

## **SUNSTUDIOS – Terms and Conditions of Studio and Equipment Hire**

The following sets out the terms and conditions (**Terms**) of the Canon Australia Pty Ltd T/A SUNSTUDIOS (ABN 66 005 002 951) studio and equipment hire services. These Terms together with any other terms and conditions specified in an Estimate, and any other documents incorporated by these Terms, form part of the contract between You and SUNSTUDIOS when you hire a Studio or Equipment or both from SUNSTUDIOS.

### **Definitions**

1) In these Terms the following definitions apply:

“Business Day” means Monday – Friday excluding public holidays.

“Equipment” means the equipment specified in a Hire Contract.

“Estimate” means any estimate we send You setting out the fees applicable for Your booking request.

“Identification Schedule” means the schedule (as updated from time to time) setting out the forms of identification and information that may be required for Us to carry out background or identity checks or both prior to renting You Equipment. This is available from Our website or upon request.

“Hire Contract” means the final confirmation We send You attaching and incorporating any agreed Estimate.

“House Rules” means Our house rules for the studios that We advise from time to time;

“Hire Period” means from the time You (or an Authorised Person) collects Equipment or occupies a Studio (as applicable) until the end of the period specified in the applicable Hire Contract.

“Personnel” means the officers, employees, agents or contractors of a party.

“Premises” means either SUNSTUDIOS in Sydney or SUNSTUDIOS in Melbourne (as applicable).

“Standard Rates” are Our standard rates for studio and equipment hire, available from Our website or upon request.

“Studio” means any photographic/film space You hire at either SUNSTUDIOS Sydney or SUNSTUDIOS Melbourne.

“SUNSTUDIOS”, “We” “Our” or “Us” means Canon Australia Pty Limited T/A Sunstudios (ABN 66 005 002 951);

“You” or “Your” means the person or entity entering into the agreement to hire a Studio or Equipment or both from Us.

“Your Property” means any property that You, Your Personnel or guests bring onto the Premises or into a Studio and includes any Equipment.

### **Eligibility requirements and proof of identification**

2) If You are an individual or sole trader You:

(a) warrant that You are at least 18 years of age;

(b) must supply Us with a current ABN (if applicable, Your address, contact number and an email;

(b) agree that SUNSTUDIOS may undertake background and/or identification checks prior to Renting equipment to You including searches under the Document Verification Service provided by government (DVS). For these purposes, You must provide the information and identification described the Identification Schedule.

3) If You are another entity, You must supply a current ABN, registered address, contact number and an email.

- 4) You may be required to provide Us with a valid, current credit card prior to Us hiring a Studio or Equipment to You. You agree that SUNSTUDIOS may take a photocopy of Your credit card. SUNSTUDIOS reserves the right to charge Your credit card and/or invoice You to recover any amount owed by You in accordance with these Terms.

### **Making a Booking**

- 5) These Terms govern all hire of Studios and Equipment from SUNSTUDIOS. Each hire request We receive constitutes a separate offer to hire studios or equipment or both. An offer is only accepted when SUNSTUDIOS supplies You with a corresponding Hire Contract and the resulting agreement incorporates these Terms.
- 6) SUNSTUDIOS may choose at any time, in its sole discretion, not to hire out equipment or studios to You. Equipment and studios are subject to availability.
- 7) SUNSTUDIOS may issue You with an Estimate based on Your requirements and a provisional hold will be placed on Your requested Studio or Equipment (or both) awaiting Your confirmation. At any time while You have a provisional hold on a Studio or Equipment We may issue You with a "push to confirm". From that time, You have 24 hours to confirm Your booking. SUNSTUDIOS may cancel Your booking and release it to another customer if You do not confirm Your booking during this 24 hour period. Once You confirm an open booking, We will send You a Hire Contract.
- 8) Requests for set build services or cyc painting must be received by Us in writing at least 3 business days (Monday-Friday excluding public holidays) prior to the commencement of a shoot.

### **Fees and Payment**

- 9) The fees payable are specified in the Hire Contract. Fees can be paid with cash, credit card or EFTPOS. Payments with American Express will attract a 2% surcharge. First time hirers may be required to pay with a credit card.

- 10) Additional fees may be incurred if You take longer than Your specified hours in a Studio, return Equipment late, or if You request an early start, catering, courier services, painting, set build or any other services not already specified in the Hire Contract.

- 11) Following a shoot, We will issue You with an invoice for all additional fees you incurred (less any fees paid up front or already charged to an approved account).

- 12) We may, in our sole discretion, require prepayment of Your fees in order to confirm your booking. Otherwise, You are required to pay all fees specified in the Hire Contract before occupying the Studio or taking any Equipment except where You have placed Your fees on an approved account. If You occupy a Studio or take any Equipment and Your standard fees have not yet been settled, We reserve the right to charge Your credit card.

- 13) In addition to Your fees, SUNSTUDIOS, in its sole discretion, reserves the right to charge a deposit for equipment hire that is refundable upon the safe return of any Equipment.

