STUDIO BLANKO

TERMS AND CONDITIONS OF HIRE

Rouse Hill, NSW

Effective date: 1 September 2026

ABOUT THESE TERMS

These Terms and Conditions apply to the hire and use of Studio Blanko, its facilities, furniture, equipment and associated services. By signing a Booking Confirmation, accepting a quotation, making a payment or using the Venue, the Hirer agrees to these Terms and Conditions. The version of these Terms provided to the Hirer with the Booking Confirmation applies to that Booking.

1. DEFINITIONS

Australian Consumer Law or ACL: means Schedule 2 to the *Competition and Consumer Act* 2010 (Cth).

Booking: means a confirmed reservation for use of the Venue.

Booking Confirmation: means the quotation, invoice, booking form or written confirmation issued by Studio Blanko specifying the Booking details.

Booking Price: means the total price for the Booking stated in the Booking Confirmation, including GST.

Business Day: means a day other than a Saturday, Sunday or public holiday in Sydney, New South Wales.

Equipment: means lighting, photography equipment, furniture, props, backdrop systems, appliances, audio-visual equipment and any other items supplied by Studio Blanko.

Event Booking: means a booking primarily for an event, function, celebration, workshop, corporate event or similar gathering.

Event Date: means the date of the Event Booking stated in the Booking Confirmation.

Hirer: means the person or entity entering into the Booking with Studio Blanko.

Hire Period: means the period stated in the Booking Confirmation and includes all bump-in, setup, photography or event activity, pack-down and bump-out.

House Rules: means the operational and safety rules issued by Studio Blanko under clause 36.

Participants: means the Hirer's employees, contractors, photographers, videographers, suppliers, models, guests, invitees and other persons attending the Venue in connection with the Booking.

Security Bond: means the refundable bond or payment-card pre-authorisation required under clause 5.

Studio Booking: means a booking primarily for photography, videography, content creation, production or a similar studio use.

Studio Blanko: means Razbello Group Pty Ltd [ABN: 12 695 441 126] trading as Studio Blanko.

Venue: means Studio Blanko at Unit 15, 9 Hare Place, Rouse Hill NSW 2155 and those areas identified in the Booking Confirmation.

2. BOOKINGS

2.1 All Bookings are subject to availability.

2.2 A tentative enquiry or quotation does not reserve the Venue.

2.3 A Booking becomes confirmed only when:

- Studio Blanko has accepted the Booking;
- the payment required under clause 3 or clause 4 has been received and cleared; and
- any information or documentation reasonably required by Studio Blanko has been supplied.

2.4 The Hirer must be at least 18 years old and must have authority to enter into the Booking.

2.5 Studio Blanko may reasonably request identification, business details, event information, supplier details or other information necessary to assess and administer the Booking.

3. STUDIO BOOKINGS – PAYMENT

3.1 Unless otherwise stated in the Booking Confirmation, Studio Bookings must be paid in full at the time of booking.

3.2 The Booking is not secured until payment has cleared.

3.3 Equipment or optional extras added after confirmation must be paid for before commencement of the Hire Period unless Studio Blanko agrees otherwise.

4. EVENT BOOKINGS – PAYMENT

4.1 Unless otherwise stated in the Booking Confirmation, 30% of the total Booking Price is payable to secure the Booking.

4.2 The remaining balance must be paid 30 days before the Event Date.

4.3 Where an Event Booking is made less than 30 days before the Event Date, payment in full is required to confirm the Booking.

4.4 Studio Blanko is not required to provide access to the Venue while any amount due under the Booking remains unpaid.

5. SECURITY BOND

5.1 Studio Blanko may require a refundable Security Bond as a condition of the Booking. The amount of the Security Bond, and whether it is taken as a payment or as a payment-card pre-authorisation, will be stated in the Booking Confirmation before the Hirer is required to pay it.

