

# 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 addition 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 addition 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 request be they written or verbal at all times, studio488 cannot accept any responsibility for health and safety incidents which arises out of negligent 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.

guardian/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>

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.