

Terms and Conditions

SCOPE

This document sets out the terms and conditions under which Compix Trading Ltd T/A Darnley Road Studios ("DRS"), in agreement with its client and any persons for whom the client is responsible ("the Client"), provides photographic and video studio services at its premises ("the Studio"), with reference to the pricing and specific terms, which may be varied from time to time, in its price-list ("the Price List") published at www.darnleyroadstudios.com ("the Website").

BOOKINGS

While every effort will be made by DRS to honour options to hire on the basis defined in the Price List, DRS shall not be deemed to have entered into any contractual obligation to fulfil a booking until such time as it has accepted a Client's written request to confirm a booking and, within 24 hours of confirmation, is in receipt of verified name and address details for the client along with one of the following: payment for the booking (including any deposit) in full; credit / debit card authorisation, for the full cost of the booking (including any deposit); or a valid purchase order from the Client complying with DRS's credit terms (to be 14 days unless otherwise agreed).

CANCELLATION

In the event of the cancellation of a confirmed booking at the Client's request, refunds will be at DRS's discretion.

On rare occasions and only in exceptional circumstances DRS may be forced to cancel a booking, in such circumstances DRS's liability shall be limited to returning any fee paid for the booking.

Where the Client fails to arrive at the Studio after more than 1 hour past the agreed start time without contacting DRS the booking shall be deemed cancelled by the Client.

PERIOD OF HIRE

Unless agreed otherwise in advance, the Period of Hire shall be 0900H - 1800H on the day of the booking, and the Client shall only have access to the Studio during the Period of Hire, including for collections and deliveries arranged by the Client. At the end of the Period of Hire the Studio shall be vacated by the Client.

HEALTH AND SAFETY

Clients shall familiarise themselves with the Health and Safety Policy published at the Studio, and undertake to minimise risk to themselves and others. Any accident, whether or not resulting in harm, must be reported to DRS to help prevent future incidents.

STUDIO AND CONTENTS

(Contents to include equipment, fixtures and fittings, furniture, and props provided by DRS.)

Darnley Road

studios

Unless otherwise agreed the Client may not remove the Contents from the Studio or modify, alter, or tamper with the Contents in any way; nor use the Contents in a manner not recommended by the manufacturer; nor allow the Contents to be used by any untrained or unauthorised personnel.

The Studio and Contents must be returned promptly at the end of the Period of Hire in their original condition.

Damage or loss must be reported to DRS by the end of the Period of Hire or as soon as is reasonably possible whether or not it has been caused by the Client. Damage or loss not reported are the responsibility of the Client.

PUBLIC LIABILITY

The Client is liable for any claim arising from accident, injury or death to persons in or around the Studio during the Period of Hire or until the Client has vacated the Studio.

MINORS

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 photography, recording, or filming, during the Period of Hire.

RIGHTS

Payment of the Standard Commercial Price listed in the Price List entitles the Client to sole ownership of, and all rights to, any material photographed, recorded or filmed at the Studio during the Period of Hire, for any purpose, worldwide, at the Client's discretion, insofar as it is within DRS's power to grant such rights. DRS is authorised to grant rights to the Studio and its Contents. DRS is not permitted to grant certain rights, for instance rights to any individual's likeness or appearance, or rights to intellectual property belonging to third parties.

Where any other price is agreed with the client it is understood that material photographed, recorded, or filmed at the Studio shall be used only for the purpose agreed. All other rights and ownership are retained by DRS. In such cases, where material is subsequently used for another purpose, DRS, upon notification by the Client, will release its remaining rights to and ownership of the material to the Client upon payment of the difference between the price agreed and the Standard Commercial Price for the Period of Hire. Where there is subsequent use of the material for a purpose other than that agreed, and DRS is not notified by the Client, DRS retains all its rights to and ownership of material photographed, recorded, or filmed at the Studio. Similarly, where payment or other terms are breached DRS reserves all rights.

MISCELLANEOUS

DRS and the Client shall take reasonable steps to protect each other's interests. By confirming a booking DRS and the Client agree to be bound by these Terms and Conditions

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