

### **Making Bookings**

Bookings can be made via email at info@studioconfidential.com

A credit card is required to confirm your booking.

Payments can be made via credit card or direct deposit.

We do not accept bookings without payment prior to the requested date.

Additional fees, including overtime or equipment/prop rental, will be charged to the nominated credit card.

A security deposit may be requested for first-time studio bookings.

For any booking inquiries, please email us at <a href="mailto:info@studioconfidential.com">info@studioconfidential.com</a>

#### **House Rules**

We've created a space for creativity to thrive. To continue this culture, we request that you help by following these simple house rules:

Studio Confidential must be left in the same condition it was hired. Excess cleaning fees apply.

Keep music to a reasonable level.

On-site parking is limited to 1 park. Please advise extra crew arriving separately to park on Ti-Tree Place.

No smoking in front of the studio doors or in front of the doors of our neighbors. Smoking is strictly only acceptable at the Studio outdoor seating area.

No smoking or open flames inside Studio Confidential.

No loitering outside our neighbors' doors and spaces.

No equipment, props, furniture, or fixtures of Studio Confidential are to be removed from the premises.

Studio Confidential will provide you with a list of items hired for your session and will check the list upon your departure to ensure all items are returned.

Please ensure all rubbish is placed in the bins within the Studio.

If you need to rearrange the Studio, all furniture and Studio items need to be returned to their original spot.

No pets or animals are to be inside the premises.

Please contact our team immediately in case of an emergency.

#### **Additional Fees**

Below are the additional fees that are not included in your booking or may be charged at the conclusion of your booking.

Lighting and camera equipment

Props	

Catering

Overtime or out-of-hours fees

To receive full Studio and equipment pricing, please contact us via email at <a href="mailto:info@studioconfidential.com">info@studioconfidential.com</a>

### **Early Entry**

All bookings start from the time you selected. If you require extra time to bump in, please let our team know.

Your booking starts at the time you selected when making your booking.

Entry before 8:00 AM incurs a \$50/hour loading fee.

#### **Overtime Fees**

All bookings end at the time stated in your booking. We offer a 15-minute bump-out buffer.

Your booking ends at the time confirmed in your booking.

Overtime fees start 15 minutes from the end of your booking and are charged at \$150/hour +GST.

There may be another booking following yours. Please be mindful to ensure the next booking runs smoothly.

#### **Late Exit Fees**

If you require later exit times than 5:00 PM, please let us know so we can amend your booking.

Bookings that run after 5:00 PM incur an \$80/hour+GST loading fee up to 8:00 PM.

Bookings that run after 8:00 PM incur a \$100/hour+GST loading fee.

All additional studio hire fees are charged at a minimum of one hour.

## Cyclorama Repaint Fee: \$120+GST

This fee may be charged at the conclusion of your booking if the cyclorama is left in an unsatisfactory condition. This may include:

Stains left by makeup, self-tan, body oils, and glitters.

Large black stains left by rubber soles or equipment/props.

Scratches or marks that have lifted the paint from the floors.

Scratches or marks that have warped the floors.

# Cleaning Fee: \$100 + GST

The studio must be returned in the way you received it. Any excess cleaning, rearranging, or rubbish removal that may need to be performed to bring the studio back to a satisfactory level will incur a cleaning fee of \$100 + GST.

## Weekend Loading Fee: \$120+GST

This fee is added when the space is hired on Saturdays, Sundays, and public holidays.

Pricing displayed on postcards, promotional material, or displayed digitally is an estimate or "from" rate and may be updated at our discretion.

Last updated: 13/07/2025

### **Cyclorama House Rules**

Studio Confidential provides each booking with the tools to keep the cyclorama as clean as possible. It is the hirer's responsibility to keep the cyclorama in the best possible condition.

General wear and tear on the floor where models/subjects are standing is acceptable. Please see the following to make it as seamless as possible:

No modifications to the cyclorama are to be made under any circumstance.

No shoes on the cyclorama, unless absolutely necessary (e.g., models' footwear).

No dragging items across the cyclorama. Please lift everything.

Please do not apply makeup, spray tan, body glitter, or liquids that may stain while the model is on the cyclorama.

No food or beverages on the cyclorama unless agreed prior.

