## Important Info

# Expectations Terms & Conditions

#### **CCP Facility Hire Terms + Conditions**

This agreement is between The Centre for Creative Photography ("CCP") and the party hiring CCP studio or darkroom facilities ("You"/"Client").

Conditions addressing the Client/You can be taken to apply to the Client's personnel, agents, and persons associated with the booking ("Agents"). The Client is ultimately responsible for all actions and liabilities of their Agents in relation to the booking and shoot.

This agreement takes effect at the time the booking is confirmed. Please read and agree to the Terms and Conditions before confirming your booking.

- 1. Studio and darkroom booking times include bump-in and bump-out (set-up and pack-up) time.
- 2. It is an essential condition of booking the studios/darkrooms that the Client has necessary experience to use the facilities (and equipment if applicable) safely and knowledgeably. If the Client is not the primary photographer for the shoot, the Client is expected to have conducted their own due diligence such that they are confident prior to booking that the photographer does have suitable studio experience. The CCP will not be responsible for any consequences resulting from failure by the Client to conduct such due diligence.
- 3. Noting the above (Condition 2) CCP staff members are not to be expected to provide services beyond basic orientation to the space. All set-up and pack-up of lighting and other equipment (including darkroom chemistry) is to be conducted by the Client and/or their Agents.
- 4. Should the Client or photographer demonstrate to not have adequate studio/darkroom skills to undertake the shoot, the CCP reserves the right to cancel the booking at any point with no refunds being provided.
- 5. Please check in at the front desk when you arrive, and again upon the conclusion of your session. At the end of your booking CCP staff will check that the studios/darkrooms and equipment are left in the same condition as when you arrived.

- 6. Please ensure that on the day of the shoot you arrive promptly at your reserved start time, and are ready to leave, including packing up, by your planned finishing time. Booking time may be extended strictly subject to availability and charged hourly pro rata, charged in 15 minute blocks. Any extra time required beyond your booking that falls into 'after hours' (after 5pm weekdays; any time weekends) is charged at the afterhours rate per the current pricelist, charged in 15 minute blocks.
- 7. At the end of the studio booking the Client must leave the studios/darkrooms and related areas in the condition they were before the shoot. If the studio/darkroom is unreasonably dirty, or messy (e.g. equipment used not packed away, rubbish not put in bins) after your booking, a cleaning fee will be charged per the current price list, billed in 15-minute blocks. You will be invoiced for this fee, which will be due and payable immediately with card details supplied.
- 8. CCP studio space is provided as it stands if you need spotless floors or backdrops you may wish to consider purchasing a paper backdrop prior to your studio booking. Cleaning floors may be able to be arranged at a cost, but this service is not always available.
- 9. If any CCP equipment is damaged during your shoot, you will be charged for the cost of repairs or replacement, or per the CCP price list if a cost is specified. Such fees will be payable immediately, or immediately subsequent to a quote for repairs. Selection of a provider of repairs will be at the discretion of the CCP. Damaged equipment includes background paper judged to be unusable (at the discretion of CCP, including unreasonable soiling, creasing, tears and holes).
- 10. Under no circumstances is the Client to remove equipment from the premises, or to use or alter equipment in any way that is contrary to the manufacturer's instructions, also subject to any CCP signage, or instructions from CCP staff members.
- 11. The Client is solely responsible to ensure that any equipment is only used by trained operators. If you are unsure of how to use a studio and studio equipment you should hire a professional photographer or hire a one-on-one trainer to assist you for the day. Trainers may be booked at a fee per the current CCP Private Tuition rate by contacting the CCP and making arrangements prior to the day of the shoot
- 12. The CCP bears no responsibility for risks including but not limited to damage, misadventure, injury or any loss suffered by the Client and their Agents during the shoot. The Client assumes all responsibility for such risks and is solely liable for the welfare of themselves and their Agents, and agrees to indemnify the CCP against all liability to the extent permitted by law.
- 13. The CCP allows photographers to bring their own equipment into the space solely at their own responsibility and risk. The Centre for Creative Photography bears no responsibility for any damage, loss or misadventure related to the use of non-CCP equipment, props, good, and other sundries.
- 14. Please remain strictly within the designated area of the studio you have booked, including all equipment, props, clothing, assistants, etc., for all matters directly related to the shoot. If extra space is required it should be booked and paid for. The Client and their Agents are welcome to use common areas including bathroom, kitchen, access and egress points. Other areas to be used by arrangement only.
- 15. There may be other clients/students around the space using other studios/darkroom facilities. Studios 4 and 5 are able to be curtained off completely if you wish to retain privacy.

