



Studio Services – General Terms & Conditions

These general terms and conditions form part of the agreement between Charborough Capital Limited (“Charborough”) and (the “Client”) for the hire of Charborough’s studio facilities and the provision of associated recordings, goods and services (the “Project”) as defined in the attached engagement letter.

1. Applicable law and confidentiality

This agreement is governed by and construed in accordance with English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it.

Charborough will take such steps as we, in good faith, think fit to preserve the confidentiality of any information concerning the Client’s affairs held by us in connection with the Project. It is possible that we may be prevented from completing the Project, or required to wait before acting or taking any step, by the operation of law and, in that event, we shall not be liable to the Client for the consequences of this.

2. Fees

Fees as set out in the engagement letter will be due and payable on completion of the service or delivery of the product. No media or other electronic copies of the material produced as part of this project will be released to the Client until all outstanding payments have been made. Fees will be paid inclusive of VAT at the prevailing rate.

For unpaid invoices Charborough reserves the right to charge interest at 5% over the Bank of England official dealing rate. The Bank of England official dealing rate at 30 June and 31 December in each year is used as a reference date for the following six months. In addition, we reserve the right to claim compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3. Cancellation

Either party may cancel this agreement without penalty up to 14 days prior to the planned start date of the Project.

In the event of breakdown, inoperability or other non-availability of the studio and its facilities on the planned dates, Charborough will at its option either replace (as soon as can reasonably be arranged) the studio facilities to which the Client was entitled under this agreement, or credit or refund to the Client any booking fee or other payments made in advance for the services or products affected by such breakdown.

For cancellations by the Client within 14 days of the planned commencement date the Client will pay 50% of the fees specified in the engagement letter.

4. The Client’s own media, personnel and equipment

The Client hereby acknowledges that it shall be responsible for:

- ensuring the suitability of the studio and its capabilities for the Client's purpose
- the technical quality of any recording engineered by personnel provided by the Client
- any problems or damage caused by use of pre-recorded or blank media supplied by the Client (the “Client’s Media”).

The Client agrees that it will ensure that each of the people invited by the Client into the studio (the “Client's Personnel”) will abide by the studio's rules, regulations and health and safety policy and that it will be responsible for:

- the actions of the Client's Personnel upon Charborough’s premises
- 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 Media
- any costs and expenses incurred by Charborough on behalf of the Client at the Client's request
- any and all loss or damage to the Client's equipment which shall be at the sole risk of the Client

5. Content of recordings

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

Charborough will not be required to reproduce any matter which in its reasonable opinion is or may be of an illegal, scandalous, obscene or libellous nature.

6. 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 and that therefore the Client will not cause high noise levels to be sustained within the studio for long periods.

Charborough hereby reserves the right to take such action as it may deem appropriate to maintain tolerable noise levels and that no claim shall lie against Charborough in respect of inconvenience or time lost in the event of such action.

7. Recording and post-production warranty

The Client will promptly notify Charborough in writing of any defect in or loss of or damage to the recordings made as part of this Project. Charborough will use its reasonable endeavours to correct any such defect and to effect replacement of such lost or damaged materials so notified to us or of which we are aware and which are attributable to faulty materials or workmanship or the negligence of Charborough. In the event that Charborough is unable reasonably to effect such rectification or replacement our liability in respect of any recordings will be limited to the total consideration paid under this agreement.

8. Overall Liability

In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of Charborough then, other than in cases of death or personal injury, our liability will be limited in any event to the total consideration paid under this agreement.

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

- the Client's making, use or exploitation of the recordings produced
- 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
- any loss or damage caused by the Client's Personal or the Client's Media.

The Client accepts as reasonable that Charborough's total liability in respect of the Project shall be as set out in this Agreement: in fixing those limits the Client and Charborough have had regard to the price and nature of the Project, the level of expenses expected to be incurred by the Client, and the resources available to each party including insurance cover, to meet any liability.

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.

9. Force majeure

Charborough will not be liable to the Client for any delay or failure by us to fulfil any of our obligations under this agreement which are caused by circumstances outside of our reasonable control.