS TO CONTACT THEM THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.

THIS WEBSITE MAY USE SOCIAL SHARING BUTTONS WHICH HELP SHARE WEB CONTENT DIRECTLY FROM WEB PAGES TO THE SOCIAL MEDIA PLATFORM IN QUESTION. USERS ARE ADVISED BEFORE USING SUCH SOCIAL SHARING BUTTONS THAT THEY DO SO AT THEIR OWN DISCRETION AND NOTE THAT THE SOCIAL MEDIA PLATFORM MAY TRACK AND SAVE YOUR REQUEST TO SHARE A WEB PAGE RESPECTIVELY THROUGH YOUR SOCIAL MEDIA PLATFORM ACCOUNT.

THIS WEBSITE AND ITS OWNERS THROUGH THEIR SOCIAL MEDIA PLATFORM ACCOUNTS MAY SHARE WEB LINKS TO RELEVANT WEB PAGES. BY DEFAULT SOME SOCIAL MEDIA PLATFORMS SHORTEN LENGTHY URLS.

USERS ARE ADVISED TO TAKE CAUTION AND GOOD JUDGMENT BEFORE CLICKING ANY SHORTENED URLS PUBLISHED ON SOCIAL MEDIA PLATFORMS BY THIS WEBSITE AND ITS OWNERS. DESPITE THE BEST

EFFORTS TO ENSURE ONLY GENUINE URLS ARE PUBLISHED MANY SOCIAL MEDIA PLATFORMS ARE PRONE TO SPAM AND HACKING AND THEREFORE THIS WEBSITE AND ITS OWNERS CANNOT BE HELD LIABLE FOR ANY DAMAGES OR IMPLICATIONS CAUSED BY VISITING ANY SHORTENED LINKS.

CHANGES TO OUR PRIVACY POLICY

ANY FUTURE CHANGES WE MAKE TO OUR PRIVACY POLICY WILL BE UPDATED ON THIS PAGE.

## Studio Hire/Day Rate Hires

The following terms apply to all rental agreements between First in Retail Ltd trading as Studio488 and the Hirer/s of First in Retail Ltd trading as Studio488. They cannot be reworded without the prior written consent of First in Retail Ltd trading as Studio488. The terms and conditions herewith shall be governed by English Law. By entering any rental agreement, you agree to abide by these terms and conditions under the contractual law of the English Courts.

**DEFINITIONS:** THE 'HIRER' OR 'HIRERS' MEANS: 'THE CLIENT AND ANY ASSOCIATED PERSONS PRESENT ON THE DAY/S OF HIRE INCLUDING PERSONS OR COMPANIES EMPLOYED BY THE HIRER'. 'STUDIO HIRE' MEANS: 'THE RENTAL AND USE OF STUDIO488 PREMISES AND OR SERVICES FOR A CONTRACTUALLY SPECIFIED TIME AND DATE FOR THE BUSINESS OF PHOTOGRAPHY, FILMING OR RELATED ACTIVITIES, OR PRIVATE EVENT RELATED HIRE. 'THE CLIENT' MEANS: 'THE INDIVIDUAL, GROUP OF INDIVIDUALS OR ENTITIES WHICH HAVE ENTERED INTO THIS HIRE AGREEMENT WITH STUDIO488.

**DAMAGES:** THE HIRER IS LIABLE FOR ANY DAMAGE MADE TO THE FABRIC OR THE BUILDING, FIXTURES, FITTINGS, FURNITURE, WALLS (PAINTING) OR APPLIANCES THEREIN OR EQUIPMENT HIRED THROUGHOUT THE DURATION OF THE BOOKING. THE VALUE OF CHARGES FOR DAMAGE WILL BE SET TO COVER THE FULL COST OF REPAIR OR REPLACEMENT OF SUCH ITEMS AS APPROPRIATE.

**BOOKINGS:** ALL BOOKINGS WILL BE CONFIRMED IN WRITING AND SIGNED BY AN AUTHORISED PERSON ACTING ON BEHALF OF THE HIRER PRIOR TO THE RENTAL TAKING PLACE, THIS CAN BE IN THE FORM OF A REPLY EMAIL CONFIRMING BOOKING. STUDIO488 RESERVES THE RIGHT TO REFUSE TO ACCEPT ANY BOOKING. STUDIO488 RESERVES THE RIGHT TO HALT ANY ACTIVITY IT CONSIDERS TO BE OTHER THAN THAT FOR WHICH THE PREMISES ARE INTENDED.

**CAPACITY:** A MAXIMUM OF 8 OCCUPANTS MAY BE IN EACH STUDIO. REQUESTS FOR ADDITIONAL OCCUPANTS MAY BE APPROVED AT STUDIO488 DISCRETION.