5.2 Unless otherwise stated in the Booking Confirmation, the Security Bond is:

- Studio Booking with equipment: $300
- Standard Event Booking: $1,000
- Higher-risk Event Booking: up to $1,500

5.3 The applicable Security Bond, and the reason a higher-risk bond applies, will be disclosed to the Hirer in writing before the Booking is confirmed.

5.3A A pre-authorisation is a hold placed on the Hirer's payment card and is not a charge. Studio Blanko will release the hold in accordance with clause 5.6.

5.4 The Security Bond may be applied only toward amounts reasonably and actually incurred by Studio Blanko as a result of:

- damage to the Venue or Equipment;
- missing Equipment or property;
- excessive cleaning;
- rubbish removal;
- unauthorised overtime;
- additional security or staff reasonably required because of the Hirer's or Participants' conduct; or
- another amount properly payable by the Hirer under these Terms and notified to the Hirer under clause 5.5.

5.5 Before applying any part of the Security Bond, Studio Blanko will give the Hirer written notice setting out the amount, what it is for, and reasonable supporting evidence such as photographs, invoices or quotes. Where a deduction cannot practicably be notified in advance, that notice will be given within 5 Business Days after the deduction.

5.6 Any remaining bond will ordinarily be returned within 5–7 business days following inspection of the Venue.

5.7 Where the reasonable cost exceeds the bond, the Hirer remains responsible for the balance of that reasonable and evidenced cost.

6. CANCELLATIONS – STUDIO BOOKINGS

6.1 Cancellation or rescheduling requests must be made in writing.

6.2 Where at least 48 hours' notice is provided, the Hirer may transfer the Booking once to another available date within 90 days, subject to availability.

6.3 A transferred Booking may not be transferred a second time unless Studio Blanko agrees in writing.

6.4 Where less than 48 hours' notice is provided, Studio Blanko may retain or charge an amount equal to its reasonable loss arising from the cancellation, up to the amount paid for the Booking. Any balance will be refunded within 10 Business Days.

6.5 Where Studio Blanko is able to rebook the cancelled Hire Period, Studio Blanko will reduce the applicable cancellation charge to reflect the loss avoided.

6.6 Nothing in this clause limits rights or remedies that cannot lawfully be excluded under the Australian Consumer Law.

6.7 On request, Studio Blanko will give the Hirer a written summary of how a cancellation charge was calculated.

6.8 Where Studio Blanko cancels a Studio Booking, clause 32 applies.

7. CANCELLATIONS – EVENT BOOKINGS

7.1 Event cancellations must be made in writing.

7.2 Unless otherwise stated in the Booking Confirmation, the following maximum cancellation charges apply:

- More than 90 days before the Event Date: up to 15% of the Booking price.
- 61–90 days before the Event Date: up to 30% of the Booking price.
- 31–60 days before the Event Date: up to 50% of the Booking price.
- 30 days or less before the Event Date: up to 100% of the Booking price.

7.3 The actual amount retained or payable will not exceed Studio Blanko's reasonable loss arising from the cancellation, having regard to matters including administrative costs, commitments already incurred, the likelihood of replacing the Booking and revenue reasonably lost from reserving the date.

7.4 Amounts paid above the applicable cancellation charge will be refunded within 10 Business Days of the cancellation taking effect.

7.5 Studio Blanko may, at its discretion, offer a transfer or credit instead of a cancellation charge.

7.6 Nothing in these Terms excludes rights that cannot lawfully be excluded under the Australian Consumer Law.

8. RESCHEDULING EVENT BOOKINGS

8.1 Requests to change an Event Date are subject to availability.

8.2 Studio Blanko will permit one transfer to another available date where the request is made at least 30 days before the Event Date and a suitable date is available. Any further transfer is at Studio Blanko's discretion.

8.3 A change of date may result in an adjustment to the Booking Price to reflect:

- the pricing applying to the new date;
- seasonal or weekend pricing differences;
- supplier costs already incurred; and
- reasonable administration or rescheduling costs.

