

## **BlueSky Studio Terms & Conditions:**

Every person accepts and undertakes to follow the Rules from the moment of booking the any Studio service and organization of photo and video shooting with Blueway Commercial Photographs Co. L.L.C. (hereinafter Photo Studio) or once Studio services and/or photography shooting started.

### **1. General Provisions**

1.1 Photo studio Blueway Commercial Photographs Co. L.L.C. is located at the address: Warehouse 39, 40, ABA Avenue, Al Quoz Industrial 2, Dubai, UAE

1.1.1 Hall Luna Room, Beige Room, Heritage Room, Hotel Room, Sand Room, Lobby are located in warehouse 39 and 40, ABA Avenue

1.2 The working hours are from 9.00 to 22.00. Upon request, the studio can work 24 hours within a calendar day.

1.3 The photo studio does not extend bookings due to Customer delay.

1.4. Photo- and/or video shooting is strictly prohibited in any common area of the ABA Avenue.

1.5 Smoking/vaping and consumption of alcoholic beverages is strictly prohibited on the territory of the Photo Studio or in common areas of ABA Avenue. Violators will be subject to fines as per UAE LAW.

1.6 Photo Studio premises, including common areas, as well as all common areas of ABA Avenue are under 24/7 video surveillance.

### **2. The procedure for Studio service provision**

2.1. Customers are allowed into the premises of the Photo Studio daily during working hours, subject to prior reservation of Studio services and photo and video shooting.

2.2. Our current tariffs for Studio services and organization of photo and video shooting are available as per request. All prices are subject to change without any prior notice, except services already paid.

2.3. Studio services, photo and video shooting are services provided by the Photo Studio. Any service has to be booked and fully paid in advance. Partial booking payment is subject to approval by Photo Studio administration on individual basis.

The booking is considered as confirmed at the time the Customer makes full payment and payment being credited to the Photo Studio bank account.

The booking is a reservation of the time selected by the Customer for the Studio Service in selected hall of the Photo Studio for a certain period for a fee.

If the parties conclude a Service Agreement, the terms and conditions of Studio services provision to be specified in the Service Agreement.

2.4. The minimum possible time for Studio services booking is 1 hour.

2.5. The Customer undertakes to notify the Photo Studio about cancelation of Services booking or any date/time change of Services booking.

\* In case notification comes not later than 120 hours (5 calendar days) before the start of the booked time than full payment made by customer to be refunded.

\* In case notification comes not later than 48 hours (2 calendar days) before the start of the booked time than 50 (fifty) % of the Customer's payment to be refunded.

\* In case notification comes later than 48 hours (2 calendar days) before the start of the booked time than Customer is not eligible for any refund. Booked time to be reserved under Customer name and he can utilize it.

The Customer undertakes to notify the Photo Studio about cancellation or change of the booking, even if there are less than 120 hours (5 calendar days) before the reservation. If the Customer does not comply with the above requirement, the Photo Studio reserves the right to add the Customer to the "Black List". It means that the Photo Studio can refuse to provide that Customer with any services in future.

If the Customer notifies the Photo Studio of cancellation of the reservation less than 120 hours (5 calendar days), the Photo Studio can offer reserved time to another customer. In case canceled booking time is booked by another Customer, the Photo Studio can refund booking fees paid partially on its discretion. Specific conditions and refund amount to be discussed with each Customer individually and depend on time, date of reservation, etc.

2.6. Studio services begin at reserved time and finish once Customer leaves the Photo Studio, but not earlier than the end of reserved time. Installation of lighting equipment, scenery, backgrounds and other materials starts at reserved time. Cost of the Studio Service includes the usage of the selected hall and a set of standard lighting equipment, as specified for each hall on the website [www.prostranstvo.photo](http://www.prostranstvo.photo). Additional services and supplies are available for extra fee.

The cost of additional services and consumables is available as per request.

2.7. In case Customer is late, the booked time is not extended by the time of delay.

2.8. The time reserved by the Customer is paid in full, regardless the time shooting starts and finishes.

2.9. In case Customer continues to use Studio service for more than 10 minutes after the end of the reserved time, the Customer pays for the Studio Service for an additional hour.

