



Terms and Conditions

Barking at the Moon (BATM) encourage you to read and understand our Terms and Conditions (T&Cs). It's a bit of a long read, but we recommend that you take time to go through all of it. Or if you're in a hurry, at least the bits about the service you will be receiving. Our T&Cs explain our obligations to you when we are providing a service and will also explain what BATM needs from you so we can help you achieve the best results in the time you're with us. We are actors working with actors and we want you to be successful.

At BATM, we like to be honest and transparent about our Terms and Conditions. We want you to arrive for your session with the right understanding and expectations about the services we provide so you can relax, be comfortable and concentrate on getting the best out of your session. And, so we can show you off as the star you are!

Our promise to you

For all our services

BATM will ensure that our quality services are provided to you:

- By professionally trained and experienced, qualified actor/teachers
- In a supportive space that is conducive to performing and learning
- Under the strictest confidentiality
- With the utmost integrity, and
- Always at the best of our abilities

When we film you

In your filmed session, we will:

- Film you in a high-quality (4K) video format – currently BATM are using Blackmagic Design RAW (braw).

- When and where possible, film you in natural light against a plain backdrop – grey or blue, depending on your skin tone.
- Use soft-box studio lighting for filming if it is not possible to use natural light.
- Ensure your film is suitable for the purpose it is being made.
- If you wish to edit the footage yourself and braw is not a suitable format for you, we will convert the braw video files into a useable format for you.

When we edit your work

If we need to do any editing in relation to the service we provide, we will ensure that your video:

- Will be edited using a professional editing software suite – currently BATM use the latest version of DaVinci Resolve Studio.
- Will be available in a variety of file formats (mov, avi, mp4, etc.).
- Can be delivered in a variety of video qualities suitable to your requirements.

Self-tests

Additionally, your self-test video(s) will be edited and delivered to conform to the casting agency's submission requirements. That is:

- In the video file format (mp4, mov, avi, etc.) required by the casting agency,
- As the single file or multiple files required by casting, and
- In a video file size that meets with any size limitation imposed by the casting agency – some casting agencies will not allow you to upload a video file over a specified size limit.

Showreels

Additionally, unless requested otherwise, showreels will be edited to these basic principles:

- Simple - no music, no montages.
- About 2 to 3 minutes long – no more.
- Will not include long sequences.
- Will start with your best work.

For audition preparation and private lesson services

BATM will tailor your session to meet your individual needs, whether beginner, student or professional.

Timely delivery of your video footage

We will deliver your edited video to you as quickly as possible. To avoid confusion, delivery is considered to have taken place at the time BATM sends you an email link for you to download your video.

For Self-tests

We will deliver your self-test video:

- Generally, within 2 to 3 hours of your session, and/or
- at least 30 minutes before your submission deadline.
- Some exclusions apply (see the section '**Delivery time exclusions**' below)

If your self-test video is not delivered within these timeframes due to a fault of BATM that is not covered by **Force Majeure** (see below) or by our exclusions, BATM will not charge you for your self-test and/or refund any and all monies paid to BATM for the failed service.

For Showreels

- We will deliver your showreel video by the date you agreed at the time the service was booked.
- As a guideline, this is usually 1 to 2 weeks.

What we can't promise

As much as we would love to, BATM cannot promise that using our services will guarantee you get the part you are auditioning for or will definitely get you into that acting course or drama school. We don't get to make the casting decision and most likely won't be on the audition panel (and if we are, ethically we should recuse ourselves if we have worked with you!). However, we will help you put your best foot forward and give yourself the best chance. The rest is up to you.

What we need from you

Our apologies if you already know what we are about to say – BATM doesn't mean to 'preach to the converted' – but we do need to let everyone know what we need from you to make your session successful.

We need you to:

- Come suitably prepared for your session.
- Be warmed up and ready to work.

Self-tests and Showreels

With filming your self-test or showreel, suitably prepared means you have:

- Learnt your lines, and
- Are ready to perform your scene(s) to camera.

