



UNO STUDIOS - TERMS & CONDITIONS - 26th April 2024

The following sets out the terms and conditions (Terms) of the Ottomy House Pty Ltd Trading as Uno Studios ACN 87 660 501 691 (Uno Studios) photography studio, event space, gallery and equipment hire services. These Terms together with any other terms and conditions specified in any Invoice by us, and any other documents incorporated by these Terms, form part of the contract between You and Uno Studios when You hire the premises or Equipment or both from Uno Studios.

Definitions

1) In these Terms the following definitions apply:

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

“Equipment” means any equipment furniture or fittings located in the Premises and/or Studio or any other equipment specified in our Hire Contract.

“Hire Contract” means the final confirmation we send you outlining the specifics of your hire and/or our invoice, these terms and any other documentation relating to your booking.

“Hire Period” means from the time you (or any authorised person) collect Equipment or occupy the premises (as applicable) until the end of the period specified in the applicable Hire Contract.

“Invoice” means any tax invoice we send you setting out the associated fees relating to your booking.

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

“Premises” means any premises, studio, space allocation provided by Uno Studios or any associated entity, which is offered for hire (as applicable).

“Standard Rates” are our standard rates for studio and equipment hire, available from us upon request.

“Studio Guide” means any rules for use of and applicable to our studios that we may advise from time to time;

“Uno Studios”, “we” “our” or “us” means Ottomy House Pty Ltd Trading as Uno Studios ACN 87 660 501 691.

“You” or “your” means the person or entity entering into the agreement to hire the premises, Equipment, or both from us.

“Your Property” means any property that you, your Personnel, invitees, or guests bring onto the Premises or into the premises 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) if requested, must supply us with appropriate identification and other reasonable details as required by us to establish and verify your identity and contact details;

(c) agree that Uno Studios may undertake background and/or identification checks prior to leasing equipment or premises to you including any Verification of Identity searches.

For these purposes, you must provide the information and identification requested by us.

3) If you are another entity, you must supply a current ABN/ACN, registered address, contact number and email upon request.

4) If you are a registered company, by accepting our terms and conditions, you agree that each and every current officeholder guarantees the performance of the company and guarantees payment of all debts and amounts due to Uno Studios.

5) You may be required to provide us with appropriate security prior to us leasing premises or Equipment to you. You agree that Uno Studios may call upon any such security provided in the event that you fail to pay any amount due and owing to us by the due date.

Making a Booking

6) These terms govern all hire of the Premises and Equipment from Uno Studios. Each hire request we receive constitutes a separate offer to hire the premises or equipment or both. An offer is only accepted when Uno Studios supplies you with a corresponding Booking Confirmation and the resulting agreement incorporates these Terms.

7) Uno Studios may choose at any time, in its sole discretion, not to hire out Equipment or the Premises to you. Equipment and the Premises are subject to availability.

8) Uno Studios may issue you with a written notification, request for a holding deposit or an Invoice based on your requirements in order to provide a provisional hold on any requested Studio, Equipment or the premises awaiting your confirmation. At any time while you have a provisional hold on a Studio, the Premises or Equipment we may request you to confirm and/or pay for your booking in full; electronically or otherwise. From that time, you have 24 hours to confirm your booking. Uno Studios may cancel your booking and release your requested Studio, the Premises and Equipment if you do not confirm your booking during this 24-hour period.

9) For the avoidance of all doubt, no Booking is ever confirmed until a booking confirmation has been sent by Uno Studios and you have agreed to these Terms and any other terms stipulated on our Invoice or the Hire Contract.

Fees and Payment

10) The fees payable are specified in the Hire Contract. Fees can be paid with cash, direct EFT. Credit card, or EFTPOS are available on request; these payments may attract appropriate surcharges.

11) Additional fees may be charged to you if you take longer than your specified hours in the premises, 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.

12) Following your contracted hire, we will issue you with an invoice for all fees you incurred (less any fees paid upfront or already charged to an approved account), Uno Studios reserves the right to provide you with a subsequent additional invoice at any time for any additional fees incurred (including damages & cleaning).