2.10. Extension of the Studio Service after reserved time is possible only upon agreement with the Photo Studio and upon the sole discretion of the Studio management, in case the Photo Studio hall/equipment is not booked by other Customer. Payment for extension of the Studio Services to be made to the administrator of the Photo Studio in accordance with the price list. An extension is possible for the minimum period of one hour.

2.11. Signing of Customer's undertaking and full prepayment are required to start Studio Services and Customer's admission to the Photo Studio hall.

2.12. The Customer hereby agrees that in case of a coronavirus infection or any other health issues of the Customer, his family members, contact persons or members of a film crew, it is not considered as a reason for reviewing the procedure for cancellation or changes of the date/time of the reservation as per the clause 2.5 of these Rules. The provisions of this paragraph are applied to the Customer and other persons on the Customer's side.

2.13. The Photo studio can refuse in provision of Studio services and access to the Photo studio hall in case of the following circumstances:

- Persons under the influence of alcohol or drugs;
- Persons wearing dirty clothes and look untidy;
- Persons with pets or animals (unless preliminary discussed with Photo Studio administration);
- Persons with aggressive behavior;
- Persons violating public common rules;
- Persons consuming alcoholic beverages near the entrance and in premises of the Photo Studio;
- Persons with influenza;
- persons who previously violated public common rules and the rules of the Photo Studio (blacklisted by the Photo Studio);
- Persons provided false information for calculation the cost of Studio Services (number of participants in the photography, necessary power of lighting equipment, etc).

In case of refusal of the Studio services due to the reasons listed above, the cost of booking is not refundable.

If the Customer provided incorrect information for calculation the cost of the Studio Services, the Photo Studio, at its discretion, can provide the Service only after the Customer paid additional cost for actually required services.

Studio reserves the right to reject any booking on its own discretion with full refund of any advance payment made by the Customer.

2.14. It is prohibited to bring into the Photo Studio premises:

- Alcoholic drinks;
- Weapons, piercing and cutting objects;
- Drugs, psychotropic substances;
- Flammable and explosive substances;
- Gambling tables, chips, cards or any items for organizing gambling;
- Sources of open fire (including candles, firecrackers, sparklers, etc. );
- Shisha and any other smoking devices.
- Fog machine

2.15 The Administration of the Photo Studio is not responsible for causing harm to the life and health of the Customer, as well as to persons taking part in photography and/or being in the hall chosen by the Customer during photography, including during the provision of the photo shooting service and at the time the

Customer being inside the selected hall Photo studios, as well as in case of independent use of any equipment and/or decorations located in the selected room.

2.16. The Customer bears full financial responsibility for damage caused to equipment, backgrounds, furniture, glass, mobile structures and other property located in the Photo Studio, as well as for damage caused by any person from Film Crew being present during the provision of the above services in the hall chosen by the Customer. In the event of damage, the Customer undertakes to compensate for the damage caused in full according to below:

2.17.1. In case of loss or damage to the Photo Studio property that cannot be restored — in the amount of the cost of new property of the same brand and model shown on the official website of the supplier of this property.

2.17.2. In case if damaged property is possible to repair — in the amount of documented costs actually incurred by the Photo Studio (including the cost of transportation/delivery of damaged property to the place of repair and back). In this case, the Customer undertakes to leave a deposit in the amount of 50% of the cost of the new property of the same brand and model. After which the Photo Studio sends the damaged property to assess the cost of restoration repairs.

The cost of restoration repairs is assessed at the Customer's expense. If the cost of repair is greater than the amount of the deposit paid, the Customer undertakes to pay the corresponding difference not later than 3 days from the date of receipt of the notification. If the repair cost is less than the amount of the deposit paid, the Photo Studio undertakes to return the difference not later than 3 days from the date of receipt of the conclusion on the cost of restoration repairs.

2.17.3. In case of loss or damage to unique Photo Studio property individually made, or other property that is not subject to assessment — in the amount of the value of the property specified in the price list of the Photo Studio (Appendix No. 1 to these Rules).

After identifying the damage caused to the Photo Studio and/or the property of the Photo Studio, the Administration of the Photo Studio and the Customer, who was in the Photo Studio at the time the damage was caused, draws up a Report (Appendix No. 2 to these Rules), which is signed by both parties. The Customer undertakes to sign the Report immediately after discovery of the damage caused, but in any case, before he leaves the Photo Studio premises.

