



BROWN BEAR
AUDIO

Term and Conditions for Studio Hire & Audio Services

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Definitions

"Agreement" means the agreement comprised in these Conditions.

"Booking" means the hire of the Studio and or engineer for the Period of Booking.

"Booking Fee" means the fee payable by the Client to the Company for the Booking calculated in accordance with the Company's published or current rate card or fee agreed.

"Client" means the person or company who makes the Booking.

"Client's Equipment" means equipment brought onto the Company's premises by the Client, or the Client's Personnel or any agent or contractor for and on behalf of the Client.

"Client's Personnel" means persons invited by the Client to enter the Studio during the Booking.

"Company" means Brown Bear Audio.

"Conditions" means these conditions.

"Fees" means the cost to the Client for Booking and using the Studio during the period of Booking.

"Master Recording" means the original recording produced for the Client in the course of the Booking.

"Operators" means the staff, freelancers or official representatives of the Company.

"Period of Booking" means the period of time which the Client booked into the Studio.

"Recording" means any single or multi-track audio and/or visual recording or data programming or derivative thereof or any one or more pieces of recorded sound or visual image recorded or used during the Booking including a Master Recording and a Pre Production Master or any Client's Recording.

"Studio" means the recording studio, the premises and it's equipment.

"Studio Breakdown" means a failure or breakdown or unavailability for any reason of the Studio which prevents the Client's use thereof in accordance with the terms hereof.

1. AGREEMENT

1.2 These Terms and Conditions alone are to apply to all facilities hired and work done by the Company for the Client and shall prevail over any terms and conditions put forward by the Client.

1.3 Sessions must be confirmed in advance by email or fax with details of numbers attending and duration required.

1.4 The full period of the booking is chargeable, even if it is not used.

1.5 A minimum booking of 1 hour is required.

1.6 Overtime (outside Monday to Friday 9am --- 5pm) is subject to an additional charge as outlined in the official Rates Cards.

1.7 RATES:

The price for your specific booking will be agreed in a direct email confirmation with a representative of Brown Bear Audio. Overall rates policies and general pricing for overtime and additional charges can be found on our rate card.

1.8 AUDIO DELIVERY SPEC:

For any broadcast related project including TV, radio and cinema material, clients are required to provide the Company in good time prior to the final mix session with the most up to date and comprehensive delivery 'Spec Sheet' from the specific Broadcaster and/or Broadcast distribution company hired by the client. The Spec Sheet must at least in part relate to their specific sound requirements, including audio output levels, alternate mixes required (such as M&E tracks) and anything else technically required that is specific to the final master file delivery formats.

Clients must also be aware that whilst Brown Bear Audio make every effort to ensure audio specs are delivered to the broadcaster as required, there are several stages to the distribution chain after it leaves Brown Bear Audio which can effect the audio, and therefore Brown Bear Audio can not be held responsible for any subsequent changes to the audio formats, levels or other specs that may be applied by the broadcaster, edit/post house or distributor.

If no specific audio spec requirements are provided, Brown Bear Audio will supply audio mixed to current (as of date of this doc) UK TV broadcast standards of R128 ruling --- 23 LUFS +/- 1 LU.

2. STUDIO FACILITIES

2.1 The Company shall make the Studio and the Operators available to the Client for the Period of Booking and shall produce the Master Recording at the direction of the Client or the Representatives. The Client shall only permit people directly involved in the Recordings to enter the Studio and only during the Booking Period. The Company reserves the right to require any person not so involved to leave the Studio.

2.2 The Client hereby acknowledges that it shall be responsible for:

2.2.1 ensuring the suitability of the Studio for the Client's purpose

2.2.2 ensuring that the Client's Equipment shall be compatible with the Studio

2.2.3 the technical quality of any recording engineered by personnel provided by the Client

2.2.4 any problems or damage caused by use of Clients Own Part Recorded Media (including any virus damage) and that accordingly the Company gives no warranty as to the foregoing.

3. FEES AND CANCELATION CHARGES

3.1 The Client shall pay invoices no later than 30 days after the invoice date.

3.2 Interest will be charged on overdue payment pursuant to applicable law. If payment has not been received by the due date above, the matter may be referred to our debt recovery agency and a surcharge added to the outstanding sum.

