



studio lunapop

TERMS & CONDITIONS

These Terms & Conditions apply to all confirmed bookings and we recommend that you familiarise yourself with them before booking any of our services. Should you have any questions please contact the studio directly.

Privacy Policy

We do not store credit card details nor do we share customer details with any 3rd parties.

Studio Hire

Studio hire prices are for space rental only complete with the equipment listed under the "kit list" section of the website. If you need additional lighting equipment, assistants, digital workflow operators or any other additional services please contact us in advance to arrange this and ensure availability. By booking studio and/or equipment hire with us you automatically agree to these terms and conditions.

Definitions In these conditions the following expressions have the following meanings: "Studio / Studio Lunapop / studios" Nisha Jayne Photography operating as the Studio. "the Customer" any person or firm or company dealing with the Studio or any employee of such a person firm or company. "Services" shall include all studio facilities and the services of assistants, technicians, operators and other personnel of Studio Lunapop or of any sub-contractor of the Company. "Equipment" all studio fixtures and other equipment provided by Studio Lunapop or by its nominated sub-contractors. "Studios" the premises of Studio Lunapop for the time being where the services and equipment are provided.

General Studio Lunapop will insure the Studios and Equipment against all normal insurable risks but not further or otherwise. The Customer must effect its own insurance cover against consequential loss of profit and other Risks and must effect its own cover against loss, damage or theft of any of its own equipment brought onto the studio. Under no circumstances will the studio entertain any claims arising out of any failure of the Customer to effect its own insurance cover.

The Customer must ensure that their Public Liability insurance is operative for all persons in the studio during the hours of use to cover any accident, injury or death. These Conditions constitute the entire contract and may not be varied otherwise than in writing signed by a duly authorised signatory on behalf of Studio Lunapop.

Full details of the Studio services and charge rates are set out in the Studios Hire Price Lists which may be varied by the studio without notice. Nothing in these Conditions is intended to exclude restrict or modify liability on the part of Studio Lunapop resulting from negligence or otherwise unless permitted by Statute.

The Customer is responsible for any breakages, loss or damage occasioned to the Equipment or the Studio caused by or arising from the Customer use thereof or by any servant agent employee or sub-contractor of the Customer. Any discounts offered on Studio Lunapop hires are exclusive. They cannot be combined. Except for company wide or pre-agreed discounts, the higher discount will always be applied. In the case of special offers these must be requested at time of booking, and will not automatically be applied.

Studio Hire

The Studio is available for daily use between 0900hrs and 1800hrs. Use outside these hours shall be charged at the overtime rates of £50ph. If the Customer wishes to postpone a confirmed booking this must be done at least 48 hours before the hire period starts. Bookings may only be extended with the prior consent of the Studio. Bookings require 50% deposit prior to the hire. Customers must ensure that set up and take down time takes place within the hours booked. The Customer must observe all regulations governing the use of the Studio and of any Equipment and services whether imposed by the studio or by any statutory body or Local Authority.

The Studio is available for the exclusive use of the Customer named in the booking and the Customer is not permitted to sub-contract sub-let or otherwise permit any third party to utilise the Studio without the prior written consent of Studio Lunapop. Any materials used in connection with sets constructed by the Customer as well as any rubbish shall be removed from the Studio at the end of the hire period at the expense of the Customer otherwise additional charges will apply. No alterations, decorations or additions to the Studio are permitted without the consent of the Studios.

At the end of the hire period the Studio must be surrendered in the same condition that it was in at the start of the hire period. Any costs incurred by the Studio arising out of any breach of this Condition shall be paid by the Customer. Special requirements should be notified to the Studio Manager at least 5 working days in advance and will potentially incur additional costs. The Customer must ensure that any persons under the age of 18 have parents' or guardians' permission to be at the studio during the period of studio hire. Parking is limited 4 car parking spaces on site.