- 14) Without limiting any other clause in these Terms, if you do not pay any invoice by the due date, we reserve the right to:
  - (a) charge your credit card for all amounts outstanding;
  - (b) charge a reasonable administrative fee for Our processing and pursuit of late payments; and/or
  - (c) charge You interest on the unpaid amount at a rate per annum which is 5% above the current 90 day AFMA Bank Bill Swap Rate calculated daily.

### **Authorised Person**

- 15) You may specify to Us an authorised person/s (Authorised Person) who is approved by You to collect Equipment or take occupation of a Studio.

- 16) Only You or an Authorised Person is permitted to collect Equipment or take Occupation of a Studio. Authorised Persons may be required to present photo ID and sign at the time of collection and/or occupation.

## Cancellation Policy

- 17) If You wish to cancel a confirmed booking, the following cancellation fees may apply:
  - (a) For cancellations within 1 Business Day of the commencement of Your booking: 75% of Your confirmed fees;
  - (b) For cancellations within 2 Business Days of the commencement of Your booking: 50% of Your confirmed fees; and
  - (c) For all other cancellations: 25% of Your confirmed booking fees. **(Cancellation Fees).**
- 18) If You cancel a confirmed booking, We may agree (in Our sole discretion) to waive the Cancellation Fees if We are able to fully rebook the Studio or Equipment or both (as applicable). In the case of a studio booking, we may instead charge a \$300 fee to cover Our reasonable administrative expenses.

## Your Obligations

- 19) You must make Your own assessments regarding the fitness of the Equipment, the Studio, the Premises (as applicable) and SUNSTUDIOS for Your particular purposes.
- 20) When hiring a Studio, You warrant that You have read and will comply with, and will ensure that each of Your Personnel and guests attending the Premises reads and complies with, the House Rules. If at any time in our sole discretion We believe that You or Your Personnel or guests are being unsafe, We reserve the right to require You or Your Personnel or guests to cease the activity which we consider is unsafe, or to require that You or Your Personnel leave the Premises.
- 21) With the exception of any of our Equipment, You must ensure that any equipment You bring to the Premises is safe to use.
- 22) You must ensure that You and Your Personnel are suitably qualified to operate Our Equipment and any other equipment You use at SUNSTUDIOS.
- 23) You acknowledge that Our Equipment is for professional use and is highly technical. You warrant that You understand, and where applicable will ensure that any of Your personnel who

may use the Equipment understand, how to use and operate the Equipment in accordance with the manufacturer's directions. If You are not confident operating any Equipment, SUNSTUDIOS recommends that You use a qualified assistant.

- 24) Equipment must be returned to the equipment room at the same SUNSTUDIOS office where it was collected and must be left in the care of Our representatives. Risk in the Equipment is assumed by You from the time You (or an Authorised Person) takes possession of the Equipment until it is returned to SUNSTUDIOS in accordance with this clause. This clause applies to all equipment rented from SUNSTUDIOS including equipment rented for use in the studios.
- 25) Equipment must not be taken outside Australia without Our prior written consent.

## Cleaning, Damage and Late Equipment

- 26) You must vacate the Studio and/or return all Equipment (as applicable) by the end of the Hire Period in the same condition as it was provided (reasonable wear and tear excepted).
- 27) Studio hire includes a standard clean (up to one hour carried out by Our reset team).
- 28) If You leave the Studio or return Equipment in an excessively dirty condition (as determined by Us in our sole discretion), You must pay for the reasonable costs of cleaning. Without limitation, Studios left with foreign substances such as makeup spills, food, glitter or confetti or Equipment covered in mud may incur additional fees.
- 29) You must take care not to damage or mark the Studio including but not limited to the walls, floors, flats or the cyc. If you intend on painting, or affixing coverings to the walls, floors, flats or the cyc, you must notify Our staff and follow their instructions. You may not paint the cyc or flats yourself. We provide a painting service for a fee. If you fail to comply with this clause, the cost of reasonable repair will be charged to you including without limitation, the cost of resurfacing, painting,

and sealing the surfaces or replacing them as required.

- 30) Without limiting clauses 28) and 29) above, You are responsible for, and must pay for all loss or damage caused to the Studio, the Premises or to any Equipment by You or Your Personnel or guests (reasonable wear and tear excepted). We reserve the right to charge Your credit card and/or invoice You to recover Our costs of assessment, repair and/or restoration in accordance with these Terms.
- 31) You are responsible for the acts and omissions of Your Personnel and guests while they are on the Premises and will ensure that they comply with these Terms.
- 32) If You do not return Equipment to Us before it is due, without limiting any other rights We may have, We may continue to charge You at the Standard Rates for the Equipment until it is returned. If You do not return the Equipment within a reasonable time, we may declare it lost and you must pay the replacement value at that time and any rental amounts already owed. The replacement value is our cost of replacing the item with the same or a similar model.
- 33) Where SUNSTUDIOS arranges to send Equipment to You, You will pay all transportation costs including (where applicable) carnet costs, which may arise. You agree that We are not responsible for the timing of the delivery, or any costs arising in relation to a late or failed delivery.
- 34) You acknowledges that some Equipment may be owned by a third party. Without limiting any other clause in these Terms, You will indemnify and hold Us harmless for all losses, liabilities, damages, costs, or claims (including legal fees) which SUNSTUDIOS may suffer as a result of damage to, or loss of, the Equipment while it under hire to You.