8.4 A change is not confirmed until Studio Blanko confirms the new date in writing.

8.5 Studio Blanko will notify the Hirer of any adjustment to the Booking Price before the change is confirmed. If the Hirer does not accept the adjustment, the Hirer may withdraw the request and the original Booking continues on its existing terms, or cancel the Booking under clause 7.

8.6 Where a transferred Event Booking is subsequently cancelled, the cancellation charge under clause 7.2 is calculated by reference to the original Event Date.

9. HIRE PERIOD

9.1 The Hire Period includes:

- bump-in;
- deliveries;
- setup;
- photography or filming;
- event time;
- styling;

- cleaning undertaken by the Hirer;
- pack-down; and
- bump-out.

9.2 The Venue must be completely vacated by the end of the Hire Period unless otherwise agreed.

9.3 Arriving late does not extend the Hire Period.

10. OVERTIME

10.1 Overtime is subject to availability and Studio Blanko's operating restrictions.

10.2 Approved overtime will be charged at 1.5 times the equivalent hourly hire rate, and unauthorised overtime at 2 times that rate, in each case calculated in minimum 30-minute increments.

10.3 Additional staffing, security, cleaning or other costs caused by overtime may also be charged where reasonably incurred.

10.4 Studio Blanko may require the Booking to end at the contracted time where another Booking, licensing condition, noise requirement or operational restriction prevents an extension.

11. VENUE CAPACITY AND USE

11.1 The Venue may only be used for the purpose stated in the Booking Confirmation.

11.2 The Hirer must not exceed the maximum occupancy stated in the Booking Confirmation or permitted by law, whichever is lower.

11.3 The Hirer must not conduct unlawful, dangerous, offensive or unauthorised activity at the Venue.

11.4 Studio Blanko may stop any activity that reasonably presents an immediate safety risk, threatens serious damage to property, breaches applicable law or licence conditions, or materially interferes with neighbouring properties, and may end the Booking under clause 32A.

11A. RESTRICTED USE AND CONTENT

11A.1 The Venue must not be used for the production of adult, sexually explicit or pornographic content, or for content that is unlawful, defamatory, discriminatory, or that incites violence or hatred.

11A.2 Nude or partially nude photography for artistic, boudoir, maternity or fine-art purposes requires Studio Blanko's prior written approval. Where approval is given, the set must be closed, every subject must be at least 18 years of age, and the Hirer must hold written consent from each subject.

11A.3 The Hirer must not hold the Venue out as its own premises, and must not use images of the Venue in a way that suggests Studio Blanko endorses the Hirer, its business or its content.

11A.4 The Hirer must not photograph, film or measure the Venue for the purpose of reproducing, marketing or operating a competing venue.

11A.5 A breach of this clause is a material breach of these Terms and clause 32A applies

12. CHILDREN AND MINORS

12.1 A person under 18 years of age must be supervised by a responsible adult at all times while at the Venue..

12.2 Children must not climb on, pull, move or play with:

- lighting stands;
- backdrop frames;
- electrical equipment;
- furniture not intended for climbing;
- the Ladder;
- photography equipment; or

- other potentially hazardous equipment.

12.3 The Hirer is responsible for ensuring Participants responsible for children understand these requirements.

12.4 Studio Blanko may require a stated adult-to-child supervision ratio for a Booking at which a large number of children will be present. Any such requirement will be disclosed before the Booking is confirmed.

13. PHOTOGRAPHY AND STUDIO EQUIPMENT

13.1 Equipment supplied by Studio Blanko must be used:

- only for its intended purpose;
- in accordance with reasonable operating instructions; and
- by persons competent to use that Equipment.

13.2 Equipment must not be removed from the Venue without written permission.

13.3 The Hirer must immediately notify Studio Blanko of Equipment malfunction, loss or damage.

13.4 The Hirer must not attempt to repair or modify Equipment.

13.5 Subject to applicable law, the Hirer is responsible for loss or damage to Equipment caused by the Hirer or Participants, excluding fair wear and tear.

