



**Woodley Moss LTD Terms and Conditions
for Studio Hire**

Terms and Conditions

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Terms and Conditions

Definitions

“Booking” means the hire of the Studio as well as any Extra Services for the Hire Period.

“Booking Fee” means the amount payable to the Company by the Client for the Booking of hire as stated in the Booking Form, or if not stated then as calculated in accordance with the normal charges of the Company.

“Booking Form” means written quotation of whatsoever nature issued by the Company and accepted by the Client (to be deemed accepted when work commences if no prior written acceptance is received by the Company) or the description of supply (but not any “terms & conditions”) contained in any written format of the Client accepted by the Company.

“Extra Services” means any Extras added in addition to the primary service selected on the Booking Form.

“Client” means the person or company referred to in the Booking Form.

“Client’s Equipment” means any equipment brought onto the Company’s Premises by the Client, the Client’s Personnel or Client Representatives.

“Client’s Personnel” means any persons invited and directly accompanying the Client to enter the Studio in relation to the Booking.

“Client’s Representatives” means any persons acting on behalf of the Client in relation to entering the Studio or engaging with any business of whatsoever nature with the Company.

“Client’s Media” means the Client’s personal media of whatsoever nature including but not limited to personal pre-recorded material in any format personal visual media such as video and photographic content.

“Company” means Woodley Moss LTD trading as Woodley Moss Studios.

“Company’s Invoice” means the document issued to the Client consisting of the total work being carried out for the Client and the amounts payable to the Company by the Client.

“Fees” means the Booking Fee and any other amounts payable to the Company as stated on the Company’s invoice.

“Formally Accepted” Written confirmation or notification of acceptance to the Client by the Company.

“Hire Period” means the period of time the Studio shall be hired for by the Client as described in the Booking.

“Parties” means both the Company and the Client.

“Premises” means the premises containing Woodley Moss LTD located at Little Normanby, Main Street Normanby, Scunthorpe DN15 9HZ.

“Project” means the service/s as described on the Booking Form and Company’s Invoice.

“Post-Production Work” means any post-production processing carried out by the Company of any kind of Project as described on the Booking Form and/or Company’s Invoice during or beyond the Hire Period.

“Recording” means any single or multi-track audio and/or audio-visual recording of one or more pieces of recorded sound or visual media recorded or used during the Booking or which is the subject of any types of work carried out in the Studio.

“Work Products” means any and all final products of work carried out by the Company that is deliverable or is to be accessible to the Client.

Session Footage” means any audio and/or photographic/video material documenting the making of any Project, Recording or any other work during the Hire Period.

“Studio” means the recording studio and equipment specified in the Booking Form.

“Staff” means the staff of the Company identified as such in the Booking Form.

1.0 Bookings & Cancellations

- 1.1 The Company will only accept and confirm Bookings under the circumstances that all necessary and requested Staff are available to undertake the Project.
- 1.2 When a Project or Booking is Formally Accepted by the Company;
 - 1.2.1 It is the responsibility of the Client to be in communication with the associated Staff and to be able to respond to the enquiries of whatsoever nature made by said Staff member/s.
 - 1.2.2 The associated member of Staff will contact the Client through the email address or phone number provided by the Client.
 - 1.2.3 If the Client does not respond within 48 hours to the first attempt of contact made by Staff, the associated member of Staff will make a second attempt to contact the Client using either the same or alternative method. Following the second attempt, the Staff is not obligated to make any further attempts to contact the Client.
 - 1.2.4 It is the Client's responsibility to check all potential locations/folders in their associated email address and phone for attempts of contact made by the Company.
 - 1.2.5 If there are any problems with the contact or Project details provided by the Client, it is the Client's responsibility to contact the Company to amend said problems and the Company holds no responsibility for any defects in the execution of the Booking arising from said problems.
- 1.3 If the Company receives no response or attempt of communication by the Client despite the previous attempts of communication made by the Staff, both Parties will deem the Booking to be accepted and in place and the Company shall reserve the right to retain any and all payments associated with the Booking.
- 1.4 The Client may request to rearrange the Booking at least 10 days prior to the start of the Hire Period and the Company shall use its best and reasonable endeavours to satisfy such requests but cannot guarantee the availability of the Studio to the Client beyond the pre-existing Hire Period.
- 1.5 If the Client pays the full amount to the Company at the time of Booking, the deposit will be calculated by the Company in accordance with the total cost of the Booking and stated in the Company's Invoice.
- 1.6 In the event that the Client cancels the Booking within and including 7 days of the time of purchase, the Company will issue a full refund (excluding the 4% payment processing fee paid by the Client at the time of Booking if applicable).
- 1.7 In the event that the Client cancels the Booking after 7 days of the time of purchase and more than 48 hours from start of the Hire Period, the Company reserves the right to retain the deposit paid by the Client at the time of Booking or in accordance with clause 1.5.
- 1.8 In the event that the Client cancels the Booking within 48 hours from start of the Hire Period, the Company retains the full amount of the total cost of Booking including any agreed and paid Extra Services. No refund is given.