Please use sockets provided to walk on the cyclorama. If doing so, please wear over bare feet or socks.

Walls & Curve: Models/subjects or teams should not stand on curves or lean against walls. No shoes to be propped up on the curve. Any scuff marks, body glitter, fake tan, etc., found on a curve or wall will incur a repainting fee of \$120+GST.

Excess Damage: Scratches that lift paint from the floor, holes, or damage to the curve that requires repair will be billed to you upon a quote by the repair company.

The cyclorama repaint fee is \$120+GST. Studio Confidential may charge you this fee if the cyclorama is left in unsatisfactory condition.

Please note that we may not always have the cyclorama resurfaced prior to your booking. If you require a pristine white floor and walls for your shoot, please add a repaint to your booking at least 3 business days prior to booking commencement.

#### **Date Holds**

While we like to try and accommodate date hold requests, we cannot always guarantee your date will be available if not booked and confirmed. Date holds are on a case-by-case basis. Holds will be released after 48 hours.

## **Cancellations and Date Changes**

Should you wish to cancel a confirmed booking, the following cancellation fees may apply:

For cancellations within 1 Business Day of the commencement of Your booking: 75% of Your confirmed fees.

For cancellations within 2 Business Days of the commencement of Your booking: 50% of Your confirmed fees.

For cancellations within 3 Business Days of the commencement of Your booking: 25% of Your confirmed fees.

For all other cancellations outside of 3 Business Days of the commencement of Your booking, Studio Confidential will issue a full refund minus the \$70 administrative fee.

If You cancel a confirmed booking, We may agree (in Our sole discretion) to waive the Cancellation Fees. This may happen if Studio Confidential can rebook the Studio. In this case, we may charge an administrative fee of \$70.

Should You wish to change the date of a confirmed booking, the following fees may apply:

\$70 administrative fee.

Date changes are subject to availability and may incur additional fees if moved to a Weekend or public holiday. Notice of at least 1 Business Day is required for date changes.

## **Equipment Hire**

All of our equipment is available for onsite use only. All equipment is tested regularly to ensure safe operation and working order.

#### **Onsite Hire**

You or a nominated team member will be provided with a list of all hired equipment by our team. We ask that you take note of the equipment whilst setting it up and notify us of any issues immediately. Please ensure that all equipment is plugged into power boards provided by Studio Confidential. Please notify our team of any damages that may have occurred whilst in your possession.

#### **Terms and Conditions**

The following sets out the terms and conditions (Terms) of STUDIO CONFIDENTIAL (ABN 41 400 827 472) Studio and Equipment hire services. These Terms, together with any other terms and conditions specified in a Quote, and any other documents incorporated by these Terms, form part of the contract between You and Studio Confidential when you hire the Studio or Equipment or both from Studio Confidential.

#### **Definitions**

- (a) In these Terms the following definitions apply:
- "Week Day" means Monday Friday, excluding public holidays.
- "Business Day" means Monday Friday, excluding public holidays.
- "Weekend" means Saturday Sunday.
- "Space" means the ground floor at Studio Confidential in Byron Bay.
- "Studio" means the front room and/or cyclorama of the photography/film space you hire at Studio Confidential Byron Bay.
- "Premises" means Studio Confidential Byron Bay.
- "Equipment" means the equipment specified in a Hire Contract.
- "Quote" means any estimate we send You setting out the fees applicable for Your booking request.
- "Hire Rates" is Our standard rates for studio and equipment hire, available from Our website or upon request.

## **Hire Eligibility and Proof of Identification**

(a) If You are an individual or sole trader You:

Warrant that You are at least 18 years of age.

Must supply Us with a current ABN (if applicable), Your postal address, contact number, and an email.

- (b) If You are booking for another entity, You must supply a current ABN, registered address, contact number, and an email for said entity.
- (c) You are required to provide proof of identity in the form of a driver's license. Studio Confidential reserves the right to use this information to perform background checks at Our discretion.
- (d) You may be required to provide Us with a valid, current credit card before Us hiring the Studio or our Equipment to You. You agree that Studio Confidential may use these details to process a security hold on your Hire Period. Studio Confidential reserves the right to charge Your credit card and/or invoice You to recover any amount owed by You per these Terms.