13.6 Repair or replacement charges will be based on the reasonable cost of restoring or replacing the affected item with an equivalent item.

13.7 Studio Blanko does not warrant that particular Equipment will be suitable for every photographic, video or production requirement. Hirers should confirm critical equipment requirements before booking.

13.8 A folding ladder approximately 4 metres high (**Ladder**) is kept at the Venue, secured by a combination lock. The Hirer may request access to the Ladder.

13.9 The Ladder may only be used by a competent adult, on a firm and level surface, and not while children or guests are in the immediate area. Immediately after use, the Hirer must return the Ladder to storage, re-lock it and scramble the combination, and must not share the combination with anyone else.

13.10 Use of the Ladder is at the Hirer's risk. To the extent permitted by law, Studio Blanko is not liable for any loss, damage or injury arising from its use, except to the extent caused by Studio Blanko's negligence or a defect in the Ladder. Clause 31 applies to any claim arising from use of the Ladder by the Hirer or a Participant.

14. BACKDROPS AND CONSUMABLES

14.1 Reasonable use of nominated studio backdrops may be included where stated in the Booking Confirmation.

14.2 Seamless paper used on the floor is a consumable item.

14.3 Studio Blanko may charge an additional amount, disclosed before use where practicable, where a Hirer requests fresh backdrop paper or uses/damages materially more paper than the amount included in the Booking.

14.4 Backdrops must not be cut, painted, permanently marked or altered without approval.

15. FURNITURE AND STYLING ITEMS

15.1 Included furniture may be repositioned carefully within permitted areas.

15.2 Furniture must be returned to its original location before the Hire Period ends unless otherwise agreed.

15.3 Furniture must not be dragged across flooring.

15.4 Furniture, props and styling items must not be taken outside or removed from the Venue without approval.

16. CLEANING AND RUBBISH

16.1 Standard post-booking cleaning is included only where stated in the Booking Confirmation.

16.2 The Hirer must:

- remove personal property and decorations;
- place rubbish in designated areas;
- remove externally supplied equipment;
- leave kitchen and preparation areas reasonably tidy;
- clean significant spills immediately where safe to do so; and
- return the Venue to a reasonably tidy condition.

16.3 Excessive cleaning may be charged at Studio Blanko's reasonable cleaning cost.

16.4 Excessive cleaning may include cleaning arising from confetti, glitter, wax, adhesives, paint, food, cake smashes, excessive rubbish, stains or other material beyond normal use.

16.5 Glitter and other difficult-to-remove materials must not be used without prior approval. Where glitter, confetti or similar materials are approved, an additional cleaning fee stated in the Booking Confirmation may apply

17. DAMAGE

17.1 The Hirer must promptly report any damage.

17.2 The Hirer is responsible for damage caused by the Hirer or Participants beyond fair wear and tear.

17.3 Studio Blanko may recover the reasonable cost of repair, specialist cleaning or replacement.

17.4 Studio Blanko will provide reasonable evidence of significant damage charges upon request.

18. DECORATIONS AND INSTALLATIONS

18.1 Decorations, signage, balloons, floral installations, backdrops and temporary structures must be installed without damaging the Venue.

18.2 No drilling, screwing, nailing, permanent adhesive or fixing into walls, floors, ceilings, doors or fixtures is permitted without prior written approval.

18.3 Open flames, smoke machines, haze machines, pyrotechnics and similar effects require prior approval and may be prohibited.

18.4 The Hirer is responsible for removing all decorations and installation materials within the Hire Period.

19. EXTERNAL SUPPLIERS

19.1 External photographers, caterers, stylists, decorators, entertainers and other suppliers may be used subject to Studio Blanko's reasonable venue requirements.

19.2 Studio Blanko may require an external supplier to provide, before that supplier is permitted to work at the Venue, evidence of current public liability insurance of not less than $20 million and of any licence or qualification required for its activity.