Unfortunately, BATM cannot be responsible for time lost in your session if you unprepared, keep forgetting your lines during a take or cause any other such delay because you haven't done your preparation.

Bookings

Bookings will only be accepted if made through our online booking portal at the BATM website www.barkingatthemoon.com.au, or by contacting BATM directly through the details available on our Contact Us page.

Online bookings must be made at least 12 hours before your desired appointment time. The online booking system will not allow you to make an appointment that is less than 12 hours from the time you are making the booking. If you need an appointment time that is sooner than 12 hours, you can contact BATM directly to arrange an appointment.

Self-test bookings

When booking a self-test, you must ensure that your session will finish at least 2 hours before your self-test submission deadline. BATM require at least 2 hours AFTER the end of your session to ensure that we can edit and/or submit your self-test by the submission deadline, deliver to you at least 30 minutes before

the deadline. Although we will try to meet your submission deadline if it is less than 2 hours after the end of your session, we cannot guarantee to do so and will not be held responsible if your self-test is not submitted by that deadline.

Cancellation Policy

If you are unable to attend a session you have booked, BATM request that you cancel and/or reschedule your session at least 12 hours before you session is due to commence. You can do this by using the link in your confirmation or reminder email, or by calling BATM.

If you need to cancel within 12 hours of your session booking, please call BATM to cancel and/or reschedule.

BATM do not charge a cancellation fee. However, BATM at our discretion, may refuse service to any person who disrespects our cancellation policy either by continually not arriving for their booked session (no show), or by continually cancelling their booked session at the last minute.

Payments

You can pay for your BATM session either:

- On the day, or
- In advance, but only if you book with BATM by phone.

BATM accept:

- VISA
- Mastercard
- American Express
- Eftpos
- Apple Pay
- G Pay
- Pay ID, or
- Cash in Australian currency.

BATM will not hold your credit card information either directly, or through our booking service provider, **Square**.

Some things you should be aware of

We just want you to make sure that you are clear on a few things about how BATM do things.

Filming time

If you have booked a service that specifies an allotted time to film your scene(s), you will have that allotted amount of time as measured by the clock in which to complete the filming of your scenes. The allotted time is not measured by the amount of time the camera is filming during that your session.

To avoid confusion, your allotted time to film will start at the scheduled commencement time of your appointment and will last for the allotted time specified in your selected service – 30 minutes, 60 minutes, 120 minutes, etc.

If you cause a delay in your appointed session by any means, such as by being late or being unprepared for your session, BATM will do our best to try and make sure you get your full amount of allotted time, but we cannot guarantee that we will be able to extend your session.

If there is a delay attributable to BATM in either starting your appointed session at the scheduled time or a delay caused by BATM during your session, BATM will, if possible, extend your filming session so the duration of your available time to film will be equivalent to your selected service time. If it is not possible to extend your filming session, BATM will endeavour to reschedule your session at a time as soon as possible that suits both you and BATM.

If BATM have caused a delay for your self-test where time is of the essence and it is not possible to reschedule your session so it would not be possible to submit self-test by the final submission time, BATM will not charge you session or, if you have prepaid, will refund to you the total cost of your session.

Delivery time exclusions

We will deliver your video to you as outlined in the section '**Timely delivery of your video**' above unless:

With self-tests:

- Your filming session ends less than 2 hours before your self-test submission deadline. In this instance, we will endeavour to deliver your self-test to you in time for you to submit to casting by the deadline, but we will not guarantee your video will be available in time to do so. BATM will not be held responsible if your self-test is not submitted by your deadline in these circumstances, or
- You have required additional filming time, that has used a substantial portion of the 30 minutes editing time BATM blocks out after each session to compile, edit, and deliver your self-test video.

With showreels:

- We will deliver your showreel by the agreed date, or
- If unforeseen circumstances or a fault of BATM not covered by Force Majeure prevents BATM delivering your showreel video by this date, we will contact you as soon as we are aware of the delay and at the customers choice, offer to either:
 - Agree a new delivery date and discount the total cost by 10%, or
 - To discontinue with this showreel service. BATM will not charge you for this showreel service, will return and/or delete any of your original master videos, and will refund any monies paid to BATM as a deposit for this showreel service.

