



## HIRE AGREEMENT

The following sets out the terms and conditions (Terms) of the Kindred Cameras (ABN 16 427 017 722) studio and equipment hire services. These Terms, and any other documents incorporated by these Terms, form part of the contract between You and Kindred Cameras when you hire a Studio and/or Equipment from Kindred Cameras.

## OPERATIVE PROVISIONS

### 1. INTERPRETATION

#### 1.1. Definitions

In this Hire Agreement, unless the context otherwise requires:

**"Hirer"** means the person named in this agreement, along with any additional staff, contractors or visitors the Hirer brings into the Building.

**"Building"** means the property at the corner of Docklands Drive and Pearl River Road, Docklands VIC 3008 known as 454 Docklands Drive Docklands Melbourne within The District Docklands;

**"Commencement Date"** means the date of the hire set out in this agreement;

**"Commencement Time"** means the starting time of the hire set out in this agreement;

**"Common Area"** means all parts of the Building not leased or licensed and which are designated by KINDRED CAMERAS at its absolute discretion as common areas;

**"Hire Agreement"** means the licence granted by KINDRED CAMERAS to the Hirer under the terms of this agreement;

**"Equipment"** means equipment held within the Studios and/or hireable equipment;

**"Hire Fee"** means the fee (and any variations of the fee) payable by the Hirer to KINDRED CAMERAS for use of the Studios and/or Equipment

**"Hire Period"** means the length of time the Hirer has access to the Studio, in relation to the Commencement Date and Time;

**"Hire Estimate"** means the expected cost of hire based on the details provided by the Hirer;

**"Studio"** means the area's within the Building designated Studio A and Studio B;

**"Owner"** means the registered or legal owner of the Building;

**"Permitted Use"** means work that is related to photography or video production;

**"Services"** means the services provided by KINDRED CAMERAS;

**"Term"** means the terms set out in the Hire Agreement;

**"You" or Your"** means the Hirer or any additional staff, contractors or visitors the licensee brings into the Building.

**"We" , "Us" or "Our"** means KINDRED CAMERAS and any of its staff

#### 1.2. Interpretation

In these terms and conditions:

1.2.1. the singular includes the plural and vice versa;

1.2.2. a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

1.2.3. a reference to any gender includes all genders;

1.2.4. a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this agreement;

1.2.5. a reference to any party to this Agreement or any other document or arrangement includes that party's agents, executors, administrators, substitutes, successors and permitted assigns; and

1.2.6. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

### 2. HIRE CONDITIONS

2.1. Hirer's must be over the age of 18 to hire the Studio

2.2. In consideration of the Hirer agreeing to Hire Agreement, KINDRED CAMERAS grants the Hirer access to their Studios and/or Equipment for the duration of their hire period for the Studio's Permitted Use.