In case Customer refuses to sign the act, then he must specify his objections in written and indicate them directly in the act, otherwise the Act is considered agreed upon and signed by the Customer. The customer undertakes to compensate the damage directly on the day it was caused, which is specified in the Report.

And in case the Customer refuses to compensate the damage caused voluntarily, the Photo Studio reserves the right to file a case to the Dubai Court for compensation of the damage incurred, as well as other losses, including the any court expenses.

2.18. The Photo Studio administration is not responsible for the Customer's belongings forgotten or left in the studio, including photographic equipment, lighting equipment, clothing, cosmetics and others. If forgotten items are discovered, the Administration stores them for 48 hours from the date of discovery, after that it will be reported to Police and handed over to Dubai Police representative.

3. Rules of behavior in the photo studio premises

3.1. All Customers and Visitors have the right to use the Photo Studio premises and studio equipment, specified in the Agreement for Studio Services.

3.2. Customers have the right to receive advice from photo studio employees.

3.3. Customers have the right to receive additional support from the studio staff, provided that such support service was requested by the Customer at the time of booking of the Service or agreed with the administrator on site. Additional support or Services to be paid additionally.

3.4. The common area of the studio is available to all Customers and Visitors.

3.5. Customers undertake:

- Have identification documents available for access to the territory of the Photo Studio, in accordance with the requirements established by the owner of the Photo Studio premises;
- Treat the staff of the Photo Studio, other Customers and visitors with respect, as well as ensure appropriate attitude of the film crew arrived with them;
- Use clean, non-street, shoes in the Photo Studio premises, as well as film crew arrived with them. Customers can arrange replacement non-street shoes by themselves, as well as use replacement shoes or shoe covers provided by the Photo Studio;
- Customers are obliged to treat studio equipment with care, as well as film crew members arrived with them;
- Upon completion of the provision of the Studio Service, hand over the hall in the same condition it was at the time the Studio service began. Furniture, decorations and requisite should be in the same places;
- Do not violate the integrity of the decorations, walls, floors and ceilings, including the prohibition of gluing tape and other objects to the walls, hammering nails or staples, or screwing in self-tapping screws.
- It is prohibited to use common areas of the studio for steaming clothes, building decorations and other preparatory processes.

3.6. Customers are solely responsible:

- For the film crew members who arrived with them;
- For any damage caused to the property of the Photo Studio in accordance with clause 2.17 of these rules by them and/or film crew members arrived with them;
- In case of use of paper backgrounds to keep it in their original condition. In case of damage to the paper background, the damaged fragment of the background to be paid at the studio rates indicated on the website <https://lumalocation.com>
- For the independent usage of Photo Studio equipment and any damaged caused by this usage. Photo Studio employees are always ready to help Customers and relieve them from possible liability;
- The Photo Studio reserves the right to impose a fine of 1000 AED in case of traces of careless furniture movements in Studio premises are detected;

- for the content of photo sessions held on Photo Studio premises, as well as for all related actions of Customers and/or film crew members arrived with them, in accordance with UAE LAW, including Criminal Law.
- for distribution and privacy of any photo, video and audio materials, created within Photo Studio premises, or by using any Photo Studio equipment.
- For the number of shooting participants arrived with the Customer and using Photo Studio premises. At the same time, the cost of the Studio Service is calculated based on the total number of people present in the Photo Studio premises during the entire period of provision of the Studio Service. Children (except infants) are also considered participants of the shooting.

3.7. The following is strictly prohibited in the Photo Studio premises:

- To make any photo or/and video shooting which is offensive to Islamic morals and values. To use any official symbols of United Arab Emirates (including, but not limited to National Flag and National Emblem) and/or UAE National currency in any humiliating or offensive manner.
- Use of confetti, fluff, glitter, dried flowers, fresh flowers, hay, water and other liquids, flour and other bulk substances;
- To apply adhesive tape to the studio walls, as well as drill holes and install fasteners.
- To conduct any actions that prevent the Photo Studio personnel from carrying out their work, including the use of physical or/and moral offense against the Photo Studio staff;
- Interfere with the work of Photo Studio employees;
- Behave obscenely, swear and cause inconvenience to other Customers and Visitors to the Photo Studio.
- Organize, conduct and/or participate in gambling.
- To use musical instruments and/or sound playing devices on the sound level that disturbs other Photo Studio Customer's or tenant of Emaar Properties.
- Breach of any Photo Studio Rules, Emaar Properties Rules or any other UAE Law regulations

