



Tritones Studios General Terms and Conditions

for Studio Hire and Post-Production Hire



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"**Pre Production Master**" means a Recording in form intended for mass production without further material change

"**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 or which is the subject of Post Production Work including a Master Recording and a Pre Production Master or any Client's Recording.

"**Representatives**" means the persons named in the Booking Form being authorised by the Client to instruct Tritone Studios on behalf of the Client in respect of Tritone Studios's provision of the Post Production Work

"**Session Footage**". means all audio and or audio visual material documenting the progress and making of the Recording in the Studio during the Booking Period.

"**Studio**" means the recording studio and the equipment specified in the Booking Form

"**Studio Building**" means all parts of the Tritone Studios building and premises including the Studio.

"**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

"**Studio Facilities**" means the studio itself, Kitchen, coffee, water and bathroom.

"**Work Product**" means the Master Recording, Pre-Production Master or Client Recording delivered to the Client by Tritone Studios which has been the subject of recording, Mastering, Post-Production Work,

1. AGREEMENT



These Terms and Conditions alone are to apply to all facilities hired and work done by Tritone Studios for the Client and shall prevail over any terms and conditions put forward by the Client unless otherwise expressly agreed in writing by Company. The Client may only book the Studio(s) for the purpose of instructing Tritone Studios to make and deliver the Work Product in accordance with the Agreement and not for any other purpose unless otherwise expressly agreed in writing by the Company.

2. STUDIO FACILITIES

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

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 problem or damage caused by use of Clients Own Part Recorded Media (including any virus damage)

2.2.5 any acts and omissions of the Representatives as if those acts and omissions were its own,

and that accordingly Tritone Studios gives no warranty as to the foregoing

3. POST PRODUCTION WORK

3.1 Tritone Studios shall carry out the Post Production Work described in the Booking Form with all due care and diligence using suitable equipment and competent engineers

3.2 The Client and the Representatives shall be entitled at all reasonable times to monitor Tritone Studios's performance of the Post Production Work and Tritone Studios shall carry out the Post Production Work at the direction of and subject to the monitoring and approval of the Client or the Representatives

3.3 The Client, at its request, shall be entitled and shall be given all reasonable opportunity to evaluate by any reasonable means the content and quality of the Recording



3.4 For the avoidance of doubt the Client acknowledges and accepts that it is incumbent upon the Client to ensure that the Pre Production Master meets with its full satisfaction as aforesaid before proceeding to mass production commercial exploitation of the recording thereon

4. THE FEES

4.1 Following an online or telephone enquiry Tritone Studios will make a provisional booking for the client. Within two weeks the client must send Tritone Studios a completed booking form or mail and transfer a booking deposit to Tritone Studios. The amount of the deposit is at the sole discretion of Tritone Studios. In general this deposit will amount to 30 % of the total Booking Fee.

On receipt of the booking form and deposit by Tritone Studios the clients provisional booking will become a firm booking, which Tritone Studios will confirm via email.

If after two weeks of making a provisional booking Tritone Studios has still not received the clients booking form and deposit, Tritone Studios reserves itself the right to make the date(s) available to other customers.

4.2 Unless otherwise agreed, the final balance must be paid in full by bank transfer or cash latest at the end of the clients last recording session.

4.3 The Fees shall not be reduced on account of:

4.3.1 the Client's failure to use the Studio for any or all of the Period of the Booking

4.3.2 the Client's cancellation of the Booking or any part thereof.

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

5.1 Tritone Studios will supply all blank media for recording.

5.2 The Client will be responsible for the integrity of the Client's Own Part Recorded Media and Tritone Studios shall not be liable for any deficiency in or caused by such Media.

5.3 The Client hereby warrants undertakes and agrees that it shall procure that each of the Client's Personnel shall abide by the Studio's rules, regulations and health and safety policy and that it shall be responsible:

5.3.1 for the actions of the Client's Personnel upon Tritone Studios's premises

5.3.2 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



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

5.3.4 for any costs and expenses incurred by Tritone Studios on behalf of the Client at the Client's request

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

5.4 The Client shall vacate the Studio and remove all Client's Equipment forthwith at the end of the Period of Booking. Tritone Studios shall be entitled by 3 (three) months' notice to the Client to require the Client to collect the Client's Equipment and in default of collection of the Client's Equipment on or before the expiration of the said period of notice, Tritone Studios shall be entitled to destroy or otherwise dispose of the Client's Equipment

6. SOUND LEVELS

The Client hereby acknowledges 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

6.1 the Client shall be responsible for noise levels within the Studio

6.2 high noise levels shall not be sustained for long periods

6.3 Tritone Studios 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 Tritone Studios in respect of inconvenience or time lost in the event of such action

