

MONIKA

Terms & Conditions

Booking Payment and Cancellation

Studio bookings must be paid for prior to shooting in order to confirm booking. Payments are non-refundable if cancellations are made less than 3 working days before the booking. A 50% refund is available if cancellation is made less than 7 working days before booking. In the event we are able to secure another booking, only the losses will be charged to the client.

Set Up and Take down time

The client must include set up and take down time within the hours booked, to avoid overtime charges; £30 ph on weekdays £50 ph on weekends. Studio should be left as it was found at beginning of booking. **Please note that the sofa and bathroom mirror must not be moved from its current position (even temporarily).**

Minors/Pets

The client must ensure that all persons under the age of 18 have parents' or guardian's permission to be at the studio, for the purposes of the photography or filming, during the period of studio hire.

No pets allow under any circumstances

Public Liability

The client must ensure that his own public liability insurance is operative for all persons in the studio during the hours of use, to cover any accident, injury or death.

Use of Equipment

The client may not without the written consent of Monika Studios: (a) remove the equipment from the studio premises; or (b) modify or alter or tamper with the equipment in any way; nor (c) use the equipment in a manner not recommended by the manufacturer; nor (d) allow the equipment to be used by any untrained or unauthorized personnel. Equipment must be returned promptly at the end of the hire period in the original condition.

NB. The studio sofa and desk is not to be moved unless previously agreed by Monika Studios

Breakages, Losses and Damages

a) The client hiring the studio is responsible for all breakages, losses or damages caused to the studio or equipment by him/her, or any other person, during the use of the studio. b) All equipment and services are supplied by Monika Studios entirely at the risk of the client. Monika Studios shall not be liable for any loss or damage to materials or props or equipment, including consequential loss and loss of profit however caused, arising out of the use or the inability to use the equipment supplied or agreed to be supplied. c) No

alterations, decorations or additions to the studio are permitted without the written consent of Monika Studios. d) The client shall pay any costs incurred by Monika Studios arising out of any breach of these conditions. e) The client must notify Monika Studios at the time of supply if the condition of the equipment is not acceptable. f) Monika Studios shall not be liable to the client for any loss, damage, expense, or for any consequential loss (including loss of profit) whatsoever or howsoever arising out of or in connection with any of the following: any damage to or loss of property by the Client or the Clients servants or agents or any third party; any breakdown, stoppage or failure of the facilities and equipment provided in the studio or any other equipment supplied to the client by Monika Studios. Client may be required to pay a fully refundable deposit to cover breakages/damage prior to booking.

Equipment Rental

Pick-up and Delivery Transportation for pick-ups and returns is the sole responsibility of the customer. Deliveries arranged by Monika Studios will be charged. All return deliveries back to Monika Studios must be pre-paid. Rental does not end until the equipment is received by Monika Studios, unless previous arrangements have been made. All items must be fully insured for purposes of delivery. Please check deliveries when received, and if there is damage in any way you must mark DAMAGED on the delivery receipt before signing for the goods. If you do not have time to check the package, mark the delivery note as UNCHECKED before signing. Failure to do this may prevent an insurance claim being made against the carrier.

Damaged Equipment All equipment is rented in good working condition and is to be returned in the same state of good working condition / appearance. Any repair work necessary shall be paid by the customer. If the condition of the equipment is beyond repair, the customer shall pay for full replacement. Rental Period Minimum rental period is one day. Equipment must be returned by 12:00 Noon to avoid an extra day's charge, unless previous arrangements have been made. Minimum rental on a delivered order is two days.

Lamps All fixtures are furnished with lamps. All blown lamps will, at our discretion, be chargeable. The number of spare lamps provided depends duration of the rental period. All spares and burnt out lamps must be returned or replacement cost will be charged.

Variation Any goods or services supplied by Monika Studios are sold, hired or supplied under these Terms and Conditions of Business. Monika Studios reserve the right to substitute or vary all or some of the items of equipment set out in such writing or quotation provided that this does not affect standards of quality and we shall not incur any liability to the customer if the equipment does not correspond to its description.

Expenses Monika Studios reserve the right to claim any additional expenses property incurred during the course of the hire period but not covered by any

quotation.

Insurance of Equipment The customer shall ascertain from Monika Studios the replacement value of the equipment and arrange all risks insurance at their own expense, Insurance shall be in favour of Monika Studios as payee to claims and cover a minimum £1,000,000 all risks bodily injury and property damage. A certificate of insurance naming Monika Studios as ADDITIONAL INSURED, in respects of the rental of this equipment during the term of this rental agreement, must be supplied prior to release of any equipment. The customer agrees to and does hereby indemnify Monika Studios, its agents and employees harmless of and from any and all losses, damages, claims, demands of liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition, (including with-out limitation latent and other defects) or operation of the equipment rented, and whosoever used or operated during the term hereof. This indemnification shall continue in full force and effect during and after term of this rental for cause arising during the term of this rental. The customer agrees to pay the rental price for the equipment rented. Should said equipment, or any part thereof, be lost, damaged, or destroyed by fire, casualty of any kind, act of God or their act or accident, the customer agrees to pay the full replacement value, or in the event of damage, agrees to pay the accrued rental plus the cost of damage. Rent shall be due whether or not such a loss has occurred. Obligation to pay shall only cease at point of payment for all losses suffered by Monika Studios.

Care of Equipment The customer shall take good care of the equipment and use it only for the purposes for which it was supplied and not part with possession of the equipment or supply it to any third party without the written consent of Monika Studios. The equipment is available for inspection at the time of pick up. Monika Studios understands that equipment rented will be used by well-trained, lighting-industry professionals.

Force Majeure Although Monika Studios shall use all reasonable endeavors to discharge its obligations under this contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control. Furthermore Monika Studios accepts no responsibility for any malfunction or breakdown, however arising of the equipment hired. Nor for any loss whether financial or otherwise. Monika Studios also reserves the right to cancel this agreement or any verbal agreement relating to this hire with due notice.

Applicable Law This agreement shall be governed by the laws of England 8-Wales