



MEDIA & RECORDING STUDIO SERVICES

TERMS AND CONDITIONS

FIND YOUR ACT STUDIOS (Which may also be referred to as other trading names including but not limited to *"MB Studios / MB Theatre Services / MB Studios & Theatre Services"*)

"Client" means the person, company or person on the invoice / online booking form (or adult responsible for clients under the age of 16).

"Studio" means the location(s) in which we operate from and the address stated on all **Find Your Act** correspondence (Website / SMS / e-mails / Letters / Invoices)

1) UPFRONT PAYMENTS / DEPOSITS

In order to secure your booking at FIND YOUR ACT Studios, each booking is subject to a non-refundable booking deposit of £30, or the equivalent to 25%, whichever is the greater. This amount will be deducted from your final balance.

There are no refunds for un-used studio time.

2) VOCAL DEMO RECORDINGS

Vocal Demo Package limited to a maximum of 2 hours recording studio time. A (discounted) £15 surcharge will be added per hour thereafter.

The client is responsible for providing their own backing tracks. In the event that a vocalist arrives for their session and requires us to download a backing track, this will be recharged to the client upon payment. Please allow up to 10 days for completion of tracks. Backing track production will be a minimum completion time of 14 days. Files will be sent in AIFF/WAV/MP3 Format via an online sharing tool such as Dropbox or Wettransfer etc. If a client requires their project sent via post and on a CD / DVD, then the client agrees to paying full postage and packing plus the cost of a CD-R or equivalent.

3) VOICEOVER RECORDINGS

The maximum amount of time for one voiceover recording is 50 minutes, and 75 minutes for two voiceovers. A (discounted) £15 surcharge will be added per hour thereafter.

FIND YOUR ACT STUDIOS can create a composition or backing track for your voice over, but this will be charged at full backing track production rate.

4) BACKING TRACK PRODUCTION & OWNERSHIP

When quoting for 4 or more hours, out of courtesy, clients will be contacted with an update to keep within budget. If any further production is required, we will notify clients before continuing. Backing track production fee is £30 per hour. A non-refundable deposit the equivalent of our backing track production hourly charge is required before we begin on any work.

Any backing tracks / productions / recordings we create, produce and arrange remains the property of The Studio / The Producer not the client and we withhold the right to re-sell / re-use these productions at our discretion.

We will send you short excerpts of your project during production free of charge, however, if a client requires to hear the full track (first arrangement) then the outstanding balance must be paid in full first. Amendments can then be requested. If further work is required, we will continue and require outstanding balances before the completed production is sent.

5) PAYMENT

Payment is required in full on arrival or at the end of the session (at the discretion of the studio staff).

Acceptable payment is Cash, BACS, or Debit / Credit Card.

If paying by Debit or Credit Card a 2.75% Transaction Fee will be added to the final amount.

If no payment is made, then we reserve the right to withhold copies of all recordings, productions and tracks.

In the event that the client does not pay fees due to the studio, then we may be forced to pass this onto a debt collection agency. Therefore, the client is responsible for any legal costs raised in respect of invoices rendered.

The Client will pay interest on all late payments at a daily rate of 8% per annum plus the base lending rate of Bank of England.

6) STORAGE OF PROJECTS & RECORDINGS

We will endeavour to backup Client's recording files to another hard/network drive after each recording session. Session files will be kept for at least one month after the last recording session. After that time, files may be permanently deleted unless the client requests a longer storage time.

We shall endeavour to ensure all client projects that left or stored on the studio premises is backed up, but the Studio is not responsible for loss or damage. In the event of loss to or damage to a Client's recording that has not been completed due to wilful negligence, Studio shall be responsible for replacement of no more than the value of the studio time to date devoted to said recording files. Once the final tracks have been sent to the client, we are no longer responsible for the digital storage of such items.

7) CANCELLATION

Any cancellation will result in the client forfeiting a minimum of their deposit.

A minimum of 48 hours is required to re-schedule your appointment at our studios. Only one reschedule is allowed per booking.

