
01. Agreement

These terms and conditions, Studio Mondo's equipment & studio hire terms and conditions (www.studiomondo.com/terms-and-conditions) together with any accompanying quotation or other commercial terms agreed between the parties (together the "Agreement"), constitutes the entire Agreement between the Client and **Studio Mondo Pty Limited (ACN 050 546 506) and/or Mondo Folio Pty Limited (ACN 34 090 418 161) (the "Company")** for the rendering of services to the Client by the Company. The Client is deemed to have accepted these terms and conditions if you book services with the Company after receiving a copy of these terms and conditions, if the Client books services pursuant to an estimate or quotation to which they are attached, or if the Client pays any invoice to which they are attached.

02. Bookings

The Client is deemed to have made a booking for the services provided by the Company if, pursuant to a quotation or other communication with the Company, a booking entry is made in the records kept by the Company for that purpose. Provisional bookings, or "holds", are extinguished if a normal booking is not made within two weekdays thereafter. The Client accepts that the Company will engage independent subcontractors ("Artists"), who may include without limitation hair and makeup artists, stylists, designers and photographers, to render services on behalf of the Company. Artists are not employees or agents of the Company. The Company has no obligation to pay, among other things, tax in connection with the income of Artists or to pay any superannuation levies to which Artists may be entitled. Artists are not insured under any worker's compensation, public liability or other insurances of the Company. Artists have no authority to make representations on the Company's behalf, to pledge the credit of the Company, or otherwise bind the Company legally. The Company is not responsible for any loss or damage caused in connection with, or as a result of, the act or omission of any Artist.

03. Fees

Unless otherwise agreed by the Company in writing, fees payable to the Company will be calculated according to the current hourly and other rates charged by the Company from time to time in respect of the relevant services. The Company may calculate fees otherwise than according to hourly rates, in which case any fees or prices conveyed to the Client in advance are estimates only. The Company may vary any rates from time to time, except in relation to services already the subject of a booking evidenced by a quotation from the Company. All disbursements and out-of-pocket expenses incurred by the Company in connection with the rendering of services are added to the Company's fees and must be paid by the Client. Such expenses may include (but are not limited to) materials, films, travel, accommodation, telephone calls, fax, freight and courier charges. The Client must also pay to the Company an additional administrative charge equal to 15% of the total of the fees, disbursements and out-of-pocket expenses payable by the Client to the Company.

04. GST

Unless expressly stated to the contrary, all fees payable by the Client are calculated exclusive of GST. If the Company makes any taxable supply to the Client under this Agreement, the Client shall pay to the Company, on provision of a valid tax invoice, an amount equal to the GST which is payable in respect of that taxable supply. If and to the extent that any payment or other consideration to be made or furnished by the Company to a person other than the Client, pursuant to or in connection with this Agreement, may be increased or added to by reference to (or as a result of any increase in the rate of) any GST for which the Company is not entitled to receive and retain an "Input Tax Credit" (as defined in A New Tax System (Goods and Services Tax) Act 1999), the Client shall pay to the Company on demand an amount equal to that increase or the value of that addition. Where the Company has become subject to any penalties or interest as a result of late payment of GST where that late payment is a result of the failure of the Client to comply with this Agreement, then the Client shall pay to the Company an additional amount on demand equal to the amount of those penalties and interest.

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05. Brief

Unless otherwise agreed, the Client shall provide a detailed brief to the Company before services are rendered, which sets out what the Client requires from the shoot. All quotations and estimates are based on the brief provided.

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06. Working Hours

Hourly fees are calculated by reference to each hour, or part of an hour, during which services are rendered to the Client. A 'half day' fee is calculated on a minimum booking of 4 hours; a 'full day' is calculated on a minimum booking of 8 hours. The Company reserves the right to charge a discretionary overtime rate where services are rendered for longer than 8 hours in a day. Services are deemed not rendered during an Artist's first interview with the Client, but services are deemed rendered during pre-production interviews with Artists. Hair and make-up services are deemed rendered during meal breaks. Services are deemed rendered whenever it is necessary to travel beyond a 10km radius of Sydney CBD. Whenever services are rendered beyond that radius the Client must pay for meals and transport. The basic hourly rate applies to services rendered between 8.30am and 5.30pm on non-public holiday weekdays.

