

# Cool Cool Studio Terms & Conditions

By sending a booking request, you accept the studio hire terms & conditions when your booking is confirmed.

## **1. Booking Confirmation and Payment Terms**

Invoice will be sent as soon as possible from the booking request. The booking is considered as confirmed after Cool Cool Studio receives cleared full balance payment. Clients must make a full balance payment 48 hours before booking start time, failure to do so will result in termination of scheduled shoot without notice.

All studio hire fees, overtime charges, and any additional costs incurred on the day of hire are payable on the same day. Any invoice not paid by the stated due date will be considered overdue.

If an invoice remains unpaid for 30 days after the due date, the account may be referred to a debt collection agency without further notice. The client is liable for all costs associated with debt recovery, including agency fees and any legal expenses incurred.

Accounts referred to debt collection will result in the client being permanently banned from future use of the studio.

## **2. Booking Times & Access**

Access code will start working at your confirmed booking time and it will stop at your confirmed finishing time. Access code is received no more than 24 hours and no less than 2 hours before booking time. Do not share your code with anyone.

## **3. Set Up and Pack Down, Cleaning & Paint Fee**

Clients must include set up and take down /clean up time with the hours booked, to avoid overtime charges.

Overtime is \$90 inc. GST per hour, starting from 10 minutes over booked hours. Studio must be left in a reasonable state with all furniture and items at their original places, trash in bins, floors swept and any spills wiped at the end of clients booking to avoid additional cleaning charges.

Additional cleaning charges will be quoted based on the cleaning required. Floor/wall repaint fee \$250.

#### **4. Event Bookings**

The studio's standard day rates apply only to photography, film, and other production-related activities.

Use of the studio for events (including but not limited to parties, launches, gatherings, or functions) is subject to a separate event hire rate. Any attempt to book an event under the regular day rate will be considered a breach of these terms, and the booking will be terminated immediately without refund.

#### **5. Minors, Health & Safety**

Clients must ensure that all minors under the age of 18 are always accompanied by a chaperone. Minors must have parent's or guardian's permission to be at our premises, and/or to be photographed or filmed as relevant.

Client agrees to be solely responsible for the conduct and welfare of all persons accompanying the client while on our premises. Clients are solely responsible for the safety and well-being of any models client engages. Client understands that if Cool Cool Studio staff observes dangerous, pornographic, or negligent practices or activities are being engaged in Cool Cool Studio reserves the right to stop the shoot and require the client to leave immediately — HOWEVER, Cool Cool Studio assumes NO RESPONSIBILITY to act in such cases.

#### **6. Use of equipment**

If your booking comes with lighting or other equipment, all equipment must be taken down and packed in their cases/bags at the end of the booking in the original condition or as per agreed with the staff before booking. The client is liable for repair or replacement cost for any missing or damaged equipment Cool Cool Rentals or Topic Rentals. The client automatically agrees to Topic Rental Ts&Cs if they have hired any of their rental gear through Cool Cool Studio.

Cool Cool Studio does not set up any rented gear including but not limited to lighting or backdrops. Client is responsible of the gear set up and pack down.

Clients may not without the written consent of Cool Cool Studio; remove the equipment or items from the studio premises; modify or alter or tamper with the equipment in any way; use the equipment in a manner not recommended by the manufacturer; nor allow the equipment to be used by an untrained or unauthorized personnel.

Any required equipment, prop or studio booking add-ons must be requested and added to the booking in advance to ensure availability. We cannot guarantee the availability of any equipment or prop where it has not been specifically requested, confirmed and added to your booking.

## **7. Breakages, losses and damages & studio rules**

Clients are responsible for any breakages, losses or damages caused to the premises or equipment by the client, or any other person(s) during booking time.

All equipment used is at the risk of the client and Cool Cool Studio shall not be liable to the client for any loss, damage, expense, or for any consequential loss (including loss of profit) arising out of or in connection with; any damage to or loss of property by the client or third party; any breakdown, stoppage or failure of the facilities/equipment provided by Cool Cool Studio. Cool Cool Studio accepts no liability for any loss or damage to clients' equipment left on the premises during or after bookings, including overnight storage. This includes, but is not limited to, damage or loss resulting from weather events, power outages, or theft.

Alterations or an addition to our premises or equipment is not permitted without prior consent.

Clients must check any equipment provided and must notify Cool Cool Studio at the time of supply if equipment is damaged or if the condition of the equipment is not acceptable. The client is responsible for any breakages or damage if Cool Cool Studio was not notified at the time of supply. The client 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 client agrees to indemnify Cool Cool Studio against any costs including legal costs, damages, payments, fines, or interests Cool Cool Studio may incur as a result of the client breaching this agreement. The client agrees to pay an insurance excess fee of \$400, or the cost of repairs if the damage is less than \$400, for any damage caused to the contents of the studio.

Studio rules provided must be followed.

## **8. Booking changes and cancellations**

We require full payment at least 48 hours before your booking. If not paid on time, your booking will be considered cancelled and your time slot can be forfeited to others.

Clients can cancel the booking date up to 48 hours or more notice provided (from start of booking).

Clients can change the booking date up to 24 hours before the start of booking.

Cancelling in less than 24 hours will incur a fee of 50% of booking cost.

## **9. Termination**

Cool Cool Studio may terminate any booking or hire contract if the client is found to be in breach of any of the terms and conditions or if the studio becomes unavailable for any unforeseen reason.

## **10. Noise**

Bluetooth speaker is provided and music can be played inside our premises at a moderate and reasonable level. Clients are asked to consider other occupants and neighboring residents when using our facilities.

## **11. Use of background paper roll**

Clients are able to use 1 metre of background paper roll without charge from start of the roll. Each metre ripped or dirtied after this incurs a cut off charge of \$20.00 per metre.

## **12. CCTV**

Cool Cool Studio is permitted to operate and use CCTV systems for the purpose of safety and security. This policy does not authorise the operation or use of CCTV for any other purpose.

In this policy, safety and security purposes

1. the protection of individuals;
2. the protection of Cool Cool Studio property or premises;
3. the confirmation of safe client access and safe client vacation of the property

CCTV Cameras are located by the exterior door both inside and outside. Operation hours will be assessed on a case-by-case basis, ensuring operating hours are limited to times necessary to achieve the purpose of the CCTV recording. Depending on the circumstances, this may include operation on a continuous basis.

CCTV images must only be retained for the minimum time period of 30 days required to achieve the purpose(s) of the CCTV. Images will be automatically overwritten after the minimum period of 30 days determined in accordance with clause. Recorded footage will be housed in a secure location with access only by Cool Cool Studio.

Cool Cool Studio shall provide access to, or copies of, CCTV recordings to the New Zealand Police, provided the release is justified.

Cool Cool Studio will maintain the protection of individual's privacy by:

1. Ensuring CCTV recordings are only collected for the purpose(s) set out in this policy.
2. Ensuring CCTV recordings are only used, stored and disclosed for the purpose(s) for which it was collected, unless one of the limited exceptions apply.

The limited exceptions include where the use or disclosure is necessary to enable a public sector agency (e.g. the Police) to uphold the law (e.g. investigation of an offence), or where the use or disclosure is necessary to prevent or lessen a serious threat to public health and safety or the life or health of an individual.

3. Ensuring CCTV operation hours are limited to times necessary to achieve the purpose of the CCTV recording.

4. Taking reasonable steps to make individuals aware of the recording and the reason of the recording.

5. Complying with Principles 6 and 9 of the Privacy Act relating to access to and retention of information.

### **13. Variations**

These terms and conditions are valid at the time of booking and are subject to change without notice