

Terms and Conditions of Hire

These Terms and Conditions apply to all facilities hired to, and work done by Artisan Music for, our clients unless otherwise expressly agreed in writing by us. By making a booking for Artisan Music studio, you acknowledge you have read and understood and accept these Terms and Conditions.

Our facilities

We will make the studio and operators available to you for the duration of your agreed booking for your project. Only people directly involved in the project are permitted to come to the studio during your booking and we reserve the right to require any person not involved to leave the premises.

Confirmation of bookings

We will confirm your booking with a "Booking Confirmation" email. Depending on your project, full payment or a deposit is required to secure the booking – please refer to our **Fee Schedule** for a list of our services and charges. Until a booking is confirmed, our rates, policies, and equipment may change without notice. It is your responsibility to set limitations on all expenses arising from any session you book. Any limitations on expenses should be clearly expressed to us before commencing any session.

Use of Yamaha C5 Grand Piano

Use of the Yamaha C5 Grand Piano is subject to availability on the day of your session(s). In the event that the Yamaha C5 Grand Piano is unavailable on the day of your session(s) due to an overriding hire agreement with a third party, you will have the option to either use electronic options or the studio upright piano. Any applicable fees are included in the **Fee Schedule**.

Our rates and fees

We may require payment of a deposit in advance of the commencement of your project. Unless we approve any other payment arrangement in writing before the completion of your project, we require payment in full before the completion of your studio booking. No recorded media from a session will be turned over to you until outstanding charges for all completed studio work have been paid in full (including post or courier costs). We will retain a general lien on any master recordings and or materials in our possession for any unpaid balance you may owe to us. You will be liable for any fees, costs and expenses we incur for any debt collection process.

Day Sessions and Overtime

You are responsible for managing your session(s) in accordance with the agreed run sheet provide by Artisan Music or otherwise agreed. Day sessions strictly consist of a total of 8.5 hours, including a 30-minute break time. Overtime will be charged at full hourly rates.

Cancellations

Please only book when you are certain you can attend the session(s) you book, to avoid paying cancellation fees as our business is based on the studio being continuously booked. You must notify us by email or telephone no later than 72 hours before scheduled start time of your booked session. Once a booking is confirmed, cancellation or postponement of a session with less than 72 hours of your booking will result in a cancellation fee equal to 75% of our daily rate, which will be deducted from your initial payment.

If we are unable to conduct a booked session for any reason (such as illness or family emergency), then we will re-book any cancelled booking at another time that is mutually acceptable (and having regard to our other bookings) or refund your deposit in full.

Back ups

Unless otherwise agreed, you must bring your own portable hard drives for the purpose of recording and backing-up your sessions and we will, upon request, provide information regarding correct hard drive specifications. Refer to our **Fee Schedule** for our back up service rates and specifications.

Archiving and transfers

We archive recordings on the most reliable prevailing media available. We take utmost care with the archiving and storing of materials, but take no responsibility for media that deteriorates over time, breaks, develops faults, or is in a format that is obsolete. We do not guarantee that archives can be recovered as the service is used for convenience and not to maintain data integrity. In the case of transfers from old media (e.g. tape or old digital formats) to a new medium, we will take the greatest of care but accept no responsibility for any outcome arising from such transfer.

Technical faults

You must promptly notify us in of any defect in or loss of or damage to any masters or other agreed work we do for you. We will use our reasonable endeavours to correct any such defect and to effect replacement of lost or damaged materials which are attributable to faulty materials or workmanship of Artisan Music. If we are unable reasonably to remedy or replace any loss due to our faulty materials or workmanship, our maximum liability to you will be limited to the fees you paid to us for your project.

GST

All prices quoted in our **Fee Schedule** are inclusive of Goods and Services Tax unless otherwise stated.

Our responsibilities

We will supply all equipment in good working order for your session. In the unlikely event of a failure or breakdown or unavailability for any reason on our part which effects your session, we shall have the option of either replacing (as soon as can reasonably be arranged) the facilities which have been lost as a result of the studio breakdown or credit or refund to you some or all of any booking fee already paid as a full remedy.

Your responsibilities

Clients are responsible for:

- ensuring the suitability of our studio for your purpose;
- ensuring that your equipment is compatible with the studio;
- the costs of any third party equipment you hire for your session;
- the costs of any damage upon or to our property whilst on the premises or whilst hiring any of our equipment in another premises;
- any costs and expenses we incur on your behalf at your request (such as hire or freight charges);
- any and all loss or damage to your equipment used or stored at the studio, which shall be at the sole risk of you as the client;
- the technical ability of any personnel engaged by you;
- any deficiency, problem or damage (including any virus) caused by use of your pre-recorded material (such as multi-track recordings, hard drives or computer software) brought into the studio;
- ensuring that any master recording is technically satisfactory before manufacturing or commercially exploiting those recording;
- any acts and omissions of your personnel (including in relation to our Studios rules or health and safety guidelines).

Occupational health and safety

While on our premises, you and your personnel must comply with our occupational health and safety guidelines. We reserve the right to refuse use of any equipment (including software) on our premises if, in our opinion, that equipment exposes our property or personnel to risk of loss or damage, is unsafe or breaches occupational health and safety laws including failure to comply with Australian Safety Standards (such as safety inspection testing and tagging of portable electrical equipment connected to electricity supply by flexible cord).

Studio rules

- Artisan Music studio is a smoke free and drug free environment. No smoking or drug taking is permitted anywhere inside the premises by you or your personnel. A smoking area may be provided outside the building. If you or your personnel are found to have been smoking or drug taking inside the premises, a \$550 cleaning fee will be charged and the remainder of your session may be cancelled without refund.
- No food or beverages will be allowed in the control room or near any equipment whatsoever.
- The studio must not be used in any way that might cause annoyance or disturbance to the other occupiers or users of the neighboring businesses and noise levels will be kept at a tolerable level in all areas of the studio (including the office area, kitchen and lounge).
- Please help us to keep the studio tidy by placing any rubbish in the bins provided.
- There is onsite parking however we do not take any responsibility for any damage or loss incurred as a result of parking onsite. Guidance will be given on arrival or booking on where to park. Please park considerately.

At the end of the session

Clients must vacate the studio and remove all masters and any equipment you brought or hired for your project at the end of your booking. If you do not remove all such masters or equipment within 14 days of the end of your booking you may be liable for such reasonable charges for the continued storage of those items. If you do not collect any masters or equipment left behind 14 days after further notice from us to collect those items, we will dispose of those masters or equipment without further notice to you.

Liability

Notwithstanding any other provision contained within these Terms and Conditions, we will not be liable to you (and any of your personnel) for any indirect or consequential loss or damage, loss of profits or goodwill or anticipated savings arising from any fault in the studio or any act or omission of Artisan Music or its directors, employees, subcontractors in providing our services to you. Whilst every effort is made to ensure reasonable security at our studio, we accept no liability for loss, theft or damage to your property, tapes or recording/backup media whilst on our premises.

Indemnity

You indemnify Artisan Music and its directors, employees subcontractors and agents against all and any losses, damages or claims by third parties howsoever arising in respect of any loss or damage to any property including tapes, discs and media, corruption of data or computer systems and software, breach of intellectual property rights, personal injury or death, breach of contract or breach of law caused by any act or omission by you or your personnel. You are liable for all and any losses, damages or claims in respect of any loss or damage to any of our property including tapes, discs and media, corruption of data or computer systems and software, personal injury, breach of contract or breach of law caused by any act or omission by you or your personnel.