WHERE DISTINCTIONS BETWEEN PROPERTY HIRE RATES OCCUR, THE HIRER IS RESPONSIBLE FOR GIVING ACCURATE INFORMATION TOWARDS THE TYPE OF USAGE WHEN AGREEING THESE RATES SO THAT THE CORRECT RATES CAN BE APPLIED TO THE PROPERTY HIRE CHARGES. STUDIO488 RESERVES THE RIGHT TO CHANGE THESE CHARGES SHOULD IT DEEM FIT IF INFORMATION GIVEN BY THE HIRER IS INACCURATE REGARDING SUCH USAGE.

**SHOOT/EVENT RELATED PROPERTY, DELIVERY, AND COLLECTIONS:** STUDIO488 CAN ACCEPT DELIVERIES AND COLLECTIONS OF THE HIRERS PROPERTY SUCH AS PROPS, EQUIPMENT, PRODUCTS ETC, UP TO ONE WORKING DAY BEFORE. AFTER THE SHOOTING DAY/S STUDIO488 RESERVE THE RIGHT TO CHARGE A STORAGE FEE FOR ANY ITEMS LEFT ON THE PREMISES THIS IS IN ADDITIONAL TO THE DAILY RENTAL CHARGES. THE HIRER MUST ENSURE THAT ALL SUCH ITEMS ARE INSURED. NO HIRER RELATED ITEMS HELD OR STORED ON STUDIO488 PREMISES WILL BE COVERED BY ANY INSURANCE HELD BY STUDIO488. STUDIO488 RESERVES THE RIGHT TO DISPOSE OF ANY ITEM LEFT ON THE PREMISES AFTER 14 DAYS FROM THE END OF THE HIRE PERIOD AND CHARGE FOR THIS DISPOSAL IF NECESSARY, THIS IS IN ADDITIONAL TO THE STORAGE CHARGES.

**PARKING:** STUDIO488 PROVIDE NO PARKING, ALL PARKING AT THE STUDIO IS ON PUBLIC ROADS.

**CONTENT/NDA:** ALL CONTENT INCLUDING IMAGERY MOVING AND STILL CAPTURED BY NONE STUDIO STAFF SHOT ON THE STUDIO488 PREMISES IS THE PROPERTY OF FIRST IN RETAIL LTD, BY ENTERING THE STUDIO YOU AGREE TO THE NONE DISCLOSURE AGREEMENT SET OUT WHEN SIGNING INTO THE STUDIO.

**OVERTIME:** STANDARD OPENING TIMES ARE 9AM TO 5PM. OVERTIME CHARGES WILL APPLY IF THE PROPERTY IS OCCUPIED BEYOND THESE HOURS AT A RATE OF £30 PER 15MINS FOR ARRANGED OVERTIME AND £25 FOR UNARRANGED OVERTIME.

**CANCELLATIONS:** CONFIRMED BOOKINGS CAN BE CANCELLED AT ANY TIME HOWEVER WE DO NOT OFFER ANY FORM OF REFUND, CREDIT OR ALTERNATIVE DATES FOR CANCELLED STUDIO TIME. ONCE A STUDIO DAY HAS BEEN CONFIRMED BY BOTH PARTIES FULL PAYMENT FOR THAT DATE IS REQUIRED. A CONFIRMED BOOKING IS CLASSED AS ANY DATE OR DATES THAT HAVE BEEN REQUESTED BY THE CLIENT AND ACCEPTED BY STUDIO488. STUDIO488 RESERVE THE RIGHT TO CHARGE ANY AMOUNT UP TO THE FULL AMOUNT DEPENDING ON INDIVIDUAL CIRCUMSTANCES FOR CANCELLED STUDIO DAYS.

**CLEANING FEE:** STUDIO488 ARE RESPONSIBLE FOR CLEANING THE STUDIO HOWEVER IN THE EVENT THAT THERE HAS BEEN A CLEAR AND DELIBERATE MISUSE OF THE STUDIO WHICH RESULTS IN PROFESSIONAL CLEANING AND OR EXCESS TIME REQUIRED TO COVER MORE EXTENSIVE CLEANING THEN A CHARGE OF £50 PER HOUR WILL BE PAYABLE.

**PERSONAL PROPERTY/EQUIPMENT:** STUDIO488 CANNOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO ANY EQUIPMENT OR PERSONAL PROPERTY OF THE HIRER. NO HIRER RELATED PROPERTY WILL BE COVERED BY ANY INSURANCE OF STUDIO488.