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07. Overtime

The time and a half rate applies to services rendered: (a) between 7am and 8.30am on non-public holiday weekdays; (b) between 5.30pm and 12am on non-public holiday weekdays; and (c) on Saturdays. The double-time rate applies to services rendered on Sundays and on public holidays. A special rate applies to services rendered between 12am and 7am on non-public holiday weekdays. The special rate will be determined by the Company but will not be less than the time and a half rate.

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08. Cancellation subject to Weather

When a booking, which was expressly stated in writing to be subject to weather conditions, is cancelled because of bad weather and the same services are simultaneously booked again for the same job: (a) no fee is payable to the Company for the first cancellation of that booking; (b) half of the otherwise applicable fee is payable to the Company for the second cancellation of the booking; (c) the otherwise applicable fee is payable to the Company in full for the third and any subsequent cancellation of the booking and if the applicable services are not re-booked for the job at the time of any cancellation.

09. Cancellation Generally

For bookings cancelled otherwise than according to the above clause: (a) when less than 24 hours' notice is given then the otherwise applicable fee is payable in full; (b) when more than 24 hours' notice is given, but less than 48 hours' notice is given, then half of the otherwise applicable fee is payable. When a booking is made more than 48 hours in advance of a job, a fee will be payable unless the period of notice of cancellation exceeds the advance booking period plus three weekdays. The fee payable by the Client to the Company for such cancellations will be the full fee otherwise payable or, if the Company so elects in its discretion, 50% of that fee.

10. Usage

All photographs taken by Artists are to be used only for the single purpose expressly made known to the Artist or the Company when the Client commissioned the taking of the photographs. If usage is limited by reference of media, to a time period, that period runs from the date on which the photographs are taken. Services will be rendered on a licence basis unless agreed otherwise in writing. The Artist is, and remains, the owner of all right, title and interest in the photographs, including without limitation, all copyright and other intellectual property rights throughout the world. Until the Client pay fees payable to the Company in respect of the photographs, the Client takes no interest or right in the photographs. Upon payment to the Company of all such fees, the Company will cause the Artist to grant the Client an exclusive licence of the copyright in the photographs for the single purpose expressly made known when you commissioned the taking of the photographs. Without limiting the rights of the Company or the Artist, if the photographs are used for any other purpose, the Client must pay the Company such fees as the Company would, in the ordinary course of its business, have charged for that purpose. If the course of media alters between the time of booking to when images are in use by the Client, the Artist may be eligible for an 'uplift fee' between that of original purpose and the final one.

Base Usage Rate ("BUR") is incorporated into the fee, and includes usage as agreed between the parties. All additional media use, territories and time period are calculated on a percentage of this BUR.

11. Payment

Unless otherwise agreed, 50% of the total fee is payable in advance of production. All invoices are payable by the Client to the Company within 30 days from the date of the invoice. The Company may charge interest on overdue invoices at the rate of 10% per annum.

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12. Client Approval

The Client is responsible for having its authorised representative present during all shooting phases to approve the Artist's interpretation of the job. If no representation is present then the Artist's interpretation will be accepted. The Client shall be bound by all approvals and changes made by the Client's representatives. Unless a rejection fee has been agreed in advance there is no right of rejection. The Company will charge 100% of fees, charges and expenses on any reshoot requested by the Client.

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13. Indemnity

The parties agree to indemnify against any liability, loss, damage or expense, including legal fees on an ordinary basis, arising out of the negligent performance of their respective obligations under this Agreement.

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14. Miscellaneous

This Agreement will not be amended, modified, superseded or assigned unless agreed to in writing and signed by both parties.

This Agreement will be governed by, and construed in accordance with, the laws of New South Wales and the parties submit to the jurisdiction of the Courts of New South Wales.

This Agreement contains everything the parties have agreed in relation to its subject matter and neither party can rely on an earlier agreement or representation outside of this Agreement.

To the extent of any conflict between these terms and conditions and any quotation, the terms of the quotation shall prevail.

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