Hire of Services and Equipment

All equipment and services are supplied by the Studio entirely at the risk of the Customer. Studio Lunapop shall not be liable for loss or damage of any kind to material or props or equipment entrusted to it however caused including consequential loss and loss of profit. The Customer must notify the Studios at the time of supply if the condition of any Equipment is not acceptable. In no circumstances shall the Studio be liable for any loss or damage, including consequential loss, however caused arising out of the use or the inability to use the Equipment supplied or agreed to be supplied.

The Customer may not without the written consent of Studio Lunapop:

Remove the equipment from the Studio premises;

or modify or alter or tamper with the Equipment in any way;

nor use the Equipment in a manner not recommended by the Manufacturer;

nor allow or suffer the Equipment to be used by any untrained or unauthorised personnel;

nor part with possession sell pledge encumber or suffer any lien to be created on the Equipment.

Where at the request of the Customer Studio Lunapop supplies to the Customer the services of assistants, sub-contractors, freelancers or other persons such persons shall be deemed to be the servant of the Customer and the said services shall be deemed to be rendered by the Customer and the Studio shall not be liable for loss or damage of any kind however caused.

Studio Lunapop shall not be liable for any loss or damage howsoever arising out of any statement advice instruction or any other representation given or made by any servant of the Studios or any other person whose services are supplied to the Customer. The hire period for services or Equipment cannot be extended otherwise than with the consent of the Studios. Equipment must be returned promptly at the end of the hire period in good condition (save for fair wear and tear). The Customer shall pay or compensate the Studios for the replacement value of lost or damaged Equipment or in respect of any cancellation or variation of any order or failure to return the Equipment on time.

Authorised account holders must settle accounts within 14 days of the date of invoice. Any due amount unpaid shall be liable to interest at 8% above the Bank of England base rate. The hire charge commences when the Studio and/or Equipment is made available to the Customer whichever is the earlier and terminates when the Studio and/or Equipment is surrendered or returned to the Studios or the agreed hire period ends whichever is later. The Studio reserves the right to make an additional hourly labour charge to cover any costs incurred by HiveStudios as the result of failure to comply with these Terms & Conditions.

Any additional Equipment, services, staff or modifications to the Confirmation of Booking will be billed to and paid for by the Customer.

Exclusions of Liability

Studio Lunapop shall not be liable to the Customer for any loss damage expense liability 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 Customer or the Customers 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 Customer by Studio Lunapop.

any death or injury occasioned to any Customer or servant or agent of any Customer occasioned by the use of the Studio or any Equipment unless such death or injury is directly attributable to the negligence of the Studio or the servants or agents of Studio Lunapop.

for any fines and/or legal costs incurred by the Studios or the Customer for any activity connected with the hire of the Studio or Equipment.

any failure on the part of the Studio to comply with its obligations to the Customer due to any circumstances beyond the control of the Studio.

Indemnity

The Customer shall at all times keep Studio Lunapop indemnified against all actions proceedings costs charges claims expenses and demands whatsoever which may be made or brought against the Studio or the servants or agents of the Studio by any third party in respect of any alleged injury loss damage or expense arising out of or in connection with the use of the Studio or Equipment or services supplied by the Studio even where such injury loss damage or expense is caused wholly or in part by the negligence or breach of contract of Studio Lunapop its directors servants or agents save in respect of any death or personal injury caused by the negligence of the Studio as aforesaid.

Termination

Studio Lunapop may summarily terminate any hire contract with the Customer upon the happening of any of the following events:

if the Customer shall fail to pay any of the monies due to the studio or dishonour any cheque paid to it;

or if the Customer enters into liquidation (other than for the purposes of amalgamation or reconstruction) or shall have a Receiver of its assets appointed or being an individual shall be declared bankrupt or having a Receiving order made against them;

if the Customer shall be in breach of any of the terms of these Conditions and any such termination shall be without prejudice to any rights accrued to the Studio against the Customer prior to the date of termination.

Applicable Law These Conditions shall be read and construed in accordance with the Laws of England, Scotland, Wales and Northern Island. **Variation** These Terms and Conditions shall not be varied except by agreement in writing.