19.3 The Hirer remains responsible for ensuring its suppliers comply with these Terms.

20. ALCOHOL

20.1 The Venue is not licensed under the *Liquor Act* 2007 (NSW). Studio Blanko does not sell, supply or serve alcohol at the Venue, and no part of the Booking Price is referable to alcohol.

20.2 Alcohol may be brought to and consumed at the Venue on a bring-your-own basis only, where permitted by law and by these Terms.

20.3 The Hirer must not, and must ensure that no Participant or supplier does, sell or supply alcohol at the Venue for any consideration. This includes a cash bar, a bar tab charged to guests, a bar operated for donations, and a ticket or entry price that includes alcohol.

20.4 Where the Hirer wishes to sell or supply alcohol for consideration, the Hirer must obtain a limited licence (single function) from Liquor & Gaming NSW at its own cost and provide a copy to Studio Blanko at least 10 Business Days before the Event Date. Studio Blanko may refuse to permit the activity if a copy is not provided.

20.5 The Hirer is responsible for the responsible service and consumption of alcohol at the Venue, and must ensure that the Hirer, all Participants and all suppliers comply with the *Liquor Act* 2007 (NSW) and Responsible Service of Alcohol (**RSA**) requirements.

20.6 Alcohol must not be supplied to a person under 18 years of age or to an intoxicated person.

20.7 Studio Blanko may require, as a condition of the Booking, that the Hirer engage at its own cost one or more persons holding a current RSA competency card to manage the service of alcohol, or licensed security, or both. Studio Blanko will decide whether to impose that requirement having regard to matters including expected attendance, the nature and duration of the Event, the hours of the Booking, whether persons under 18 will attend, and any relevant history, and will notify the Hirer of the requirement in the Booking Confirmation or, where the relevant circumstances change, as soon as reasonably practicable afterwards.

20.8 Where the Hirer does not comply with a requirement under clause 20.7, Studio Blanko may refuse to permit alcohol at the Booking.

20.9 Studio Blanko may stop the consumption or supply of alcohol, refuse entry to or remove an intoxicated person, or end the Booking under clause 32A, where reasonably necessary to comply with the law or to protect the safety of persons or property.

20.10 Alcohol must not be taken outside the boundary of the Venue, including into the car park, driveways or common property of the building.

20.11 The Hirer indemnifies Studio Blanko in accordance with clause 31 against any loss, penalty, fine or liability arising from a breach of this clause 20.

20.12 Nothing in this clause prevents Studio Blanko from holding a licence, or obtaining a limited licence, in respect of an event conducted by Studio Blanko itself.

21. FOOD AND CATERING

21.1 The Hirer is responsible for ensuring external caterers comply with applicable food-safety requirements.

21.2 Cooking or catering equipment may only be used in approved areas.

21.3 Oils, grease, food waste and other substances must be disposed of appropriately and must not be discharged into inappropriate sinks or drains.

22. ELECTRICAL EQUIPMENT

22.1 Electrical equipment brought onto the Venue must be safe, properly maintained and appropriate for commercial use.

22.2 Electrical equipment brought onto the Venue by the Hirer, a Participant or a supplier for an Event Booking or a commercial production must have current electrical testing and tagging in accordance with AS/NZS 3760, and evidence must be provided on request.22.3 Power outlets must not be overloaded.

23. NOISE AND NEIGHBOURS

23.1 The Hirer must comply with any noise restrictions applying to the Venue.

23.2 Amplified music must cease or be reduced when required under any applicable approval, licence or lawful direction.

23.3 Participants must behave respectfully when arriving at and leaving the Venue.

23A. BUILDING, COMMON PROPERTY AND PARKING

23A.1 The Venue forms part of a larger building. The Hirer and all Participants must comply with the building rules and any by-laws notified by Studio Blanko.

23A.2 Common property, driveways, loading areas, fire stairs, fire exits and neighbouring tenancies must not be obstructed at any time.

23A.3 Parking is limited to the spaces identified in the Booking Confirmation. Spaces allocated to neighbouring tenancies must not be used.