We recommend using clamps to clamp curtains closed if privacy is an issue. Please be respectful of other studio users and do not enter into curtained off studio spaces or disrupt others while they are working. Please keep music and noise to a minimum.

- 16. If you have props, clothes racks, or other bulky items or goods requiring storage before and/ or after your shoot you may need to pay for additional studio time to accommodate this. Please contact the CCP well in advance of your shoot date to discuss storage options.
- 17. In regard to rubbish, the CCP can handle reasonable amounts of rubbish created from your shoot, usually up to a 50 Litre bin full. If you anticipate creating a large amount of waste, e.g. single-use props and set-building materials, please discuss this with CCP staff. As a general rule, anything you bring into the building should be taken out with you. If unreasonable amounts of rubbish are left at the CCP you will be charged for any cleaning and disposal fees, charged at the discretion of the CCP.
- 18. Usage of the CCP studio/darkroom space, hired equipment, and associated areas is at Client's own risk. Client waives any rights to seek legal redress for any accidents, mishaps and/or loss while in our studios.
- 19. Client is solely responsible for maintaining that all practices within the CCP facilities are lawful.
- 20. The Client is responsible for the health, safety and welfare of themselves and the parties they bring into the space.
- 21. If CCP staff members observe illegal, hazardous or negligent practices the CCP reserves the right to cancel the shoot and ask the Client and the Client's Agents to bump out as quickly as is safely practicable and vacate immediately. The Client will receive no refund. The CCP undertakes no responsibility to act in such cases, however if the CCP sees fit, any illegal practices may be reported to the appropriate authorities. CCP staff members will make best efforts to define dangerous or negligent practices reasonably, and to work with the Client to address the problem. However it is at the sole discretion of the CCP to action this clause.
- 22. The Client is responsible for their own insurance as pertains to their own liability, loss, damage, equipment, personal property and that belonging to their clients, assistants, associated personnel and other third-party individuals. In the event of a CCP insurance claim resulting from a facility hire booking, The Client may be charged the cost of the claim excess fee.
- 23. The Centre for Creative Photography assumes no liability for circumstances beyond its control that affect the Client's studio/darkroom booking, including but not limited to emergencies and inclement weather. Studio bookings may be able to be rescheduled under such circumstances
- 24. CCP Studios are best suited to still photography. Video production is welcome but CCP cannot guarantee silence for audio recording. The Client will likely need to bring video-appropriate lighting equipment, or source hire equipment.
- 25. If the Client breaches any part of this contract The Centre for Creative Photography may cancel the shoot and annul this agreement at any time.

### **Studio Availability**

CCP studios are available to hire Monday - Friday 9am - 5pm\* daily.

All booking times are inclusive of bump in and bump out (set up and pack up) e.g. for a 9am – 1pm booking client has access strictly within those hours only

\*During CCP academic terms the studios will be available after hours on some weekdays. Please enquire if you are interested in these times.

After hours and weekend use is available upon request at a cost of double Studio 5 rates only to cover staffing costs.

Per Condition 6. in the Terms and Conditions, booking time can be extended strictly subject to availability and at extra cost.

#### Payment

Bookings can be made online (insert adress here) by phone or in person at 138 Richmond Road Marleston.

Bookings are not confirmed without payment.

Bookings must be paid in full at the time of your booking. Invoices are available at client's request.

Payment can be made with credit card, including over the phone, or by bank transfer upon invoice.

Booking enquiries may be made by email, phone, or in person but will not be treated as a confirmed booking until details (specific studio, date, and time requested) are clarified and payment is made.

Credit card details will be taken at time of checking in before the shoot. These details will only be used for additional charges as discussed with The Client; including but not limited equipment use, cleaning and damage, and any other incidentals.

### Reschedule

You must notify CCP no less than 24 hours prior to your booking if you wish to reschedule.

For Sunday and Monday bookings, notification must be received by 5pm the preceding Friday.

Subsequent to this notification your payment will roll over to your rescheduled booking.

In the case of a Client failing to attend the shoot, without the required notification of at least 24 hours prior, all payments will be forfeited and no refunds will be made.

No refunds are given for cancellation or failure to attend your booking.