13) We may, in our sole discretion, require prepayment of your Invoice or fees in order to confirm your booking. You are required to pay your Invoice and all fees specified in the Hire Contract before occupying the Premises or taking any Equipment.

14) Uno Studios invoices on 14 business day payment terms. 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 a reasonable administrative fee for your processing and pursuit of late payments; and/or

(b) charge you interest on the unpaid amount at a rate of 15% per annum.

15) By confirming your booking, making payment of a deposit or payment in full of our Fees, you are deemed to have accepted these Terms.

Authorised Person

16) You may specify to us an authorised person/s (Authorised Person) who is approved by you to collect Equipment or take occupation of the premises.

17) Only you or an Authorised Person is permitted to collect Equipment or take occupation of the premises. Authorised Persons may be required to present photo ID and sign at the time of collection and/or occupation.

Cancellation Policy

18) We will happily reschedule your booking (with no penalty) as long as we have received a minimum of 48 hours' notice and are able to provide an appropriate reschedule date (subject to availability).

19) Cancellations of confirmed bookings made less than 1 week prior to the scheduled rental date may incur a cancellation fee of up to the 50% amount of your booking subject to Uno Studios' discretion.

20) Cancellations of confirmed bookings made less than 24 hours prior to the scheduled rental date may incur a cancellation fee of up to the full amount of your booking subject to Uno Studios' discretion.

Your Obligations

21) You must make your own assessments regarding the fitness for use of the Equipment, the Studio, the Premises (as applicable), and Uno Studios for your particular purposes.

22) When hiring any or all of the premises, you warrant that you have read and will comply with, and will ensure that each of your Personnel, guests, and invitees attending the Premises reads and complies with the Studio Guide. If at any time in our sole discretion, we believe that you or your Personnel, guests, or invitees, are being unsafe, we reserve the right to require you or your Personnel, guests, and invitees to cease the activity which we consider unsafe, or to require that you or your Personnel, guests and invitees leave the Premises.

23) With the exception of any of our Equipment, you must ensure that any equipment you bring to the Premises is safe to use and operation of this equipment is undertaken in a responsible and safe manner.

24) You must ensure that you and your Personnel are suitably qualified to operate our Equipment and any other equipment you use at Uno Studios, and operation of this equipment is undertaken in a responsible and safe manner.

25) 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, Uno Studios recommends that you use a qualified person.

26) Equipment hired from or provided by Uno Studios must remain in the Studio or Premises where located, and must not leave the site at any time without strict written approval from Uno Studios. Risk in the Equipment is assumed by you from the time of commencement of the Hire Period until the completion/end of the Hire Period.

Security Deposit

27) A security deposit may be requested prior to your hire of a studio, the premises or equipment. This deposit will be refunded within 14 days after your hire period ends, provided

there are no damages or violations of the terms and conditions. The security deposit amount will be outlined in your Hire Contract.

28) If damages and/or additional charges exceed the amount of your held security deposit, Uno Studios reserves the right to seek additional payment to cover the cost of repairs or replacements.

Cleaning, Damage, and Late Equipment

29) You must vacate the Studio/ Premises by the end of the Hire Period, and ensure the Studio, Premises, and all Equipment is left in the same condition as it was provided (reasonable wear and tear excepted), and that the Equipment is left in the Studio/Premises.

30) Photography Studio hire includes a standard clean (up to one hour carried out by our reset team).

31) Event/Exhibit hire or any other activity agreed, will incur an additional cleaning fee, outlined in your Hire Contract.

32) If you leave a Studio, the premises 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, the Premises and/or equipment left with foreign substances such as makeup spills, food, glitter, or confetti, or Equipment covered in mud may incur additional fees. Our standard excessive cleaning fee is \$300, however further fees may be charged depending on the cleaning requirements (as determined by us in our sole discretion).

33) On commencement of your booking, you are responsible for inspecting the studio, premises and/or equipment. Any damages must be noted and communicated to Uno Studios at the commencement of your booking. Failure to do so may result in additional charges for repairs.