In case Photo Studio administration has agreed on the usage of confetti, fluff, glitter, dried flowers, fresh flowers, hay, water or other liquids, flour and other bulk substances, the Photo Studio has the right to request for a deposit, that must be returned to the Customer in full in case no damage was caused to the property of the Photo Studio (which can also be expressed in the contamination of the Photo Studio halls with the above mentioned things), otherwise the deposit can be used to eliminate the damage caused, or to clean the Photo Studio hall.

The amount of the deposit to be set individually for each Customer based on the quantity/size/volume of the above items expected to be used during the shoot.

3.8. In Photo Studio premises it is prohibited without the consent of the administrator:

- Usage of open fire;
- Persons with pets or animals;

- Filming with pets (an additional fee of 50 AED per filming to be charged);
- Enter the office premises of the Photo Studio;
- Remove any equipment, furniture or any other Photo Studio props outside the premises of the Photo Studio;
- Dirty and damage the Photo Studio property;
- Disturb public order and peace of mind of other Customers and visitors, employees of nearby offices.

3.9. You can bring your own food and drinks, but lunch breaks must be taken outside the Photo Studio.

3.10. The use of a cyclorama in any case to be paid additionally, regardless of the nature and type of contamination.

#### 4. Special provisions

4.1. These rules are applicable to all possible booking options, including bookings made by phone, by email, and through the online booking form.

4.2. In case of violation of these Rules by the visitor, the Photo Studio Administration reserves the right:

- Demand to immediately leave the territory of the Photo Studio without refund of the paid booking fees;
- Establish a ban on the violator from further visiting the Photo Studio.
- To demand from the Customer compensation of any fines or/and any other losses of Photo Studio demanded by any third party including but not limited administration of ABA Avenue, UAE official authorities, other Customers using Photo Studio services at the same time. Compensation can be demanded only in case of Customer's breach of Photo Studio Rules.

4.3. If any clause of these Rules is violated, the visitor is given one verbal warning. In case of repeated violation, the Photo Studio employees have the right to demand to immediately leave the Photo Studio and put visitor on the "black list" of the Photo Studio, means that the Photo Studio reserves the right to refuse such Customer to provide services in the future

4.4. Photo Studio employees have the right to check the documents of the Customer and members of the film crew, provided that the Visitors arrived with the Customer look very young and, on the opinion of the Photo Studio employees, have not reached 18 years of age.

4.5 In case of documents verification in accordance with clause 4.4. of The Rules reveal that any of Film Crew member is below 18 years old, then the Photo Studio administration has the right to demand the Customer to provide written non-objection certificate from the parents or legal guardian to participate in photo or/and video shooting, or to leave the Photo Studio.

## ACT FOR CAUSED DAMAGE TO PROPERTY (Template)

This Act was drawn up by a committee consisting of:

\_\_\_\_\_ (FULL NAME);

\_\_\_\_\_ (FULL NAME).

The Committee, composed of the above, found that \_\_\_\_\_  
(full name) and \_\_\_\_\_

entered into Service Agreement No. \_\_\_\_\_ dated

\_\_\_\_\_

In the process of services provision to the property \_\_\_\_\_ (full name of  
who caused the damage)

\_\_\_\_\_ damage was caused

\_\_\_\_\_

1. Location of the incident:

\_\_\_\_\_ (address/name  
of the hall).

2. Equipment (property) that is damaged:

\_\_\_\_\_ (detailed description: brand, model,  
etc.).

3. Description of damage:

\_\_\_\_\_

4. Time of damage:

\_\_\_\_\_

5. Hereby \_\_\_\_\_ and \_\_\_\_\_ have agreed that the damage caused will  
be eliminated in the following order:

\_\_\_\_\_

\_\_\_\_\_

6. The customer paid a deposit in the amount of

\_\_\_\_\_

Members of the commission:

\_\_\_\_\_ (FULL NAME)

\_\_\_\_\_ (FULL NAME)

Customer (based on the Service Agreement)

\_\_\_\_\_ (FULL NAME)