7. RECORDINGS AND MATERIALS

7.1 The Client shall procure the collection of the Recordings and ancillary materials (if any) ("the Materials") immediately upon payment in full of Tritone Studios's invoice applicable thereto ("the Collection Date")

7.2 After the Collection Date:

7.2.1 notwithstanding any other provision contained within the Conditions the Materials shall be held by Tritone Studios solely at the risk of the Client

7.2.2 the Client shall be liable to Tritone Studios for such reasonable charges as Tritone Studios may raise against the Client for the continued storage of the Materials



7.2.3 Tritone Studios shall be entitled to serve notice on the Client requiring the Client to collect the Materials within 3 (three) months of the date of such notice failing which Tritone Studios shall be entitled to destroy or otherwise dispose of the Materials

7.3 Notwithstanding the foregoing until such time as Tritone Studios shall be in receipt of cleared payment of all the Fees:

Tritone Studios shall be entitled to retain possession of all of the Materials

7.4 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 Tritone Studios's premises shall vest in the Client

7.5 Tritone Studios retains a general lien on any property of the Client Master Recordings and or Materials in its possession for any unpaid balance the Client may owe to Tritone Studios .

8. INDEMNITY

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

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

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

8.3 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

8.4 any loss or damage caused to Tritone Studios by Clients use of Clients Personal or Clients Own Part Recorded Material.

9. CONTENT OF RECORDING AND RESTRICTIONS

9.1 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 libelous and the Client will indemnify Tritone Studios against any liability in respect thereof and shall pay all costs and expenses which may be incurred by Tritone Studios 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.



9.2 The Client is permitted to acknowledge that the Recording, Mastering or Post-Production Work took place at Tritone Studios. Notwithstanding the foregoing, the fact that the Recording is recorded, mastered or subject to Post-Production Work in the Studio does not imply an “endorsement” as between Tritone Studios and the Recording or the Client. Should it come to Tritone Studios’s attention that the Client is implying such an endorsement Tritone Studios shall notify the Client and the Client shall cease the relevant activity that is implying the endorsement in relation itself and/or the relevant Recording.

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

10. STUDIO BREAKDOWN WARRANTY

In the event of Studio Breakdown Tritone Studios 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.

11. MASTER RECORDING AND POST PRODUCTION WORK WARRANTY

11.1 The Client shall promptly notify Tritone Studios in writing of any defect in or loss of or damage to the Master Recording or the Post Production Work of which it is made aware whether as a result of any test carried out by the Client pursuant to clause 3 or otherwise

11.2 Tritone Studios 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 Tritone Studios

11.3 In the event that Tritone Studios is unable reasonably to effect such rectification or replacement its liability in respect of any Master Recording or Post Production Work shall be limited to the Maximum Liability

12. 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 Tritone Studios, and that Tritone Studios'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.

13. TRADE MARKS

The Trade Marks are the property of Tritone Studios and the Client shall not use the Trade Marks unless expressly authorized in writing by Tritone Studios to do so.



14. FILMING AND PHOTOGRAPHY RESTRICTIONS

14.1. The Client shall not and it shall procure that Client's Representatives shall not photograph or film any part of the Studio Buildings without Tritone Studios permission.

15. COMPANY'S OVERALL LIABILITY

15.1 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 Tritone Studios then other than in cases of death or personal injury Tritone Studios's liability therefore shall be limited in any event to the Maximum Liability in respect of the aggregate of all instances of such negligence and/or breach arising out of Tritone Studios's performance of its obligations under this Agreement

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

15.2.1 indirect or consequential loss or damage

15.2.2 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 Tritone Studios, its servants or agents in respect of this Agreement

15.3 Tritone Studios's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute or otherwise howsoever, are hereby excluded.

15.4 The Client accepts as reasonable that Tritone Studios'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 Tritone Studios have had regard to the price and nature of the Booking and the Post Production 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.



16. FORCE MAJEURE

Notwithstanding any other term of this Agreement Tritone Studios 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 Tritone Studios to the Client of such cause, Tritone Studios 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 Tritone Studios or of a third party)
- difficulties in obtaining raw materials, labour, fuel, parts or machinery
- power failure or breakdown in machinery

17. MISCELLANEOUS

17.1 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 Tritone Studios

17.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other

17.3 No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto

17.4 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

17.5 For the purpose of the Contracts this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

17.6 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by fax (PROVIDED that proof of transmission can be produced) to the



address or fax number respectively of the applicable party specified on the Booking Form on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.

17.7 This agreement shall be construed in accordance with the laws of Luxembourg and subject to the exclusive jurisdiction of Luxembourg.

X

Tritones Srudios
Representative

X

Client