



Free Gallant

THE STUDIO

Terms and Conditions

Effective Date: 02/01/2022

These Terms and Conditions apply to the booking of our studio facilities. By making a booking for Free Gallant studio, you acknowledge you have read and understood and accept these Terms and Conditions.

Our facilities

We will make the live room and/or lobby available to you for the duration of your agreed booking for your project. Unless booking is for an event, only people directly involved in the project are permitted to come to the studio during your booking and we reserve the right to require any person not involved to leave the premises.

Confirmation of bookings

We will confirm your booking with a "Booking Confirmation" email. Until a booking is confirmed, our rates, policies, and equipment may change without notice. It is your responsibility to set limitations on all expenses arising from any booking. Any limitations on expenses should be clearly expressed to us before commencing any booking.

Our rates and fees

A 50% non refundable deposit is due at time of booking to secure your date in advance of the commencement of your booking. Unless we approve any other payment arrangement in writing before the completion of your booking, we require payment in full 72 hours before the start of your booking.

Non Event Hourly Bookings and Overtime

You are responsible for the timely arrival of yourself and personnel to your booking. Charges will start from the booked time and run for the booked period. You are also responsible for ensuring the booked period will be enough for your needs. Overtime will be charged in 30-minute blocks, if the studio is still available after the period, and if nothing else is booked. Non event weekend bookings must be within 3 weeks.

Event Booking and Overtime

You are responsible for managing your event(s) in accordance with the set times provided by Free Gallant or otherwise agreed. Any overtime will be charged at full hourly rates. All events require approval.

Cancellations and Rescheduling

Please only book when you are certain you can attend the time(s) you book as all deposits are non refundable. Once a booking is confirmed, cancellation of a booking will result in forfeiture of deposit, unless booking is rescheduled. A booking can be rescheduled up until 72 hours before the confirmed booking start time.

Our responsibilities

We will supply all facilities and/or equipment in good working order for your booking. In the unlikely event of a failure or breakdown or unavailability for any reason on our part which effects your booking, we shall have the option of either replacing (as soon as can reasonably be arranged) the facilities which have been lost because of the studio breakdown or credit or refund to you some or all of any booking fee already paid as a full remedy.

Your responsibilities

Clients are responsible for:

- ensuring the suitability of our studio for your purpose;
- The timely arrival of yourself and your personnel.
- the costs of any third party equipment you hire for your booking;
- the costs of any damage upon or to our property whilst on the premises ;

- any costs and expenses we incur on your behalf at your request;
- any and all loss or damage to your equipment used at the studio, which shall be at the sole risk of you as the client;
- the technical ability of any personnel engaged by you;
- any acts and omissions of your personnel (including in relation to our studios rules or the health and safety of our staff and clients

Occupational health and safety

While on our premises, you and your personnel must comply with our occupational health and safety guidelines. We reserve the right to refuse use of any equipment on our premises if, in our opinion, that equipment exposes our property or personnel to risk of loss or damage, is unsafe or breaches occupational health and safety laws including failure to comply with Health & Safety Standards.

Studio rules

- Free Gallant studio is a smoke free and drug free environment. No smoking or drug taking is permitted anywhere inside the premises by you or your personnel. A smoking area may be provided outside the building. If you or your personnel are found to have been smoking or drug taking inside the premises, a \$500 cleaning fee will be charged and the remainder of your session may be canceled without refund.
- Please help us to keep the studio tidy by placing any trash in the bins provided.
- There is on site parking however we do not take any responsibility for any damage or loss incurred as a result of parking on site. Guidance will be given on arrival or booking on where to park. Please park considerately.
- Event bookings are limited to a maximum capacity of 360 people. Non event bookings are limited to parties no greater than 25 people without prior approval.
- Any alcohol must be served by a TABC licensed bartender. Plastic or aluminum containers only. No glass containers allowed without written consent. All events with alcohol require security.
- Catering is allowed.
- No open flames, confetti, glitter, sand or other hard to clean particles without written consent.
- Water based smoke machines allowed with prior approval

At the end of a booking

Clients must vacate the studio and remove any equipment or items you brought or hired for your project at the end of your booking. If you do not remove all such equipment or items at the end of your booking you may be liable for such reasonable charges for the continued storage of those items. If you do not collect any equipment or items left behind 14 days after further notice from us to collect those items, we will dispose of those equipment or items without further notice to you.

Liability

Notwithstanding any other provision contained within these Terms and Conditions, we will not be liable to you (and any of your personnel) for any indirect or consequential loss or damage, loss of profits or goodwill or anticipated savings arising from any fault in the studio or any act or omission of Free Gallant or its directors, employees, subcontractors in providing our services to you. Whilst every effort is made to ensure reasonable security at our studio, we accept no liability for loss, theft or damage to your property whilst on our premises.

Indemnity

You indemnify Free Gallant and its directors, employees subcontractors and agents against all and any losses, damages or claims by third parties howsoever arising in respect of any loss or damage to any property, personal injury or death, breach of contract or breach of law caused by any act or omission by you or your personnel. You are liable for all and any losses, damages or claims in respect of any loss or damage to any of our property, personal injury, breach of contract or breach of law caused by any act or omission by you or your personnel.