2.3. Each hire request constitutes a separate offer to hire Studios and/or Equipment.

- 2.4. A Hire is accepted when Kindred Cameras supplies You with written confirmation of the hire, receives payment for the Hire Fee, and you've agreed to the terms and conditions in this Hire Agreement.
  - 2.5. KINDRED CAMERAS staff are entitled to inspect the Studio at any time without prior notice, and to check that Studio is being used in accordance with the Hire Agreement.
  - 2.6. Kindred Cameras grants the Hirer the right to use and occupy the Studio and/or Equipment for the Hire Period. The Terms in the Hire Agreement are in contract only and not capable of assignment, sub-hire or sharing by the Hirer.
  - 2.7. A hirer is permitted to have visitors or contractors accompany them during their Hire Period as long as they are participating in the Hirer's shoot. The hirer is responsible for the behaviour and conduct of their visitors.
    - 2.7.1. KINDRED CAMERAS retains discretion to remove visitors and contractors from the Building without notice or reason.
  - 2.8. Unless terminated earlier in accordance with the provisions set out in the Hire Agreement, the Hire Period commences on the Commencement Date and Commencement Time set out in the Hire Agreement
    - 2.8.1. Access to the Studio is solely for the duration of the Hire Period
  - 2.9. Hirers are asked to keep the noise between them and clients at a reasonable level, and consider the comfort of Kindred Cameras staff members, gallery visitors, the public and other licensees while using the space
  - 2.10. KINDRED CAMERAS is a multi-use creative space, including a gallery and co-working space accessible to our members and the general public. The Hirer consents to these parties occupying the Building during the duration of their hire. Studios can be made private and separated from the rest of the space by using the Studio curtains.
- 3. STUDIO EQUIPMENT**
- 3.1. The Studio comes with basic equipment, such as c-stands and polyboards, included in the Studio Hire Fee, however extra equipment can be hired for an additional fee, including:
    - 3.1.1. Paper Backdrops
    - 3.1.2. Lighting Equipment
  - 3.2. Equipment, both included in the Studio Hire and/or Equipment Hire, must not be taken outside the Building
  - 3.3. Hirer's must not overload the sockets or make excessive use of adaptors.
  - 3.4. Licensees are requested to avoid extension cables trailing across the floor. In the situation that cables create a trip hazard, such as in a thoroughfare, the must be secured safely (e.g. being taped to the floor)
- 4. HIRER'S EQUIPMENT**
- 4.1. Electrical equipment brought onto the property but be tested and tagged in compliance with AS/NZS 3760:2010 within the last 12 months
- 5. HIRER'S OBLIGATIONS**
- 5.1. The Hirer must:
    - 5.1.1. At the end of the Hire Period, vacate the Studio and return any Equipment in a condition consistent with the beginning of the Hire Period, including making good on any damage caused during the Hire Period
      - 5.1.1.1. The Hirer is responsible for, and must pay for all loss or damage caused to the Studio, the Building, or any Equipment used by the Hirer. KINDRED CAMERAS reserves the right to charge the Hirer's credit card or invoice the Hirer to recover the costs of assessment, repair and/or restoration of damaged property or equipment
    - 5.1.2. At the end of the Hire Period, remove the Hirer's property and possessions from the Studio
      - 5.1.2.1. Any property or possessions left in the Studio after 7 days of the end of the Hire Period will be deemed to be abandoned by the Hirer and will become the property of KINDRED CAMERAS
    - 5.1.3. Use the studios for their Permitted Use, unless prior written consent has been received from KINDRED CAMERAS



- 5.1.4. Treat Common Areas, such as the gallery, kitchen, toilets, lounge area and make up room with respect and consideration to other guests in the Building
- 5.1.5. Respond to all communications from KINDRED CAMERAS promptly
- 5.1.6. Not do anything which is or may be a nuisance or annoyance to KINDRED CAMERAS, any other persons allowed by KINDRED CAMERAS to use any part of the Building, any owners or occupiers of the premises adjacent to the building, or the public
- 5.1.7. At its own expense in all respects observe and comply with all legislation and all directions, notices and requirements of any government agency relating to the Hirer's use and occupation of the Studio
- 5.1.8. Not use any items or substance which causes vapour, smoke or fine powder, including power tools and smoke machines, or anything that can trigger smoke or heat detectors without the prior written consent of KINDRED CAMERAS
- 5.1.9. Not do anything within the Studios which may cause any insurance policy taken out by KINDRED CAMERAS to become void or voidable or may cause any claim on any insurance policy taken out by KINDRED CAMERAS being rejected or a premium to be increased;
- 5.1.10. Post a notice on their door clearly stating the Hirer is capturing work that may be unsuitable for certain age groups or that may be offensive or disturbing for some viewers if deemed so by Us. Hirer's must also use the Studio curtains to block off the Studio in these instances.

**6. RISK**

- 6.1. The Hirer acknowledges and agrees that the Hirer occupies and uses the Studio and Building at their own risk

**7. INSURANCE**

- 7.1. The Hire Fee does not include public liability insurance or insurance for the artist's own fixtures, fittings and contents, or damage to the Licensed Area.
- 7.2. **Public Liability**
  - 7.2.1. It is recommended that the Hirer obtain their own Public Liability Insurance to the value of \$10 million for their practice regardless of whether the public are invited in or not.
  - 7.2.2. If an Hirer employs someone in their business they will also be responsible for providing Employer's Liability Insurance
- 7.3. **Property Insurance**
  - 7.3.1. Hirer's will be required to insure their own personal property, belongings, tools and equipment or stock of materials in the event of fire, flood, structural damage or theft.