34) You must take care not to damage or mark the Studio or premises walls, ceilings, or floors. If you intend on painting or affixing coverings to the walls, ceilings, or floors, you must notify our staff prior and follow their instructions.

35) Without limiting any other clause herewith, you are responsible for, and must pay for all loss or damage caused to the Studio, the Premises, the Common Property of any building where the Studio and/or Premises are located, or to any Equipment by you or your Personnel, guests or invitees (reasonable wear and tear excepted). We reserve the right to Invoice you to recover our costs of assessment, repair, and/or restoration in accordance with these Terms. You must not attempt to repair or authorise a third party to attempt to repair any damage at the time of your hire period.

36) Uno Studios reserves the right to engage our preferred contractors/suppliers to undertake any repair work and/or replace any damaged or unreturned equipment. In circumstances where

repairs are carried out by Uno Studios staff, we reserve the right to on-charge staff time and materials (as determined by us in our sole discretion).

37) You are responsible for the acts and omissions of your Personnel, guests, and invitees while they are on the Premises, and occupying or remaining on any surrounding/adjacent property, and will ensure that they comply with these Terms.

38) If Equipment is not left in the Studio or Premises, or is damaged beyond fair wear and tear, without limiting any other rights we may have, you will be liable for the replacement cost of any damaged or missing items. The replacement value is our cost of replacing the item with the same or a similar model.

39) Where Uno Studios 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, any damage arising via the delivery, or any costs arising in relation to a late or failed delivery.

40) You acknowledge 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) that Uno Studios may suffer as a result of damage to, or loss of, the Equipment while it is under hire to you.

Access Restrictions

41) Certain areas of the studio and/or premises may be noted as off-limits / not included in your booking. These areas will be indicated, noted in your hire contract or noted by our staff, accessing these areas during your booking may incur additional fees.

Conditions Applicable to Flash Packs

42) 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 that may arise.

Equipment not working within published specifications

43) Subject to applicable law, if during the hire period, the Equipment does not operate within its published specifications, or a Studio / the premises cannot be used for any reason beyond our reasonable control, We reserve the right to 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.

44) You must not attempt to repair or authorise a third party to attempt to repair any Equipment.

Your Property & Personnel

45) Uno Studios assumes no liability for your property or any Equipment or other items brought by you into any Studio or Premises. You must take full responsibility for all your property on the Premises and make appropriate arrangements to ensure its safety. 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.

46) While you may choose to have your property delivered to Uno Studios and stored onsite in advance of a hire, we recommend that any valuable property is not delivered until you have Personnel on-site to accept it. Any property left unattended at the Studio or delivered to the Studio or Premises ahead of your Hire Period, or left on any surrounding/adjacent property where a Studio is located, is at your risk.

47) 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.

48) Uno Studios assumes no liability for any personal injury or death of any person at its Studio, Premises, or using its Equipment. You will indemnify and keep Uno Studio and any related entity indemnified with respect to any liabilities which may arise for any personal injury or death of any person at its Studio, Premises, or using its Equipment.

No interest

49) We grant you a license 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

50) Subject to these terms and conditions, we permit you to use the area of the Premises referred to in your Booking Confirmation (the Location) to carry out filming, photography, event, exhibition or all other activities agreed with Uno Studios.

51) Except where otherwise agreed in writing we acknowledge that:

- a) You or your contractors hold all rights, titles, 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.

Privacy

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

53) Uno Studios otherwise treats personal information it collects in accordance with relevant legislation.

Termination by Uno Studios

54) 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, the Premises or Equipment to you for occurrences or conditions that are not within our reasonable control.

Limitation of Liability

55) 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.

56) To the fullest extent permitted by law these Terms state the full extent of Uno Studios' potential liability, if any, to you in respect of Premise's hire and use of the Equipment. All other potential liabilities are expressly excluded.

Insurance

57) Uno Studios recommends that you obtain sufficient insurance to cover your potential liabilities under these Terms.

58) Uno Studios requires you, prior to entering its Premises or uplifting any Equipment, to have in place public liability insurance to a minimum level of \$ 20 million per occurrence.

General

59) 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.

60) 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.