**RISK AND LIABILITY:** THE USE STUDIO488 PREMISES AND EQUIPMENT IS ENTIRELY AT THE HIRER'S RISK. THE HIRER HEREBY AGREES THAT STUDIO488 WILL NOT BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, INJURY OR LOSS TO THE HIRER, HIS OR HER PARTY OR POSSESSIONS WHILST ON THE PREMISES. STUDIO488 CANNOT ACCEPT LIABILITY FOR LOSS OR DAMAGE (INCLUDING LOSS OF EARNINGS) INCURRED TO THE HIRER BY CIRCUMSTANCES THAT ARE OUT OF THE REASONABLE CONTROL OF STUDIO488, INCLUDING (BUT NOT LIMITED TO) POWER CUTS, FIRE, FLOOD, CIVIL DISTURBANCE OR INDUSTRIAL ACTION.

**INSURANCE:** IT IS THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT ALL PERSONS EMPLOYED BY THEM TO PARTICIPATE IN THE SHOOT ARE FULLY INSURED TO AT LEAST 5 (FIVE) MILLION POUNDS. IF STUDIO488 REQUIRE PROOF THEN THE HIRER IS RESPONSIBLE TO PROVIDE THIS EVIDENCE, STUDIO488 RESERVE THE RIGHT TO HOLD OR CANCEL A SHOOT UNTIL THE APPROPRIATE DOCUMENTS.

**HEALTH AND SAFETY:** STUDIO488 OPERATE A STRICT HEALTH AND SAFETY POLICY, IT IS THE HIRERS RESPONSIBILITY TO ABIDE BY ALL HEALTH AND SAFETY REQUESTS BE THEY WRITTEN OR VERBAL AT ALL TIMES, STUDIO488 CANNOT ACCEPT ANY RESPONSIBILITY FOR HEALTH AND SAFETY INCIDENTS WHICH ARISES OUT OF NEGLIGENCE ON THE HIRERS BEHALF.

**FOOD:** ANY ITEM CONSUMED ON THE PREMISES THAT HAVE NOT BEEN BROUGHT IN BY THE PERSON CONSUMING THEM IS AT THEIR OWN RISK, STUDIO488 TAKES NO ACTION TO CHECK DIETARY REQUIREMENTS OR TAKE AN ACTIVE ROLE IN ENSURING PEOPLE ARE EATING SAFELY, THIS IS ENTIRELY THE RESPONSIBILITY OF THE INDIVIDUALS IN THE STUDIO. ALL GUARDIANS OF PEOPLE UNDER 18 ARE SOLELY RESPONSIBLE FOR THE PERSON IN THEIR CARE.

**GRADIAN/CHAPERONE:** PERSONS UNDER THE AGE OF 18 (EIGHTEEN) MUST BE ALWAYS ACCOMPANIED BY A GUARDIAN/CHAPERONE, IN THE RARE EVENT THAT A PERSON UNDER EIGHTEEN IS LEFT IN THE STUDIO WITHOUT A GUARDIAN/CHAPERONE, IT IS THE HIRERS RESPONSIBILITY TO TAKE LEGAL OWNERSHIP OF THAT PERSON, THE HIRER MUST ENSURE ALL LICENCES AND LEGAL CHANNELS HAVE BEEN FULFILLED. IF STUDIO488 FEEL THAT THIS HAS NOT BEEN DONE, THEN STUDIO488 RESERVE THE RIGHT TO STOP/CANCEL THE SHOOT UNTIL REMEDIAL ACTION IS CARRIED OUT. BOLTON COUNCIL HAVE STRICT RULES ON HOW A GUARDIAN/CHAPERONE PLEASE VISIT [HTTPS://WWW.BOLTON.GOV.UK/EMPLOYING-CHILDREN/CHILD-EMPLOYMENT/4](https://www.bolton.gov.uk/employing-children/child-employment/4)

**MODELS:** THE HIRER IS RESPONSIBLE FOR ALL MODEL CONTRACTS AND USAGE RIGHTS.

**SECURITY:** STUDIO488 OPERATE AN EXTENSIVE SECURITY SYSTEM INCLUDING MONITORED FIRE ALARMS, PERSONAL ATTACK SYSTEMS AS WELL AS CCTV. CCTV IS INTERNAL AND EXTERNAL AND IS PRESENT IN PUBLIC AREAS ONLY, WE DO NOT OPERATE ANY CCTV IN AREAS WHICH COULD BE CLASSED AS PRIVATE, SUCH AS TOILETS OR CHANGING ROOMS, OUR POLICY ON CCTV IS TO PREVENT/RECORD CRIME AND DOCUMENT ANY HEALTH AND SAFETY INCIDENTS, IMAGERY IS KEPT FOR AS SHORT A PERIOD AS POSSIBLE USUALLY SEVEN DAYS.