#### **Conditions Applicable to Flash Packs**

- 35) When using flash packs not plugged into mains power, You agree to only use these with an 'inverter' generator We approve. You acknowledge that flash packs used on non-approved generators can explode which may result in property damage

and/or injury. Without limiting any other clause in these Terms, if You use a non-approved generator, You are entirely liable for all injury, damage, losses and costs of repair which may arise.

#### **Equipment not working within published specifications**

- 36) Subject to applicable law and clause 30), if during the hire period, the Equipment does not operate within its published specifications, or a Studio cannot be used for any reason beyond our reasonable control, We may supply You with substitute Equipment or provide You with another Studio. If no substitute is available, You may terminate the hire agreement and We will refund You the fees, or relevant portion thereof.
- 37) You must not attempt to repair or authorise a third party to attempt to repair any Equipment.

#### **Your Property**

- 38) We take care to supervise the Premises but due to high traffic, we cannot be responsible for Your Property. You must take responsibility for all Your Property on the Premises and make appropriate arrangements to ensure it is secure. If You leave Your Property unattended, You do so at Your own risk. To the fullest extent permitted by law, We exclude liability for loss or theft of, or damage to, Your property, except to the extent such loss, theft or damage is caused by Our willful misconduct.
- 39) While You may choose to have Your Property delivered to SUNSTUDIOS and stored in the loading dock in advance of a shoot, We recommend that any valuable property is not delivered until You have Personnel on site to accept it. Except for damage or loss caused by the willful misconduct of SUNSTUDIOS or its Personnel, property left unattended in the loading dock is at Your own risk.

- 40) Any electrical equipment You bring onto the Premises must be tested for electrical safety and have a current (i.e. tested within the last 12 months) electrical safety test tag affixed in accordance with AS/NZS 3760:2010.

### **No interest**

- 41) We grant you a licence only to use and occupy the space and the facilities at the Premises, and use the Equipment (as applicable) for the Hire Period. You must not create any lien, mortgage, charge, security interest or encumbrance on the Studio, the Premises or the Equipment. You must not sub-hire or assign any benefit in the Studio, the Premises or the Equipment to any other party.

### **Location release**

- 42) Subject to clause 44), We permit You to use the area of the Premises referred to in your Booking Confirmation (**the Location**) to carry out filming and photography.
- 43) Except where otherwise agreed in writing and subject to clause 44, We acknowledge that:
- a) You or Your contractors hold all right, title and interest in, and to, all recordings made at the Location during the Hire Period; and
  - b) You or your contractors have the unrestricted right to assign, license and or exploit any such recordings without Our further consent and without any additional payment to Us.
- 44) You agree that you may not record:
- (a) any third-party images that may be on display at the Premises;
  - (b) any internal part of the SUNSTUDIOS Sydney atrium; or
  - (c) any SUNSTUDIOS signage;
- without obtaining Our prior written consent.

### **Privacy**

- 45) SUNSTUDIOS collects personal information in order to provide the Equipment in accordance with these Terms. SUNSTUDIOS may disclose such personal information to third party service providers such as technology providers, for this purpose. You consent to such uses and disclosures.

- 46) SUNSTUDIOS otherwise treats personal information it collects in accordance with its privacy policy available on its website.

### **Termination by SUNSTUDIOS**

- 47) We may terminate any hire agreement immediately without incurring any liability to You where:
- (a) You are in material breach of any of these Terms; or
  - (b) We are unable to provide the Studio or Equipment to You for occurrences or conditions that are not within Our reasonable control.

### **Limitation of Liability**

- 48) Nothing in these Terms purports to limit any implied warranties under any Australian law that cannot be limited, including the Consumer Guarantees under the Australian Consumer Law.
- 49) To the fullest extent permitted by law, clauses 36) and 48) states the full extent of SUNSTUDIOS' potential liability You in respect of studio hire and use of the Equipment. All other potential liabilities are expressly excluded.

### **Insurance**

- 50) SUNSTUDIOS recommends that the Renter obtains sufficient insurance to cover its potential liabilities under these Terms and Conditions.
- 51) SUNSTUDIOS requires that if You are hiring a studio, You have public liability insurance to a minimum level of \$5million per occurrence.

### **General**

- 52) If any provision of these Terms is unenforceable for any reason, such provision shall be severed from these Terms and the remaining Terms and will remain in full force and effect.

53) These Terms are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.