Methods of delivery for video footage

As a part of your BATM service, we may have to deliver your video footage to you, or you may have to deliver video footage to us for editing your showreel.

Us to you

We will deliver your edited video to you by either:

- E-mailing you a secure, downloadable link using a service such as WeTransfer, OneDrive, Vimeo, etc., and
- For showreels only, by USB portable media either in person or by mail.
- Requests for any alternate delivery methods or services will be assessed and either approved or denied upon receipt of that request.

You to Us

You can deliver your footage to BATM for editing by:

- E-mailing us a secure, downloadable link, using a service such as but not limited to, WeTransfer, Vimeo, OneDrive, etc. (preferred),
- In person to our address as shown on the BATM website (www.barkingatthemoon.com.au), or
- By mail using a portable media device such as a USB drive, which is readable by Windows PC (i.e., formatted to NTSC or exFat).

Storage of your video content

Should you require a copy of your filmed work, BATM will store the video content from your session on our network storage facility for a limited period. Unless BATM are requested otherwise, those periods will be:

- Self-tests – 14 days from the day of filming
- Showreels – 30 days from the latter of the date that editing is completed or the date the showreel is made available to you.
- Audition Preparation – 14 days from the day of filming
- Private Lessons – 14 days from the day of filming
- HSC Drama – 14 days from the day of filming

BATM hold your video for this limited period to ensure that we can:

- Provide the video content to you again should you lose, damage, corrupt or have some such similar issue with your video content after you received your copy of it.
- On your request, re-edit or redeliver your video content to a different specification than that it was originally delivered to you.
- On your written request, resupply to a casting agency, your agent or another third-party. BATM will also verify this with you personally before complying to any such request.

If you want BATM to hold your showreel video content for future re-editing purposes, you can fill out and return a Video Storage Request form available [here](#). A bit primitive, we know, but we are trying to limit the amount of personal information we hold about our clients for security reasons. Return your completed consent form to forms@barkingatthemoon.com.au When we

receive your completed consent form, we will update your video file to ensure we hold your video until you request the video to be deleted.

If you do not want BATM to hold your video for the specified period or wish to revoke your consent for us to hold your video, you can fill out and return a Video Deletion Request form available [here](#). Return your completed deletion request form to forms@barkingatthemoon.com.au We are happy to delete your video content from our network storage on receipt of your completed deletion request form. Be aware that the video content will be permanently deleted, and no original files, copies, edits, or raw footage will remain on our any of our devices, systems, or storage. Should you require the deleted video content later due to the loss or damage of your copy of the video content, BATM will not be able to resupply a new copy to you, a casting agency, your agent or any other third party once it has been removed from our system and network storage.

All video storage is managed in accordance with our [Privacy Policy](#).

Submitting a self-test on your behalf

If you are not confident in your technical skills to submit your self-test to the Casting Agency, BATM are happy to help you through the submission process and ensure your self-test is submitted correctly. BATM will also, if requested, submit your self-test on your behalf if you are unable to do so. In order to do this and depending on the submission process of the Casting Agency, you may be required to share sensitive information with BATM, such as usernames and passwords to casting websites and upload links for your video files. In these cases, BATM will never use this information without your express permission and will delete this sensitive information after your self-test has been successfully submitted.

Any sensitive information will be handled in accordance with our [Privacy Policy](#) and will only be used with your express permission and for the purpose that the sensitive information was supplied.

Force Majeure

If BATM's ability to provide a service is rendered impossible by strike, fire, war, flood, government acts, orders, restrictions, lock out, machinery or equipment failure, network and related infrastructure failure, a failure on the part of a customer, an act of God, or any other reason where failure to perform is beyond

the control of BATM, BATM shall be excused and shall incur no liability to the extent that performance by BATM is rendered impossible.

Amendment Date: 4 August 2023