## **Making a Booking**

- (a) These Terms govern all hire of Studio and Equipment from Studio Confidential.
- (b) Each hire request received is deemed as a separate request. Hire requests are only confirmed when Studio Confidential confirms in writing.
- (c) Studio Confidential may choose at any time, in its sole discretion, not to hire out the space or equipment to You or Your Party.
- (d) Studio Confidential and Studio Confidential equipment are subject to availability.
- (e) Full payment must be made to secure your hire request, in accordance with the Payment Due Dates outlined in the 'Payment and Fees' section and any agreed date

holds. (Revised from original (e) for clarity and to point to new section)

- (f) Requests for studio adjustments (e.g., cyclorama repaint) need to be made a minimum of 3 business days before your hire date.
- (g) All change requests will need to be made via email to info@studioconfidential.com
- (h) A refundable security deposit of \$300 AUD may be required if you are a new client and may be paid with your invoice or in the way of a credit card hold.

### **Payment and Fees**

- (a) The fees payable are specified in the Hire Contract sent to you by Studio Confidential. Fees can be paid via direct deposit or credit card. Credit card payments are processed by SQUARE or STRIPE.
- (b) In addition to Your fees, Studio Confidential, in its sole discretion, reserves the right to charge a deposit for studio and equipment hire that is refundable upon the completion of your hire period.
- (c) A security deposit of \$300 AUD may be required with each hire. This may be paid with your invoice via direct deposit or credit card. If you choose this option, your refund will be processed 24-48 hours from the completion of your hire period. You may choose to opt for a \$300 AUD credit card hold. This will not charge your nominated credit card and will be removed within 24 hours from the completion of your hire period.
- (d) Deductions from your security deposit may be made if any of the following apply:

Excessive rubbish or props are left on-premises.

Extra cleaning is required to bring the premises back to its original state.

Extra cleaning to remove makeup, self-tanners, or other body cosmetics is required.

Excessive use of complimentary items such as soaps, moisturizers, sanitary items, cosmetic items.

Damage to premises and equipment outside of general wear and tear occurs.

Damage to internal or external walls and fixtures occurs.

Use of equipment or props not listed in your Hire Contract.

- (e) You agree that if any of the above exceed \$300, you will pay the difference. You will be billed accordingly and contacted via email for all correspondence related to these matters.
- (f) Additional fees may be incurred if you request earlier or later access to the studio, set adjustments, catering, in-house services, or any other services not listed in the Hire Contract.
- (g) Following a shoot, We will issue You with an invoice for all additional fees you incurred (less any fees paid upfront or already charged to an approved account).
- (h) Payment Due Dates for Booking Confirmation:
- \* For bookings made more than 7 days before your preferred hire date: Full payment is required to confirm your requested hire period.
- \* For bookings made 7 days or less before your preferred hire date: Full payment must be made within 24 hours of your booking request.
- (i) Confirmation and Release: Your booking is secured upon Studio Confidential's written confirmation after full payment has been received according to the above deadlines. Non-payment by the stated deadline will result in your selected date being released without further notice.
- (j) Date Holds Policy: If Studio Confidential grants a date hold (as per the 'Date Holds' section), full payment is required within 48 hours of the hold being placed to secure your hire request, otherwise, the hold will be released. This payment period falls within the 'Payment Due Dates' (h) above.

(k) Without limiting any other clause in these Terms, if you do not pay any invoice by the due date, we reserve the right to charge a reasonable administrative fee for Our processing and pursuit of late payments.

### **Authorised Party**

- (a) You must not make bookings on behalf of another Party unless You are attending the Premises for the duration of the Hire Period.
- (b) You must advise Studio Confidential if you have any outside Parties attending the Premises for the duration of the Hire period; this includes, but is not limited to, caterers, hair and makeup crew, stylists, prop or set designers.

## **Cancellation Policy or Change of Date**

(a) Should You wish to cancel a confirmed booking, the following cancellation fees may apply:

For cancellations within 1 Business Day of the commencement of Your booking: 75% of Your confirmed fees.

For cancellations within 2 Business Days of the commencement of Your booking: 50% of Your confirmed fees.