- 1.9 In the event that the Client cancels a rearranged Booking at any time, the Company reserves the right to retain any and all Fees and payments made to the Company by the Client. No refund may be given.

2.0 Fees

- 2.1 Unless agreed by the Company otherwise in advance and in writing, the Client shall pay the deposit for the Booking immediately in full and the remaining balance of such Fees owed to the Company as stated in the Company's Invoice shall be paid by the Client in full within 24 hours of the commencement of the Hire Period.
- 2.2 The Company may raise invoices in respect of the Fees at any time.
- 2.3 Any Company's Invoice raised to the Client on or after the commencement of the Hire Period shall be payable immediately.
- 2.4 The Fees will not in any event be reduced or refunded;
 - 2.4.1 By virtue of the Client's failure to use the Studio for any or all of the Hire Period
 - 2.4.2 If any Works Products have been delayed due to events beyond the reasonable control of the Company
- 2.5 The Company may suspend all or part of the services to be provided to the Client under the Booking and reject the release of any Work Products to the Client until all outstanding Fees have been received and cleared by the Company.
- 2.6 The Company may exercise clause 3.8 and clause 7.5.

3.0 The Client's Personnel, Client's Equipment and Client's Representatives

- 3.1 The Company shall supply blank media for Recording if required.
- 3.2 The Client hereby agrees that each of the Client's Personnel and Representatives shall abide by the Company's rules including all points stated on this Woodley Moss LTD Terms and Conditions for Studio Hire document as well as respect the Studio and Staff.
- 3.3 The Client will only authorise people directly involved in the Project to enter the Studio and its Premises and only during the Hire Period. The Company reserves the right to require any person not involved to leave the Premises.
- 3.4 The Client is responsible for;
 - 3.4.1 The Client's own actions and/or omissions
 - 3.4.2 The actions and/or omissions of the Client's Personnel and Representatives
 - 3.4.3 The cost of hire for any Client's Equipment
 - 3.4.4 Any and all loss or damage to the Client's Equipment at any time
 - 3.4.5 The integrity and health of the Client's Media and the Company shall not be liable for any deficiency
 - 3.4.6 Any and all injury, loss or damage to any equipment and Premises caused by any act or omission of the Client, Client's Personnel or Client's Representatives
 - 3.4.7 Any and all injury, loss or damage to any equipment and Premises caused by any deficiency of the Client's Media or Client's Equipment
 - 3.4.8 Any costs and expenses incurred by the Company on behalf of the Client, at the Client's request or the request of the Client's Personnel and/or Client's Representatives