If the client fails to attend the scheduled session, this will be classed as a cancellation in which their deposit will be forfeited.

If for any reason, the studio needs to cancel a booking due to illness or due to other unexpected circumstances, then we will offer an alternative date to the client. In the event that neither party can agree, the studio will refund the client's deposit.

8) MARKETING

Find Your Act Studios reserves the right to use elements of recordings made onsite for our website and any other online marketing. This will only benefit our clients, however, we will not disclose any personal information apart from a first name (which can be changed if required).

9) SESSION TIME ON SITE & PREPARING FOR YOUR SESSION

For vocalists, we advise you undertake a full vocal warm before your arrival at the studio. If clients require a warm up when arriving at the studio, no extra time will be allocated and this will be taken out of your allocated studio time (the same applies for musicians who need to tune instruments). It is the responsibility of the client to ensure your voice / instrument sounds satisfactory for recording. We take no responsibility for unsatisfactory sounding vocals / instruments during or after your session time.

Studio Session time includes set up time, pack down time and any breaks the client takes. For sessions over 2 hours, the engineer is entitled to a 15 minute break every two hours.

If any of our equipment requires any extra time, maintenance (which is classed as unreasonable) then we will ensure client's full studio duration is honoured.

10) FILMING & UNAUTHORISED RECORDING

No audio recording, filming, video recording, nor radio broadcasting shall be allowed in FIND YOUR ACT STUDIOS with any intent whatsoever unless prior written permission has been granted by us. The Studio maintains all rights to any unsolicited recordings.

Any person(s) found in breach of these conditions will be removed from the building where applicable and prosecuted.

11) BEHAVIOUR , LICENCING AND CLIENT RESPONSIBILITY

Bullying, harassment, abuse or other inappropriate behaviour by you or guests is strictly forbidden and will result in expulsion and such other legal remedies as may be available.

The client must treat all Studio and on-site team members with respect and consideration. The studio does not tolerate rude, offensive or aggressive remarks and behaviour in any way. You must make yourself aware of the health and safety rules of the venue and comply with the recommendations at all times.

Smoking and the bringing or consumption of alcohol and the use or being under the influence of illegal substances is not permitted anywhere on our premises.

Any client that is responsible for damage to our studio equipment or premises will be invoiced for any replacement items or repairs.

Clients are responsible for obtaining all mechanical licenses for music for which the Client does not own the rights. All such licenses must be obtained prior to duplication or replication. It is the duty of the client to check that any backing tracks used for your demo recordings are legally binding / suitable for your session.

12) CLIENTS UNDER THE AGE OF 16

Our Studio Staff have undergone full DBS Checks and Online Child Protection Training via the Child Protection Company. However, any client under the age of 16 must be chaperoned by an adult and signed into the premises. In the event that this client is unable to be chaperoned by a parent/guardian/adult, we can provide an on site chaperone for an extra charge of £30.

13) NOISE 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 accordingly:

- ***The Client shall be responsible for noise levels within the Studio;***
- ***High noise levels shall not be sustained for long periods;***
- ***The Studio is permitted to take such action to maintain tolerable noise levels for both the studio staff and client. All clients are advised to read the Musicians Union Article "Protect Your Hearing" prior to undertaking a recording session at FIND YOUR ACT STUDIOS***

14) PERSONAL ITEMS & LOST PROPERTY

The Studio is not responsible for any property, personal items or equipment belonging to the client. Any belongings brought onto our premises is entirely the responsibility of the client (including loss, damage or theft).

We can offer complimentary gated parking (at the discretion of our landlord / freeholders 'Storage King') however the responsibility of a client's vehicle including any damage, loss, theft lies solely with the client, Not The Studio or "Storage King".

In the event that a client forgets to take any belongings with them, we will hold the item as a gesture of goodwill for a maximum of 3 days unless the client arranges collection / delivery. However, we reserve the right to dispose of immediately, and are entitled to destroy/remove any property left by a client after 3 days.