For cancellations within 3 Business Days of the commencement of Your booking: 25% of Your confirmed fees.

For all other cancellations outside of 3 Business Days of the commencement of Your booking, Studio Confidential will issue a full refund minus the \$70 administrative fee.

If You cancel a confirmed booking, We may agree (in Our sole discretion) to waive the Cancellation Fees. This may happen if Studio Confidential can rebook the Studio. In this case, we may charge an administrative fee of \$70.

(b) Should You wish to change the date of a confirmed booking, the following fees may apply:

\$70 administrative fee.

Date changes are subject to availability and may incur additional fees if moved to a Weekend or public holiday. Notice of at least 1 Business Day is required for date changes.

### **Termination by Studio Confidential**

(a) We may terminate any hire agreement immediately without incurring any liability to You where:

You are in material breach of any of these Terms; or

We are unable to provide the Studio or Equipment to You for occurrences or conditions that are not within Our reasonable control, including but not limited to fire, acts of terrorism, natural disasters, floods, government action or order, inclement weather, strikes.

# **Hire Obligations**

- (a) Equipment, including props, must not be removed from the Premises.
- (b) With the exception of any of Studio Confidential's equipment, you must ensure that any equipment You or Your Party brings to the premises is safe to use. You must ensure that You or Your Party are suitably qualified to operate this equipment.
- (c) You must ensure that You or Your Party are suitably qualified to operate Studio Confidential equipment.
- (d) You agree that if You or any of Your Party are not familiar with the operation of the equipment listed in your Hire Contract, you will hire a Studio assistant to assist you in

operating the equipment.

- (e) You are required to make your own judgment regarding the working condition of the Equipment, the Studio, and the Premises for your Hire Period.
- (f) When hiring Studio Confidential, you warrant that You and Your Party have read and agree to comply with the Premises House Rules. If at any time We believe You or Your Party are acting against these House Rules, We reserve the right to require you to cease any activity that may be deemed unsafe or against the House Rules.
- (g) The following activity is prohibited without prior written consent:

Lighting fire/s - open flames.

Pools of water.

Medical or cosmetic procedures that alter the body or require high levels of sanitization.

Suspension of a person/s or objects from the ceiling.

Splashing or throwing of glow sticks, glow paint, regular paint, or chemicals that require professional cleaning.

- (h) The Studio and equipment must be returned to/in their original state. Failure to do so may incur a cleaning and maintenance fee of \$100+GST.
- (i) You must use all Equipment per the manufacturer's instructions.
- (j) You must not modify any of the Equipment listed on your Hire Contract.
- (k) All equipment must be plugged into Studio Confidential-approved power points and power boards. Failing to do this may result in, but is not limited to, fire, electrical burn, power surges, or injury. Without limiting any other clause in these Terms, if You use a non-approved power board or powerpoint, You are entirely liable for all injury, damage, losses, and costs of repair which may arise.

(I) You agree to do a stocktake of all Equipment upon arrival at the Studio.

### **Cleaning and Damage**

- (a) You must vacate the Studio by the end of the Hire Period in the same condition as it was provided (reasonable wear and tear excepted).
- (b) Studio hire includes a standard clean (up to one hour carried out by Our team). Any excessive cleaning beyond this may incur a cleaning and maintenance fee of \$100+GST.
- (c) If You leave the Studio 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 or Equipment left with foreign substances such as makeup spills, food, glitter, or confetti may incur an additional cleaning and maintenance fee of \$100+GST.
- (d) You must take care not to damage or mark the Studio, including but not limited to the walls, floors, or the cyclorama. Your Party must not wear pre-worn or old shoes on the Cyclorama where possible. Soles of shoes must be new or cleaned before stepping on Cyclorama. All other Party members must wear clean socks or bare feet or covers provided by Studio Confidential to walk on Cyclorama. If you fail to comply with this clause, the cost of reasonable repair will be charged to you including, without limitation, the cost of resurfacing, painting, and sealing the surfaces or replacing them as required.
- (e) Without limiting clauses c) and d) above, You are responsible for, and must pay for all loss or damage caused to the Studio, the Premises, or any Equipment by You or Your Personnel or guests (reasonable wear and tear excepted). We reserve the right to charge Your credit card and/or invoice You to recover Our costs of assessment, repair, and/or restoration per these Terms.

