

MARIA_STUDIO_TERMS_AND_CONDITIONS.PDF

[EN] GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to the contractual agreement entered into between SAS Studio Maria, 45 rue Delizy, 93500 Pantin (the Studio) and its client (the Client), as indicated in any estimate referencing these general terms and conditions and agreed between the Studio and the Client (the Parties). The acceptance by the Client of an estimate; the placing of a dated and signed order; the payment of a deposit; or the performance by the Studio of any service requested by the Client implies acceptance of these general terms and conditions.

1. SCOPE AND ACCEPTANCE

1.01. Any use of the premises of the Studio or its dependencies implies the formal acceptance without exception, nor reserve by the Client or any person representing the Client, of these general terms and conditions. The Client declares to have had them in its possession and to having acknowledged them. Any general terms and conditions of the Client are expressly excluded.

2. RENTAL CONDITIONS AND OPERATION OF THE PREMISES

2.01. The Client undertakes to provide the Studio with a call sheet prior to the provision of any services, stipulating the names and functions of the persons present on the rented set.

2.02. Consequently, such persons will be deemed authorized by the Client to incur any expense with the Studio. However, the Client may formally designate to the Studio a single person to incur expenses on its behalf. In the absence of a call sheet or designated person, all persons present on the set will be considered as authorized to bind the Client. Additionally, if any persons not listed in the call sheet are present at the Studio's premises during the provision of services, they shall also be considered as authorized to bind the Client.

2.03. Any service carried out by the Studio requires that the set assistant establish a set sheet detailing the material and the services requested by the Client.

2.04. This set sheet will be submitted to the Client or one of its representatives for approval and a copy will be provided to the Client. The set sheet serves as the basis for invoicing. No later dispute will be admitted by the Studio.

2.05. In addition, for each service, an expense sheet will be completed by the stage assistant and signed by the Client. This form will evidence the expenses incurred by the Studio on behalf of the Client. These expenses will be charged in full to the Client on the final invoice for the services

2.06. It is expressly agreed and accepted by the Client that our studios are billed by the day for a period of 10 hours, from 9am to 7pm. Before 9am and after 7pm, the time of occupation will be invoiced as overtime, in 30 minute increments. In accordance with labor regulations applicable to the personnel of the Studio, any service of a duration higher than 14 hours will have to be announced to the Studio at least 4 hours in advance and to be the object of a specific purchaser order.

2.07. The estimates sent by the Studio are valid for 7 days and become null and void if they are not returned signed and stamped acknowledged and agreed within 7 days before the start date of the service. Any order cancelled less than 96 hours before the start of the service will be invoiced in full.

2.08. Any material or accessory not recovered within 48 hours following the end of the service will give rise to the payment by the Client of a daily storage fee calculated according to the volume stored. The elements not recovered by the Client within 7 calendar days will be disposed of and such disposal will be charged to the Client.

2.09. For security reasons, the Client is responsible for any couriers it uses. Consequently, the Client undertakes to drop off and receive any deliveries at the Studio office as couriers are not authorized to circulate on the Studio's premises.

2.10. In the absence of the Client, any signature by the Studio's personnel for receipt of any mail or deliveries is without liability for the Studio and is solely intended to confirm delivery to the courier and shall not be deemed as receipt, nor acceptance of any delivery.

2.11. It is forbidden to capture photographic or videographic content in the area of the Centre d'Activités de l'Ourcq without prior authorization from the building's administrator. In the event that authorization is obtained, the Client shall strictly comply with the terms of such authorization.

2.12. The Client is informed that the Studio premises and the building where they are located are under camera surveillance for security reasons. The contents recorded by the surveillance cameras are only used for security purposes in accordance with applicable data protection regulations.

2.13. The Client is obliged to take back all its waste. Only packaging and household waste from the catering can be left at the Studio. The removal by the Studio of bulky waste abandoned by the Customer, including set design elements, will be charged to the Customer with an additional 20% of the price of the service provider handling its removal and recycling. It is strictly forbidden to deposit garbage in the dumpsters of the Studio and its neighbors.

3. MATERIAL

3.01. The Studio undertakes to provide the Client with premises, equipment and materials in perfect working order.

3.02. The Client undertakes to return them in the same condition. Otherwise, the Client will be charged for repair and restoration. If repair or restoration is not possible, the Studio reserves the right to charge the Client the replacement value of the equipment in question.

3.03. The equipment is rented with insurance, with a deductible of 1000 € in case of accident. This insurance does not cover theft. The Client is respon-

sible for taking out its own insurance against theft.

4. LIABILITY, INSURANCE

4.01. The Client is responsible for all persons present at the place of service and the consequences of their actions.

4.02. The Client undertakes to take all necessary security measures for the valuable goods brought into the Studio's premises and undertakes to inform the Studio beforehand of such valuables.

4.03. The Studio shall not be liable for any bodily, material or non-material damage occurring on the premises, nor for any theft, damage or deterioration of any kind whatsoever to any cash, materials, clothing or other property, including animals, brought by the Client, its representative or agents. To the fullest extent permitted by applicable law, the Studio's liability for damage arising from the Client's use of the rental object is excluded, with the exception of cases of malice and gross negligence. In any event, the Studio's liability shall in no case exceed the amount paid by the Client for the use of the Studio's premises and/or its dependencies.

4.04. Consequently, it is up to the Client to contract the necessary insurances to cover all the above mentioned risks. The Client undertakes to present the corresponding certificate at the first request of the Studio.

4.05. If a parking space is made available to Client, it will not be supervised and the Studio will not be liable for any damage caused by any third party. Its responsibility is excluded in this respect. Furthermore, the Studio's employees are not authorized to move the Clients' vehicles.

5. DIGITAL FILES AND SERVICES

5.01. The Studio shall not be held responsible for the loss or damage of images or computer data used by the Client or obtained by equipment made available to them.

5.02. In the event of any fault attributable to the Studio, its liability shall not extend beyond the provision of the same technical means that were made available to the Client to enable it to reconstitute the lost or damaged data.

5.03. For the services of digital capturing or retouching, work files will be saved for a period of 3 months from the date of the service. After this period, all data will be destroyed.

6. FINANCIAL CONDITIONS

6.01. All fees are payable as follows:

- [A] 50% deposit upon confirmation of the order
- [B] Balance, i.e. 50%, on the day of the service at the latest.

6.02. Additional services not listed are payable within 60 days of receipt of invoice.

6.03. No discount will be given.

6.04. The Studio reserves the right to include in its estimates an amount corresponding to a provision on additional expenses in an amount of 10% of the total estimate. The corresponding invoice will only state the costs actually incurred by the Client, justified by the set sheet and the expense sheet. In the event that the advances received are greater than the amount of the invoice, the Studio undertakes to reimburse the difference within 15 calendar days.

6.05. If an invoice is not paid by its due date, late payment interest will be due automatically and without prior notice, from the first day following the due date, calculated at three times the French legal interest rate. In addition, all other invoices issued to the same Client, even if not yet due, shall be immediately payable as well as all due dates payable in advance relating to one or more invoices.

6.06. The Client undertakes to reimburse all costs and fees incurred by the contentious recovery of the sums due, including lawyers' fees, as well as the court and administrative costs and fees.

7. APPLICABLE LAW, DISPUTES

7.01. The agreement concluded between the Studio and the Client, including these general terms and conditions, are subject to French law, without reference to its conflict of laws norms.

7.02. In the event of an incident or technical dispute, the Client must make its observations on the set sheet as defined in Article 2.

7.03. In case of legal dispute, the Commercial Court of Paris will have exclusive jurisdiction.