3.3 Cancelled sessions are subject to the following charges:

25% of balance payable if cancelled within 72 hours of session date.

50% of balance payable if cancelled within 48 hours of session date.

100% of balance payable if cancelled within 24 hours of session date.

4. THE CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT

4.1 The Company will supply all blank media for recording.

4.2 The Client hereby warrants, undertakes and agrees that it shall ensure that the Client's Personnel shall abide by the Studio's rules and regulations and that it shall be responsible:

4.2.1 for the actions of the Client's Personnel upon the Company's premises

4.2.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of the Client's Personnel, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media

4.2.3 for the cost of the hire of any Client's Equipment

4.2.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request

4.2.5 for any and all loss or damage to the Client's Equipment which shall be at the sole risk of the Client

4.3 The Client shall vacate the Studio and remove all Clients' Equipment forthwith at the end of the Period of Booking

5. SOUND LEVELS

The Client 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 both studios and studio users are required by law to keep exposures as low as reasonably practicable.

6. RECORDINGS AND MATERIALS

6.1 Notwithstanding any other provision contained within the Conditions the Client hereby acknowledges and agrees that all risk in the Materials when in transit or otherwise off the Company's premises shall vest in the Client.

7. INDEMNITY

The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury, loss, damage, costs and/or expenses suffered by the Company arising from:

7.1 the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking

7.2 the Client's making, use or exploitation of the Recordings

7.3 the Client's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement

7.4 any loss or damage caused to the Company by Clients use of Clients Personal or Clients Own Part Recorded Material.

8. CONTENT OF RECORDING

8.1 The Client warrants that nothing whatever shall be included in the Recording (or any software introduced by the Client) which constitutes a breach or infringement of any copyright or which shall be in any way illegal, scandalous, obscene or libellous and the Client will indemnify the Company against any liability in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim

8.2 The Company shall not be required to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature.

9. STUDIO BREAKDOWN WARRANTY

In the event of Studio Breakdown the Company shall at its option either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

10. MASTER RECORDING AND POST PRODUCTION WORK WARRANTY

10.1 The Client shall promptly notify the Company in writing of any defect in or loss of or damage to the Master Recording of which it is made aware.

10.2 The Company shall use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to it or of which it is aware and which are attributable to faulty materials or workmanship or the negligence of the Company

10.3 The Company attempts to backup all material produced and recorded for a period of six months. This is an on-site back up system, and is not guaranteed. As such the client is advised to make their own provisions for further secure back up of recorded or master materials.

11. CLIENT'S RECORDINGS

It is a condition of this Agreement that all Client's Recordings shall have been copied by the Client before delivery to the Company, and that the Company's liability for loss of or damage to a Client's Recording shall be limited to the value of the media on which it is recorded.

12. COMPANY'S OVERALL LIABILITY

12.1 Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client's Personnel for any:

12.1.2 indirect or consequential loss or damage

12.1.3 economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the Studio or any act or omission of the Company its servants or agents in respect of this Agreement

12.2 The Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise.

12.3 The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Post Production Work shall be as set out in this Agreement: in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Recording Work and the terms hereof, and the level of expenses

expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

12.4 WHERE THE BOOKING IS MADE BY A CONSUMER AS DEFINED IN THE SALE OF GOODS ACT 1979, THE SUPPLY OF GOODS AND SERVICES ACT 1982, THE SALE AND SUPPLY OF GOODS ACT 1994 OR THE FAIR TRADING ACT 1973 THE STATUTORY RIGHTS OF THE CLIENT ARE NOT AFFECTED BY THESE CONDITIONS.

13. FORCE MAJEURE

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means: Act of God, explosion, flood, tempest, fire or accident;

- War or threat of war, sabotage, insurrection, civil disturbance or requisition
- Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- Import or export regulations or embargoes
- Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
- Difficulties in obtaining raw materials, labour, fuel, parts or machinery
- Power failure or breakdown in machinery

14. MISCELLANEOUS

14.1 The Client shall procure that neither the Client nor any of the Client's Personnel shall be held out as an agent of or pledge the credit of the Company.

14.2 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.

By making a booking in person, via the Internet or by telephone, the Client agrees to and is bound by the terms & conditions of this agreement.