23A.4 Deliveries, bump-in and bump-out must occur within the Hire Period and within any hours notified by Studio Blanko.

23A.5 The Hirer is responsible for the reasonable cost of any claim, fine, levy or charge incurred by Studio Blanko as a result of a breach of this clause.

24. SMOKING AND VAPING

24.1 Smoking and vaping are prohibited inside the Venue and may only occur in any designated external area permitted by Studio Blanko.

25. SECURITY AND CCTV

25.1 CCTV may operate in appropriate common, entrance and security areas of the Venue for security, safety and property-protection purposes.

25.2 CCTV will not be installed in bathrooms, change areas or other places where individuals would reasonably expect privacy.

25.3 CCTV footage will be handled in accordance with applicable law and Studio Blanko's privacy practices.

25A. ACCESS, KEYS AND SECURITY CODES

25A.1 Access to the Venue is by the method notified by Studio Blanko for the Booking.

25A.2 Access codes, keys and fobs are personal to the Hirer, must not be shared, copied, published or posted, and must be returned at the end of the Hire Period.

25A.3 The Hirer must secure the Venue on departure, including closing and locking all doors and windows, switching off Equipment and appliances, and setting any alarm.

25A.4 Studio Blanko may recover its reasonable cost of re-keying, re-coding or attending a call-out where a key or fob is lost, an access code is shared or published, or the Venue is left unsecured.

25A.5 Studio Blanko and its staff may enter the Venue during the Hire Period for safety, maintenance or compliance reasons, and will do so with as little disruption as is reasonably practicable.

26. PERSONAL PROPERTY

26.1 Hirers and Participants are responsible for their own property.

26.2 Studio Blanko is not responsible for property left unattended, lost or forgotten except to the extent loss is caused by Studio Blanko's negligence or where liability cannot lawfully be excluded.

26.3 Property remaining at the Venue after a Booking will be held for 14 days. Studio Blanko will make reasonable attempts to contact the Hirer during that period, after which the property may be donated or disposed of in accordance with applicable law.

27. PHOTOGRAPHY AND CONTENT RIGHTS

27.1 Except where otherwise agreed, Studio Blanko does not claim ownership of photographs, video, audio or other content created by the Hirer or Participants during a Booking.

27.2 Booking the Venue does not grant the Hirer any ownership or exclusive right in Studio Blanko's name, trademarks, branding or intellectual property.

27.3 Studio Blanko will not use identifiable client imagery for marketing without appropriate permission where consent is required.

27.4 The Hirer warrants that it holds all consents and releases necessary from persons appearing in content created at the Venue.

27.5 Where the Hirer publishes content that identifies or tags the Venue, Studio Blanko may reshare that content on its own channels with attribution to the Hirer. The Hirer may withdraw that permission at any time by written notice.

28. SAFETY AND EMERGENCIES

28.1 Hirers and Participants must comply with:

- emergency procedures;
- evacuation instructions;
- safety signage;
- lawful directions from Studio Blanko staff; and
- applicable work health and safety requirements.

28.2 Emergency exits, fire equipment and access paths must remain unobstructed.

29. INSURANCE

29.1 Studio Blanko maintains public liability insurance appropriate to its operations.

29.2 The Hirer must hold, and must ensure that each of its suppliers holds, current public liability insurance of not less than $20 million in respect of every Event Booking and every commercial production Booking, and must provide a certificate of currency on request.

29.3 Any insurance requirement will be communicated before the Booking or before the relevant activity is undertaken.

30. RESPONSIBILITY FOR PARTICIPANTS

30.1 The Hirer is responsible for ensuring that Participants attending under the Hirer's Booking comply with these Terms and reasonable Venue rules.

31. INDEMNITY

31.1 To the extent permitted by law, the Hirer indemnifies Studio Blanko against third-party loss, damage, liability or expense to the extent caused by the negligent or wrongful act or omission of the Hirer or Participants, or a material breach of these Terms by the Hirer, reduced proportionately to the extent that Studio Blanko, its staff or its contractors caused or contributed to the loss.