(f) You are responsible for the acts and omissions of Your Party while they are on the Premises and will ensure that they comply with these Terms.

### **Early Entry and Overtime**

- (a) Access to the Studio is available 15 minutes before the agreed Hire Period. Earlier access can be arranged and may incur a fee at an hourly rate.
- (b) Access to the studio out of hours is available at Our sole discretion and is charged by the hour.
- (c) A fee for vacating the Premises beyond the agreed Hire Period may occur at an hourly rate.

### Your Property and Surveillance

- (a) We take care to survey the Space with security cameras, but we cannot be responsible for Your Property. By agreeing to these terms, you agree to take responsibility for all of Your Property, including that of your Party, on the Premises.
- (b) You may wish to have your Equipment, Products, or Props delivered before your Hire Period. We advise that You or an Authorised Person in Your Party be present at the Premises to take delivery, as We will not take responsibility for missing, damaged, or incorrect deliveries.
- (c) Studio Confidential is not responsible for any lost, damaged, or stolen property of Yours from the Studio.
- (d) If You or Your Party leave Your Property unattended at the Studio, 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, except to the extent such loss, theft, or damage is caused by Our willful misconduct.

- (e) 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 per AS/NZS 3760:2010.
- (f) There is one surveillance camera attached to the exterior of the Premises.

## **Equipment and Consumables**

- (a) If during the hire period, the Studio does not operate within its published specifications, You may terminate the hire agreement and We will refund You the fees, or relevant portion thereof.
- (b) If during the hire period, the Equipment does not operate within its published specifications, You may terminate the hire agreement and We will refund You the fees, or relevant portion thereof.
- (c) You must not attempt to repair or authorize a third party to attempt to repair any damage to the Studio or Equipment.
- (d) You must advise Studio Confidential of any damages to the Studio or Equipment immediately.
- (e) Studio Confidential provides a complimentary "Mini Bar" and consumables like, but not limited to, toilet paper, soap, sanitiser, cutlery, crockery, and sanitary items. Excessive use or removal of these items may incur a reasonable fee to replace said missing or excessive use.

#### No Interest

(a) Studio Confidential grants you to occupy the Space and the facilities at the Premises, and use the Equipment listed in your Hire Contract 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.

#### **Insurance & Privacy**

- (a) We recommend that You obtain sufficient insurance to cover its potential liabilities under these Terms and Conditions.
- (b) We require that You have public liability insurance to a minimum level of \$5 million per occurrence.
- (c) We collect personal and business information to provide the Studio and Equipment per these Terms. We do not provide such information with any third-party services or businesses without prior written consent unless in the case of an emergency.

#### **General Terms and Conditions**

(a) If any provision of these Terms is unenforceable for any reason, such provision shall be severed from these Terms, and the remaining Terms will remain in full force and effect.

## **Privacy Policy**

Studio Confidential is committed to providing quality services to you, and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure, and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at <a href="https://www.aoic.gov.au">www.aoic.gov.au</a>.

## What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone

and facsimile numbers.

This Personal Information is obtained in many ways, including interviews, correspondence, by telephone, by email, via our website www.studioconfidential.com, from your website, from media and publications, from other publicly available sources, from cookies, and from third parties. We don't guarantee website links or policy of authorized third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients, and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information, we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

#### **Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record, or health information.

Sensitive information will be used by us only:

For the primary purpose for which it was obtained.

For a secondary purpose that is directly related to the primary purpose.

With your consent; or where required or authorized by law.

#### **Third Parties**

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances, we may be provided with information by third parties. In such a case, we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

#### **Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances, including the following:

Third parties where you consent to the use or disclosure; and

Where required or authorized by law.

#### **Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification, or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

## Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Studio Confidential will not charge any fee for your access request but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information, we may require identification from you before releasing the requested information.

## **Maintaining the Quality of your Personal Information**

It is important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete, and up-to-date. If you find that the information we have is not up to date or is

inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

# **Policy Updates**

This Policy may change from time to time and is available on our website.

# **Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our Privacy Policy, please contact us at:

Unit 4/4 Ti Tree Place

Byron Bay, NSW 2481

info@studioconfidential.com