- 3.5 The Client shall swiftly vacate the Studio and remove all Client's Equipment, Client's Personnel and and Client's Representatives at the end of the Hire Period.
- 3.6 The Company reserves the right to issue the Client 2 months notice to require the Client to collect the Client's Equipment and any equipment left by the Client's Personnel and/or the Client's Representatives. Should the Client fail to do so on or before the expiration of the notice period the Company shall reserve the right to destroy or otherwise dispose of said equipment without liability to the Client.
- 3.7 The Client understands and agrees that all risk in the Client's Equipment, Client's Personnel's Equipment and/or Client's Representative's Equipment when in transit or otherwise off the Premises shall vest in the Client.
- 3.8 The Company retains a lien on any property of the Client and/or Client's Equipment in its possession for any unpaid balance of sums the Client may owe to the Company.
- 3.9 The Client is responsible for the integrity of the Client's Media including but not limited to the Client's Part-Recorded Media and the Company shall not be liable or held responsible for any deficiency in or caused by such media under any circumstance.

4.0 Studio Facilities

- 4.1 The Client is solely responsible for;
 - 4.1.1 Ensuring that the Client's Equipment and Client's Media is compatible with the Studio
 - 4.1.2 Ensuring that the Studio is suitable for the Client's purpose and needs
 - 4.1.3 The quality of any Work Product engineered by the Client's Personnel and/or Client's Representatives
 - 4.1.4 Any damage or issue caused to the Studio (including any Studio equipment and software) or to the Recordings on account of the use of the Client's Media, including but not limited to virus damage

5.0 Sound Levels

- 5.1 The Client understands that it must comply with all relevant legislation and regulation aimed to protect persons from prolonged exposure to high levels of noise (identified as 85dB(A) as it may cause damage to hearing.
- 5.2 The Client is responsible for the noise levels within the Studio and keep it as low as reasonably practicable. The Client shall be liable for any damage to hearing caused to the Client, the Client's Personnel and the Client's Representatives.
- 5.3 The Company reserves the right to take any action deemed necessary to maintain safe and tolerable noise levels and that no claim whatever nature shall be made against the Company in regards to time lost or inconvenience of such actions.

6.0 Filming and Photography

- 6.1 The Client, the Client's Personnel and the Client's Representatives are permitted to film and photograph within the Studio building provided that it is for professional purposes including but not limited to;
 - 6.1.1 Session Footage
 - 6.1.2 PR content
 - 6.1.3 Promotional or marketing content
- 6.2 The Company reserves the right to halt any and all filming and photography in the Studio or on its Premises at any moment.
- 6.3 Professional filming in the Studio or on its Premises for productions such as music videos will be requested by the Client for approval by the Company and agrees to pay any accompanying Fees if applicable.

7.0 Work Products and Materials

- 7.1 The Client agrees to procure the collection of the Work Products and ancillary materials (if any) after the agreed collection date as agreed between both Parties.
- 7.2 After the agreed Collection Date;
- 7.2.1 The Work Products and any associated materials shall be held by the Company solely at the risk of the Client
- 7.2.2 The Company reserves the right to issue the Client 2 months notice to require the Client to collect, save or download any and all Work Products or ancillary materials. Should the Client fail to do so on or before the expiration of the notice period the Company shall reserve the right to destroy or otherwise dispose of Work Products and/or ancillary materials without liability to the Client
- 7.3 Notwithstanding the foregoing, until such time the Company shall be in receipt of cleared payment of all the Fees and any amounts payable by the Client the Company reserves the right to retain possession of all Work Products and materials.
- 7.4 The Client understands and agrees that all risk in the Work Products and/or materials when in transit or otherwise off the Premises shall vest in the Client.
- 7.5 The Company retains a lien on any property of the Client and/or materials in its possession for any unpaid balance of sums the Client may owe to the Company.
- 7.6 The Company reserves the right to retain a copy of any and all Work Products and Recording of whatsoever nature involved with the Company and/or by the Client and reserves the right to use said Work Products and/or Recording for any means the Company sees fit without the risk of objection by the Client to do so at any time.