31.2 This clause does not require the Hirer to indemnify Studio Blanko for loss to the extent caused by Studio Blanko's negligence, wrongful act or breach of law.

31.3 Studio Blanko must take reasonable steps to mitigate any loss to which an indemnity under this clause applies.

31.4 Studio Blanko must notify the Hirer promptly of any third-party claim to which this indemnity may apply, and must not settle or compromise that claim without the Hirer's consent, which must not be unreasonably withheld.

31.5 This indemnity does not extend to indirect or consequential loss, or to loss to the extent that it is recovered or recoverable under Studio Blanko's insurance.

31A. LIMITATION OF LIABILITY

31A.1 Nothing in this clause excludes, restricts or modifies any guarantee, right or remedy under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

31A.2 Subject to clause 31A.1, Studio Blanko is not liable to the Hirer for any indirect or consequential loss, or for loss of profit, loss of revenue, loss of opportunity, loss of reputation, loss of images, footage or data, the cost of a re-shoot, or the cost of a substitute venue.

31A.3 Subject to clause 31A.1, Studio Blanko's total liability to the Hirer in connection with a Booking is limited in aggregate to the Booking Price paid by the Hirer for that Booking.

31A.4 Where the Venue or any Equipment is unavailable or fails and Studio Blanko is at fault, Studio Blanko will, at the Hirer's election, supply an equivalent alternative where one is reasonably available, extend the Hire Period by an equivalent period, or refund the part of the Booking Price referable to what was not supplied.

31A.5 Where the services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Studio Blanko's liability for a failure to comply with a consumer guarantee is limited, at Studio Blanko's election, to supplying the services again or paying the cost of having them supplied again.

31A.6 Each party's liability is reduced to the extent that the other party caused or contributed to the loss.

32. STUDIO BLANKO CANCELLATION

32.1 Studio Blanko may cancel or suspend a Booking where , for reasons beyond Studio Blanko's reasonable control, the Venue cannot reasonably or lawfully be supplied, including because of:

- material damage to the Venue;
- emergency;
- loss of essential services;
- government direction;
- safety risk; or
- another circumstance making the Booking unlawful or unsafe.

32.2 Where Studio Blanko cancels a Booking and the cancellation was not caused by the Hirer, Studio Blanko will , at the Hirer's election:

- transfer to a mutually agreed available date; or
- refund of amounts paid for services that Studio Blanko is unable to supply.

32.3 Nothing in this clause limits the Hirer's rights under the Australian Consumer Law.

32.4 A refund under this clause will be paid within 10 Business Days.

32A. SUSPENSION, TERMINATION AND REMOVAL

32A.1 Studio Blanko may end a Booking immediately and require the Hirer and all Participants to leave the Venue where there is a serious and immediate safety risk, where conduct at the Venue is unlawful or materially breaches these Terms, where the maximum occupancy is exceeded, where a requirement imposed under clause 20.7 is not met, or where an amount due remains unpaid after written notice.

32A.2 Before ending a Booking under this clause, Studio Blanko will give the Hirer a reasonable opportunity to remedy the issue, unless the issue cannot be remedied or there is an immediate risk to safety or property.

32A.3 Where a Booking is ended under this clause, the Hirer is not entitled to a refund, except to the extent that retaining the amount paid would exceed Studio Blanko's reasonable loss.

32A.4 Studio Blanko may refuse entry to, or remove from the Venue, any person who is intoxicated, violent, threatening, or in breach of these Terms.

32A.5 Ending a Booking under this clause does not affect any other right or remedy of either party.

33. EVENTS OUTSIDE EITHER PARTY'S REASONABLE CONTROL

33.1 Neither party will be responsible for delay or non-performance caused by an event outside that party's reasonable control except for obligations already accrued.

