

## Fairlight Studios

### Terms and Conditions

These terms and conditions are to apply to all facilities hired and work done by Fairlight Studios (“us/we/our”) for you, the client. These Terms and Conditions shall prevail over any you may have put forward, and together with our Proposal Letter comprise our Agreement. Please take the time to read these all though carefully and let us know if you have any queries.

#### Definitions

<i>Agreement</i>	The agreement between us comprised in the Proposal Communications and these terms and conditions.
<i>Bank Account</i>	Beneficiary: FAIRLIGHT STUDIOS LTD Account Number: 80062760 Sort Code: 30-94-77
<i>Booking Fees</i>	The fees set out as being applicable to your use of our recording studio, video or photography services.
<i>Charges</i>	Any payment that may be due from you in respect of any extended booking, use of consumables or loss or damage.
<i>Your Personnel</i>	Anyone invited by you to enter the Studio during your booking.
<i>Master Recording</i>	The original recording produced for the Client in the course of the booking.
<i>Final Video</i>	The video file produced for the client in the course of the booking.
<i>Material</i>	Any material (be it musical, audio or visual) that is created as a result of your booking with us including Recording and Master Recording.
<i>Proposal Communications</i>	Written communications we sent to you setting out the Booking Fees and timing applicable to your booking.
<i>Recording</i>	Any single or multi-track audio and/or visual recording or derivative thereof or any one or more pieces of recorded sound or visual image recorded or used during your booking, including any Master Recording.
<i>Studio</i>	The Fairlight Studio’s recording, film and photography studios, the premises and its equipment.

## Agreed Terms

### **1. BOOKING**

- 1.1 Times and dates are subject to availability.
- 1.2 We reserve the right to refuse any booking and to reschedule bookings at our sole discretion.
- 1.3 You hereby acknowledge that it shall be your responsibility:
  - 1.3.1 To ensure the suitability of the Studio for your purpose
  - 1.3.2 To ensure that your equipment is compatible with the Studio
- 1.4 It is also agreed that you are responsible for the technical quality of any recording engineered by Your Personnel.

### **2. DEPOSIT AND CANCELLATION**

- 2.1 To confirm a booking, 50% of the Booking Fees need to be paid to us as a deposit. Such payment must be made to the Bank Account.
- 2.2 You are able to cancel a booking up to 96 hours before the start time of your booking, whilst being able to get a full refund of the deposit you paid.
- 2.3 If you cancel your booking anytime between 96 hours and 24 hours before the start time of your booking, 50% of the deposit paid under clause 2.1 above will be retained by us.
- 2.4 If you cancel at any time within 24 hours of start time of your booking, 100% of your deposit paid under clause 2.1 above will be retained by us.
- 2.5 In the event of any failure, breakdown or unavailability of the Studio which prevents you from using the Studio, we shall at our sole discretion either offer you an alternative session equal to the time of your booking during which the Studio was unavailable, or credit or refund you the Booking Fees and we shall have no further liability to you in connection with such an event.

### **3. PAYMENT**

- 3.1 The fees applicable to your booking are set out in our email or verbal communications, and must be paid into the Bank Account. If the studio decides to waive the fee, and written proof of this decision can be supplied, this clause 3 will not apply to the Agreement.

- 3.2 Unless otherwise specified, the remainder of the Booking Fees (further to your payment of the 50% deposit as set out in clause 2.1) and charges must be paid by you upon our delivery of the Material to you.
- 3.3 Neither the Final Video, nor Master Recording nor any part of either will be released to you until all outstanding payments have been paid in full, regardless of the outstanding balance.
- 3.4 You will be liable to pay interest on any overdue sums that may be payable to us from time to time at the rate of four per cent per annum above Barclays Bank's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after any judgment. You shall pay to us the interest together with the overdue amount.

#### **4. CONTENT**

- 4.1 You warrant that nothing shall be included in the Recording of Filming (or any software you may use or introduce to us) that constitutes an infringement of any intellectual property right, or which shall be in any way illegal, scandalous, obscene or libellous. You shall indemnify us against any liability in respect of this and shall pay all costs and expenses which may be incurred by us in reference to any such claim.
- 4.2 We shall not be required to reproduce any material which in our opinion is or may be of an illegal, scandalous, infringing, obscene or libellous nature.
- 4.3 You warrant that you have acquired any licences that may be required in respect of any third party's intellectual property rights, for example if you are covering an existing track. You shall indemnify us against any liability in respect of this and shall pay all costs and expenses which may be incurred by us in reference to any such claim.

