

Pier House Studios

General Terms and Conditions for Studio Hire and Post-Production Hire

Contents

1. Agreement
2. Studio Facilities
3. Post Production Work
4. The Fees
5. The Client's Own Media, Personnel and Equipment
6. Sound Levels
7. Recordings and Materials
8. Indemnity
9. Content of Recording
10. Studio Breakdown Warranty
11. Master Recording and Post Production Work Warranty
12. Client's Recordings
13. Company's Overall Liability
14. Force Majeure
15. Miscellaneous

Definitions

"Pier House Studios"	means the recording studio owned by Pier House Studios situated at 1a Granton Square, Edinburgh EH5 1HE.
"Agreement"	means the agreement comprised in these Conditions and our Booking Form
"Archive Recording"	means any Client's recording which may be unique or irreplaceable
"Booking Form"	means any written quotation given by Pier House Studios and accepted by the Client (to be deemed accepted when work begins if no prior acceptance is received by Pier House Studios) or the description of supply (but not any "terms and conditions") contained in any written order of the Client accepted by Pier House Studios (to be deemed accepted when work begins if no prior acceptance is received by the Client)
"Client"	means the person or company referred to in the Booking Form
"Client's Equipment"	means equipment brought onto Pier House Studios' premises by the Client, or the Client's Personnel or any servant agent or contractor for and on behalf of the Client.
"Client's Own Part Recorded Media"	means the Client's own recording media incorporating pre-recorded material including without limitation single or multi-track recording tape and computer software.
"Client's Personnel"	means persons invited by the Client to enter the Studio during the Booking
"Client's Recording"	means a recording made before the period of Booking which is delivered to the Company by the Client in connection with this Agreement
"Company"	means Pier House Studios
"Conditions"	means these conditions

"Fees"	means the Post Production Work Fee
"Mastering"	means the processing by Pier House Studios of Recordings in accordance with the description in the Booking Form.
"Master Recording"	means the original recording produced for the Client in the course of the Booking on the media and in the format described in the Booking Form
"Maximum Liability"	means the maximum liability on the part of Pier House Studios to the Client arising under or in connection with this Agreement being £500
"Operators"	means the staff of Pier House Studios named as such in the Booking Form
"Period of Booking"	means the period described as such in the Booking Form or the starting date for the Booking
"Post Production Work"	means the processing by Pier House Studios of Recordings in accordance with the description in the Booking Form
"Post Production Work Fee"	means the fee payable by the Client to Pier House Studios for the Post Production Work as specified in the Booking Form or if not specified then calculated in accordance with Pier House Studios' usual scale of charges
"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 Pier House Studios on behalf of the Client in respect of Pier House Studios' 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 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
"Transfer"	Digitisation of a Client Recording to create a digital sound file, the Archive Master, which is a copy of the analogue original
"Work Product"	means Master Recording or Archive Master, Pre-Production Master, Access Copy, Approval Copy, or Client Recording delivered to the Client by Pier House Studios which has been the subject of recording, Mastering or Post-Production Work

1. AGREEMENT

These Terms and Conditions alone shall apply to all facilities hired and work done by Pier House Studios for the Client and shall prevail over any terms and conditions put forward by the Client unless otherwise expressly agreed in writing by Pier House Studios.

2. STUDIO FACILITIES

2.1 Pier House Studios shall produce the Work product at the direction and subject to the monitoring and approval of the Client or the Representatives.

2.2. The Client 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 Client's Own Part Recorded Media (including any virus damage)

2.2.5 any acts and omissions of the Client's Representatives as if those acts and omissions were its own, and that accordingly Pier House Studios gives no warranty as to the foregoing

3. POST PRODUCTION WORK

3.1 Pier House 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 Pier House Studios' performance of the Post Production Work and Pier House 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 The Client acknowledges and accepts that it is incumbent upon the Client to ensure that the Work Product meets with its full satisfaction before proceeding to commercial manufacture or other use of the Work Product by the Client or its representatives

4. THE FEES

4.1 The Client shall pay the whole of the Fees and any other sums payable by the terms of this Agreement within thirty (30) days of Pier House Studios' invoice.

4.2 The Client shall be liable to pay interest on any sums over due and payable to Pier House Studios from time to time at the rate of four per cent (4%) per annum above The Royal Bank of Scotland plc base rate.

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

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

5.2 The Client agrees that it shall be responsible:

5.2.1 for any and all loss or damage to any person's equipment or premises as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media

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

5.2.3 for any costs and expenses incurred by Pier House Studios on behalf of the Client at the Client's request

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

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 accordingly

6.1 high noise levels shall not be sustained for long periods

6.2 Pier House 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 Pier House 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 Pier House Studios' 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 Pier House Studios solely at the risk of the Client

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

7.2.3 Pier House 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 Pier House Studios shall be entitled to destroy or otherwise dispose of the Materials

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

Pier House 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 Pier House Studios' premises shall vest in the Client

7.5 Pier House 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 Pier House Studios.

8. INDEMNITY

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

8.1 the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by Pier House 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 Pier House Studios by Client's use of Client's Personal or Client's 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 libellous and the Client will indemnify Pier House Studios against any liability in respect thereof and shall pay all costs and expenses which may be incurred by Pier House 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 Pier House 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 Pier House Studios shall 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 and shall have no liability or obligation to the Client beyond this remedy.

11. MASTER RECORDING AND POST PRODUCTION WORK WARRANTY

11.1 The Client shall promptly notify Pier House Studios in writing of any defect in or loss of or damage to the Work Product 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 Pier House 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 Pier House Studios

11.3 In the event that Pier House 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 Pier House Studios, and that Pier House Studios' 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.

It is accepted by the Client that during evaluation and Transfer of Client's Recordings there may be damage to and/or loss of Client's Recordings. Pier House Studios will as far as possible inform Clients where there is such risk. Pier House Studios can accept no liability in the event of loss or damage of any kind to the Client's recordings.

13. COMPANY'S OVERALL LIABILITY

13.1 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 Pier House Studios then other than in cases of death or personal injury Pier House Studios' 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 Pier House Studios' performance of its obligations under this Agreement

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

13.2.1 indirect or consequential loss or damage

13.2.2 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 Pier House Studios its servants or agents in respect of this Agreement

13.3 Pier House Studios' 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, at common law or otherwise howsoever, are hereby excluded.

13.4 The Client accepts as reasonable that Pier House Studios' 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 Pier House 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.

13.5 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.

14. FORCE MAJEURE

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

15. MISCELLANEOUS

15.1 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 Pier House Studios

15.2 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

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

15.4 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

15.5 For the purpose of the Contracts (Rights of Third Parties) Act 1999, 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.

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

15.7 This agreement shall be governed by and construed in accordance with the laws of Scotland and the Client agrees to submit to the non-exclusive jurisdiction of the Scottish Courts.