33.2 The parties will act reasonably and in good faith to determine whether the Booking can be rescheduled.

33.3 Any cancellation charge or refund will take into account services already performed, unavoidable costs reasonably incurred and any rights under applicable law.

34. AUSTRALIAN CONSUMER LAW

34.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or other protection that cannot lawfully be excluded or modified under the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law.

35. CHANGES TO BOOKING DETAILS

35.1 Any change to the Booking's date, time, purpose, expected attendance, equipment, layout or services is subject to Studio Blanko's approval and may result in an adjustment to the Booking price.

35.2 Any price adjustment will be disclosed before the change is confirmed, and the Hirer may decline the change, in which case the Booking continues on its existing terms.

36. HOUSE RULES

36.1 Studio Blanko may maintain reasonable House Rules concerning operational and safety matters.

36.2 House Rules applicable to a Booking will be made available to the Hirer and form part of these Terms. House Rules will be provided to the Hirer before the Booking is confirmed.

36.3 Where there is an inconsistency between these documents, the following order of precedence applies: first, any provision of these Terms giving effect to a right that cannot lawfully be excluded; second, the Booking Confirmation; third, the balance of these Terms; and fourth, the House Rules.

37. PRIVACY

37.1 Personal information collected in connection with a Booking will be handled in accordance with applicable privacy laws and Studio Blanko's Privacy Policy. Studio Blanko's Privacy Policy is available at [insert URL].

37.2 CCTV footage may be used to investigate an incident, a damage claim or a suspected breach of these Terms, and may be provided to insurers, police or a regulator where lawful.

38. GOVERNING LAW

38.1 These Terms are governed by the laws of New South Wales, Australia.

38.2 The parties submit to the jurisdiction of the courts and tribunals of New South Wales and any courts competent to hear appeals from them.

38A. DISPUTE RESOLUTION

38A.1 A party with a dispute must notify the other in writing, setting out the dispute and the outcome sought.

38A.2 The parties must confer, in person or by telephone or video, within 10 Business Days of that notice and use reasonable endeavours to resolve the dispute in good faith.

38A.3 If the dispute is not resolved within 20 Business Days of the notice, either party may commence proceedings or, where it has jurisdiction, refer the matter to the NSW Civil and Administrative Tribunal.

38A.4 This clause does not prevent either party from seeking urgent interlocutory relief.

38B. NOTICES

38B.1 A notice under these Terms must be in writing and sent to the email address stated in the Booking Confirmation or to any other address notified in writing.

38B.2 A notice sent by email is taken to be received at the time of sending, unless the sender receives a delivery failure notification.

38B.3 A notice taken to be received after 5.00pm, or on a day that is not a Business Day, is taken to be received at 9.00am on the next Business Day.

38C. GENERAL

38C.1 Studio Blanko may amend these Terms from time to time. The version of these Terms provided to the Hirer at the time of the Booking Confirmation applies to that Booking, and an amendment does not affect a Booking already confirmed.

38C.2 The Hirer must not assign, transfer, resell or sublicense a Booking without Studio Blanko's prior written consent. Studio Blanko may assign these Terms on a sale of its business, on notice to the Hirer.

38C.3 If a provision of these Terms is void, unenforceable or unlawful, it is severed and the remaining provisions continue in force.

38C.4 A failure or delay by a party in exercising a right is not a waiver of that right.

38C.5 These Terms, the Booking Confirmation and the House Rules record the entire agreement between the parties and replace any earlier representation or understanding, except that nothing in this clause limits liability for misleading or deceptive conduct.

38C.6 Clauses 5, 13, 17, 26, 27, 31, 31A, 37, 38 and 38A survive the end of a Booking.

39. ACCEPTANCE

39.1 The Hirer acknowledges that they have had an opportunity to review these Terms before confirming the Booking.

39.2 Acceptance may occur by:

- signing the Booking Confirmation;
- accepting these Terms electronically;
- paying an amount toward the Booking; or
- otherwise confirming the Booking after receiving these Terms.

STUDIO BLANKO

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