#### **5. STUDIO USE**

- 5.1 You shall only permit people that are (in our sole opinion) directly involved in the Recordings to enter the Studio and we reserve the right to require any person not so involved, or that we consider (at our absolute discretion) to be detrimental to the project being undertaken, to leave the Studio.
- 5.1 The following acts are **not** permitted:
  - 5.1.1 Any audio recording, filming or photography without our consent. If any unapproved recordings are made we shall own all intellectual property rights in relation to them;
  - 5.1.2 Any smoking, drug taking or consumption of alcohol;

- 5.1.3 Any entrance beyond the Studio side of the property. You are not permitted to go upstairs or into the living room;
  - 5.1.4 Any interference with any of our equipment, including computers, without express prior permission; or
  - 5.1.5 Any interference at all with any cats or other animals that may be on the premises.
- 5.2 You are permitted to bring your own food and non-alcoholic drinks into the Studio. In no circumstances, however, may any food or drink be placed on any of our property, other than on the designated space provided and that we make you aware of. If your food or drink is placed or spilt elsewhere, and causes any damage, you shall be charged for the cost of putting right any such damage.
- 5.3 Warranties:
- 5.3.1 You hereby warrant, undertake and agree that you shall procure that each of Your Personnel shall abide by the Studio's rules, regulations and health and safety policy and that you shall be responsible:
    - 5.3.1.1 for the actions of Your Personnel on our premises;
    - 5.3.1.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of Your Personnel, or as a result of any defect in or inappropriate specification of your equipment;
    - 5.3.1.3 for the cost of the hire of any of your equipment;
    - 5.3.1.4 for any costs and expenses incurred by us on your behalf at your request; and
    - 5.3.1.5 for any and all loss or damage to your equipment which shall be at your sole risk; and
  - 5.3.2. for vacating the Studio and removal all your equipment forthwith at the end of your booking.
- 5.4 We shall be entitled by 4 weeks' notice from the end date of your booking to require your collection of any equipment you may leave, and should such not be collected within this 4 week period, we shall be entitled to destroy or otherwise dispose of it as we see fit without further notice or warning.
- 5.5 If you accidentally or otherwise take any item of ours, you are responsible for returning it within one week and if you fail to do so, you shall be liable to us for the replacement cost of such item.
- 5.6 Fairlight Studio's employees are entitled to take a 15 minute break each hour, should they wish, as well as an hour's lunch break at any time.

## **6. SOUND LEVELS**

You hereby acknowledges that the Noise at Work Regulations 1989 have established that prolonged exposure to high noise levels above 85 dB(A) may cause damage to hearing and that studios and studio users are required by law to keep exposures as low as reasonably practicable and that accordingly:

- a) you shall be responsible for noise levels within the Studio;
- b) high noise levels shall not be sustained for long periods; and
- c) we hereby reserve the right to take such action as we may deem appropriate to maintain tolerable noise levels and no claim shall lie against us in respect of inconvenience or time lost in the event of such action

## **7. SESSION MUSICIANS, INSTRUMENTS AND COSUMABLES etc.**

7.1 We will endeavour to provide any musical instrumental, vocal, compositional, or lyrical service to you that are within our means. We are however under no obligation to provide any such assistance beyond that specifically set out in our Proposal Communications.

7.2 If you require any session musicians or other supporting personnel, this must be agreed with us prior to the booking of your session.

7.3 We shall endeavour to have the following items in stock for you to buy from us, should you so require, at cost:

- USBs
- CDs
- Drum skins
- Guitar Strings

7.4. You may pre-order hard drives, should you so require, that you may buy from us at cost. At least one week's notice to us is required for any such requirement.

## **8. INTELLECTUAL PROPERTY**

8.1 The position in relation to ownership of the intellectual property in the Material is set out in the Proposal Communications.

8.2 All intellectual property in the Material is fully retained by us until all Booking Fees and charges have been paid to us.

8.3 We shall retain a general lien over any of your property in our possession for any unpaid balance you may owe to us.

8.4 If we assign our intellectual property rights to you in the Material, it is hereby agreed that we shall be entitled to use any such Material, for the promotion of the Studio. For our promotional purposes, you hereby irrevocably consent to our use of such Material and agree not to take issue with our use of such Material, including in the event that your own image, or image(s) is contained in such Material.