**8. FEES AND PAYMENT**

- 8.1. The Hirer must pay KINDRED CAMERAS the Hire Fee and Equipment Fee at the time of booking the Studio
- 8.2. Additional fees may be incurred if the Hirer occupies the Studio or uses the Equipment for longer than the Hire Period
- 8.3. If you wish to cancel a confirmed booking, the following cancellation fees may apply:
  - 8.3.1. For cancellations within 1 Day of the commencement of Your booking: 100% of your confirmed fees
  - 8.3.2. For cancellations within 3 Days of the commencement of Your booking: 50% of your confirmed fees
  - 8.3.3. For all other cancellations: 25% of your confirmed fees
  - 8.3.4. If You cancel a confirmed booking, KINDRED CAMERAS may agree to waive the cancellation fees at their sole discretion
- 8.4. KINDRED CAMERAS will provide the Hirer with a tax invoice on request

**9. LOCATION RELEASE**

- 9.1. KINDRED CAMERAS permits the Hirer and their contractors to hold all right, title and interest in, and to, all recordings made in the Studio during the Hire Period, except for any Third Party images that may be on display in the Building.



- 9.2. The Hirer has an unrestricted right to assign, licence or exploit any such recordings without our further consent and without any additional payment to KINDRED CAMERAS.

## 10. TERMINATION OF HIRE

- 10.1. If during the hire period, the Equipment or Studio cannot be used for any reason beyond Our reasonable control, You may terminate the hire agreement and receive a pro-rata refund
- 10.2. KINDRED CAMERAS may terminate the Studio Hire immediately without incurring liability to You where we are unable to provide the Studio or Equipment for occurrences or conditions that are outside our reasonable control
- 10.2.1. KINDRED CAMERAS will refund the Hire Fee and/or the Equipment Fee in these circumstances
- 10.3. If in the reasonable opinion of KINDRED CAMERAS, the Hirer:
- 10.3.1. Breaches one or more covenants or obligations required to be performed under the Hire Agreement
- 10.3.2. Commits a breach that is considered a serious breach of the Hire Agreement or Building Rules

KINDRED CAMERAS is entitled to terminate the Hire immediately

- 10.4. If the hire is terminated under clause 10.3, the Hirer is not entitled to any compensation whatsoever
- 10.5. Termination of the Hire Agreement does not relieve the Hirer from any liability for any previous breach of its covenants and obligations under these Terms. KINDRED CAMERAS is entitled to sue the Hirer for damages for any loss arising from such breach.

## 11. RELEASE AND INDEMNITY

- 11.1. The Hirer releases and indemnifies KINDRED CAMERAS and its officers, servants, agents and contractors from all legal liability arising from the use of the Studio and Building or the conduct of the Hirer's business by the Hirer or any of the Hirer's agents, including:
- 11.1.1. damage to the Building;
- 11.1.2. any claim made by any person for injury, loss or damage arising in any manner; and
- 11.1.3. any loss or damage to any property belonging to the Hirer or other persons located on or outside the Building caused by the Hirer or the Hirer's agents; and
- 11.1.4. any loss, damage, injury or illness sustained or incurred by the Hirer or any of the Hirer's agents.

## 12. PRIVACY

- 12.1. The Hirer accepts that the Building is fitted with surveillance cameras and they made by recorded while operating within the space
- 12.2. KINDRED CAMERAS collects personal information in order to provide equipment and services in accordance with these Terms.

## 13. SMOKING, DRUGS AND ALCOHOL

- 13.1. **Smoking**
- 13.1.1. No smoking is allowed anywhere within Kindred Cameras. This includes open spaces. Smokers must find an area at least 3 metres away from the entrances to the property and building to smoke and must dispose of cigarette butts in suitable waste containers.
- 13.1.2. Failure to comply with this rule may result in KINDRED CAMERAS terminating the hire as a breach of the agreement
- 13.2. **Drugs and Alcohol**
- 13.2.1. A Hirer must not bring any kind of illegal drugs into the studios or attend the studios under the influence of an illegal drug.
- 13.2.2. An Hirer must not:
- 13.2.2.1. Bring alcohol into the Studio or consume alcohol at the Studio unless first obtaining the written consent of Kindred Cameras (which can be withheld in their sole discretion); or



**13.2.2.2.** Attend the Studio while under the influence of alcohol.

Failure to comply with this rule may result in the Hire Agreement being terminated.

**14. ENTIRE AGREEMENT**

**14.1.** These Terms are governed by the law of Victoria