8.0 Indemnity

- 8.1 The Client understands and agrees to indemnify the Company against any loss, damage, costs and/or expenses suffered or incurred by the Company by virtue of:
- 8.1.1 The Client's making, use or exploitation of any work carried out in the Studio or by Staff
- 8.1.2 The Client's cancellation of the Booking including but not limited to any reasonable costs or expenses incurred by the Company that is associated with the Booking prior to the cancellation of, or as a result of, the Booking
- 8.1.3 The Client's breach of any of the Terms and Conditions listed on this Woodley Moss LTD Terms and Conditions for Studio Hire document
- 8.1.4 Any loss or damage caused to the Company or the Premises of whatsoever nature caused by the Client, the Client's Personnel or the Client's Representatives or as a result of the any use of the Client's Media or Client's Equipment
- 8.2 The Client is liable to pay any and all legal fees, costs and expenses incurred by the Company in protection of its rights under this Woodley Moss LTD Terms and Conditions for Studio Hire document and for any action taken by the Company to collect any amounts due to the Company.

9.0 Content of Recording and Restrictions

- 9.1 The Client warrants that nothing whatsoever shall be included in any Recording or Work Products which constitutes a breach or infringement of any copyright or rights of any third party or shall be in any way illegal, scandalous or obscene. The Client indemnifies the Company against any liability in respect of such infringements and will pay any and all costs and expenses incurred by the Company in reference to any such claim. The Client is liable to pay any and all legal fees, costs and expenses incurred by the Company and shall extend to any amount paid on a lawyer's advice in respect to any such claim.

9.2 The Client declares that that no Recording shall be used to create software or hardware audio products including but not limited to, plug-ins or sample instruments without written permission from the Company.

10.0 Access

10.1 The Client's access to the Studio shall be limited to such areas of the Premises that are necessary for the Booking or as permitted by the Company.

10.2 The Company reserves the right to refuse entry by the Client, Client's Personnel or Client's Representatives at any time.

10.3 The Company reserves the right to request and require the Client, Client's Personnel or Client's Representatives to leave the Studio and it's Premises immediately at any time.

11.0 Termination

11.1 The Company reserves the right to terminate any Booking, service or agreement at any time with immediate effect without the reduction or refund of any Fees received to the Company by the Client in the event that; any of the Terms and Conditions within this document are breached.

11.2 The Company also reserves the right to terminate any Booking, service or agreement at any time with immediate effect without the reduction or refund of any Fees received to the Company by the Client in the event that;

11.2.1 The Company deems any Staff, Equipment, the Studio or its Premises are in any way under threat of injury, loss or damage by virtue of the Client, the Client's Personnel or the Client's Representatives

12.0 Force Majeure

12.1 Notwithstanding any other term of this Terms and Conditions document the Company shall not be under any liability for any failure to perform any of its obligations under this Terms and Conditions document or any other Booking document due to "Force Majeure". Following the notification by the Company to the Client of such cause, the Company shall be entitled to a reasonable extension of time to perform its obligations. For the purpose of any agreement, "Force Majeure" means any matters beyond the reasonable control of the Company, including but not limited to:

12.1.1 An Act of God, explosion, flood, fire, tempest or accident

12.1.2 An epidemic or pandemic, including but not limited to, any outbreak of COVID-19

12.1.3 A threat of war, sabotage, insurrection, civil disturbance or requisition

12.1.4 Import or export regulations or embargoes

12.1.5 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority

12.1.6 Strikes, lock-outs or other industrial actions or trade disputes (whether involving Staff of the Company or of a third party)

12.1.7 Power failure or breakdown in machinery or equipment

12.2 In the event of a force majeure caused by the Client which results in the cancellation of a session before it has commenced then terms of cancellation identified in section 1.0 of this Terms and Conditions document apply.

- 12.3 In the event of Real World cancellation by the Company, the Company in the first instance look to reschedule the Booking. Failing that, the Company will reimburse any received payment in an agreed manner (excluding the 4% payment processing fee paid by the Client at the time of Booking, if applicable).
- 12.4 In the event of a force majeure resulting in the cancellation of a session whilst taking place during the Hire Period, the Company will refund 50% of the cost of Studio Hire and 50% of the cost of any Extra Services that commenced during the Hire Period up to the point of cancellation.