## **9. COLLECTION**

9.1 We are not under any obligation to provide to you with any unedited versions of audio or visual Material. In the event that we agree to provide any such versions, it shall be on the condition that our involvement must be referenced in all publications of future manipulations, unless otherwise agreed.

9.2 You may collect the Master Recording of any music track, the footage of any video, or any photographs that may have been produced at the studio, upon full payment of all sums due to us under the Agreement. Any such Material shall only be provided to you in digital form, unless otherwise requested and agreed, in which case the cost of any CDs, DVDs etc. containing the Material shall be passed to you.

## **10. STORAGE**

10.1 We are not obligated to, and generally do not keep hard or soft back-up copies of the Master Recording, session files or any other data or audio recording related to the Master Recording or the Material.

10.2 It is the sole responsibility to:

10.2.1 supply us with appropriate recordable media for the purpose of creating a back-up; and

10.2.2 store any session files or audio related to the Master Recording after the Booking Period.

## **11. POST PRODUCTION**

11.1 In relation to our provision of filming services:

11.1.1 For a pro-bono session you will not be entitled to any reviews and the Material is left entirely at our discretion.

11.1.2 If you are paying a fee, you will be entitled to a minimum of one review and a maximum of three reviews of the Material. The number of reviews is dependant

upon the package that you are purchasing from us, and we will use reasonable endeavours to facilitate any suggested amendments you provide.

11.2 In relation to our provision of recording/audio services:

11.2.1 Unless otherwise agreed, you shall be entitled to two reviews per mix and two reviews per master of a track.

11.2.2 For compositional or for song-writing work, you shall be entitled to three reviews per track.

11.3 You agree to promptly notify us in writing of any defect, loss or damage to any Material of which you become aware. We shall use reasonable endeavours to correct any such notified defect and/or effect replacement of any lost or damaged Material so notified, attributable to any faulty materials or negligent workmanship on our part.

11.4 In the event we are unable to effect such rectification or replacement, our liability in this respect shall be limited to the sums referred to in clause 12.2.3 below.

## **12. LIABILITY**

12.1 To the extent permitted by law, we do not accept responsibility for any loss or damage to persons or personal property, including by reason of theft.

12.2 Notwithstanding any other provision contained within our Agreement we shall not be liable to or any of Your Personnel for any:

12.2.1 Loss or damage caused to files or footage that has not been caused by wilful negligence on our part. Any such loss that we may be liable for shall be remedied by us offering you further Studio time, equal to the amount of time used to make the lost or damages files or footage.

12.2.2 Indirect or consequential loss or damage arising from any fault in the Studio or any act or omission by us or our agents in respect of the Agreement.

12.2.3 Our total liability in respect of the Agreement shall be equal to the total sum of Booking Fees and charges actually received by us from you in relation to the corresponding booking.

### **13. CONFIDENTIALITY**

You undertake to not at any time disclose to any person or entity or use to your own advantage technical or commercial know-how, specifications, inventions, processes, initiatives or material relating to us which are of a confidential nature and have been disclosed to you or come into your knowledge as a result of your hiring of the Studio and any other confidential information concerning our business or its products which you may obtain or become aware of as a result of using the Studio.

### **14. FORCE MAJEURE**

Notwithstanding any other term of the Agreement we shall not be under any liability for any failure to perform any of our obligations due to Force Majeure. Following notification to you of such cause, we shall be allowed a reasonable extension of time for the performance of our obligations. Force Majeure means:

- 14.1.1 An Act of God, explosion, flood, tempest, fire or accident;
- 14.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 14.1.3 Legislation, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 14.1.4 Import or export of regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving us or our employees or those of a third party);
- 14.1.5 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 14.5.6 Power failure or breakdown in machinery.

### **15. MISCELLANEOUS**

- 15.1 Other than may be set out in the Agreement, we make no warranties, either express or implied.
- 15.2 We are able to provide parking for one vehicle (up to the size of a small van) for the duration of your booking and extending a half hour either side of the booking. For additional vehicles, it shall be your responsibility to arrange suitable parking.
- 15.3 These terms together with our Proposal Communications constitute the entire Agreement between us and neither of us shall be bound by any other statement or representation made to the other.
- 15.4 No variation or amendment to the Agreement shall be effective unless made in writing and signed by both parties.



- 15.5 In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect.
- 15.6 This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.