



## RAK Studios Terms and Conditions

### 1. DEFINITIONS

In these terms and conditions, the following definitions shall have the following meanings:

<b>Agreement</b>	the agreement comprised in the Booking Agreement and these Conditions [and RAK's COVID 19 - Precautions and Protocols and COVID 19 - Additional terms and conditions as referred to in the Booking Agreement];
<b>Booking</b>	the hire of the Studio subject to these Conditions;
<b>Booking Fee</b>	the fee payable by the Client to RAK for the Booking as specified in the Booking Agreement;
<b>Booking Agreement</b>	RAK's written quotation accepted by the Client;
<b>Client</b>	the person or company referred to in the Booking Agreement contracting with RAK;
<b>Client's Equipment</b>	any equipment brought onto the Premises by the Client or the Client's Personnel;
<b>Client's Own Media</b>	the Client's own recording media incorporating pre-recorded material, including without limitation multi-track recordings, tape and computer software;
<b>Client's Personnel</b>	any persons invited or permitted by the Client to enter the Studio during the Booking or engaged by the Client in relation to the Recordings or the Booking including (without limitation) any and all guests, employees, directors, artists, musicians and any agent, contractor or representative or other person authorised by the Client to enter the Studio;
<b>Client's Recording(s)</b>	a recording or recordings made before the period of Booking which is or are brought to the Studio by the Client in connection with this Agreement;
<b>Conditions</b>	these terms and conditions;
<b>Confidential Information</b>	information (whether written or otherwise) relating to RAK, its clients, their recordings or recording activities which is not readily known by the general public and not directly related to the Booking;
<b>Master Recording</b>	the original recording produced for the Client in the Studio in the period of the Booking;
<b>Operators</b>	RAK's producer, engineer and/or assistant(s) named in the Booking Agreement;
<b>Period</b>	the period the Studio(s) shall be hired for by the Client as described in the Booking Agreement;
<b>Premises</b>	the premises containing recording studios at 42-48 Charlbert Street, St Johns Wood, London NW8 7BU;

<b>Pre-Production Master</b>	a Recording in a form intended for mass production without further material change;
<b>RAK</b>	RAK Studios Ltd t/a RAK Studios registered in England and Wales under company number 04274375 and with its registered office at 42-48 Charlbert Street, St Johns Wood, London NW8 7BU;
<b>RAK IP</b>	all rights, title and interest in and to all still photographic images displayed at the Studio and any and all logos, names, trademarks, copyright and all other intellectual property relating to and in the Premises (including without limitation the “RAK” and “RAK Studios” names and associated logos) and all such materials and objects and rights belong to and are owned by RAK;
<b>Recording</b>	any single or multi-track audio and/or audio-visual recording or data programming (or derivative thereof) or any one or more pieces of recorded sound or visual image recorded or used, mastered or subject to post production mixing or mastering during the Booking, including any individual Master Recording, Pre-Production Master or any individual Client's Recording;
<b>Session Footage</b>	all audio and/or audio-visual material documenting the progress and making of the Recording in the Studio during the Period;
<b>Studio</b>	the recording studio and the equipment specified in the Booking Agreement; and
<b>Start Time</b>	the agreed beginning of the Booking.

## 2. **AGREEMENT**

- 2.1 These Conditions apply to all Studio(s) hired by the Client to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply and including any term implied by law, (so far as is possible) or otherwise). The Client may only book the Studio(s) for the purpose of creating Recording(s) and not for any other purpose.
- 2.2 The Agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of RAK which is not set out in the Agreement. No variation or amendment to the Agreement shall be effective unless made in writing and signed by RAK.
- 2.3 The Booking shall only be deemed to be accepted when the Client issues written acceptance by way of a signed Booking Agreement, or when the Client arrives at the Premises to use the Studio if no prior written acceptance is received by RAK, at which point and on which date the Agreement shall come into existence PROVIDED THAT RAK's offer of the Booking shall be valid only if accepted by the Client as aforesaid within 7 days of its date following which it will lapse. Until accepted by the Client and payment in full of the amount of the Fee due on signature, the Booking is not confirmed, and RAK may cancel the proposed Booking without penalty or liability to the Client.

### **3. STUDIO FACILITIES**

- 3.1. RAK shall make the Studio and (if agreed) the Operators available to the Client for the Period. Notwithstanding the foregoing RAK may at any time (without any liability or reduction in Booking Fees) move any Booking from a specific studio to a similar suitable studio in the Premises.
- 3.2 The Client shall only permit or authorise Client's Personnel directly involved in the Recording(s) to enter the Premises and the Studio and only during the Period, any person who is not such a person will be refused admittance and (if necessary) be required to leave the Studio and/or the Premises immediately.
- 3.3 The Client hereby agrees that it shall be responsible for:
- 3.3.1 ensuring the suitability of the Studio for the Client's purpose;
  - 3.3.2 ensuring that the Client's Equipment shall be compatible with the Studio;
  - 3.3.3 the technical quality of any recording engineered by the Client's Personnel (including the Client's Recording and the Client's Own Media); and
  - 3.3.4 any problem or damage caused to the Studio (or any equipment therein) or to the Recordings by virtue of the use of Client's Own Media (including any computer virus damage).

### **4. BOOKING FEE**

- 4.1 Unless otherwise specified in the Booking Agreement the Client shall pay the Booking Fee and any other sums payable under this Agreement on signature of the Booking Agreement.
- 4.2 The Client shall be liable to pay interest on any sums overdue and payable to RAK from time to time at the rate of four per cent per annum above the Royal Bank of Scotland PLC's base rate.
- 4.3 The Client agrees to pay from the Start Time, which is 10:00 AM local time unless otherwise specified in writing by the Client before 5:00 PM local time the previous day.
- 4.4 The Booking Fee shall not in any event be reduced or refunded on account of:
- 4.4.1 the Client's failure to use the Studio for any or all of the Period;
  - 4.4.2 the Client's cancellation of the Booking or any part thereof other than as expressly set out in these Conditions.
  - 4.4.3 the Client's failure to supply a start time.
- 4.5 RAK reserves the right to allocate the studio facilities to other clients or activities if the Client fails to communicate an alternative start time as specified in clause 4.4.

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

- 5.1 RAK will not supply any blank media unless specifically agreed in writing. The Client will be responsible for the integrity of the Client's Own Media and RAK shall not be liable for any deficiency in or caused by the same.
- 5.2 The Client shall and shall procure that each of the Client's Personnel shall behave in a responsible, respectful, lawful and safe manner whilst attending the Premises, not conduct itself and themselves in a way that a reasonable person would expect to bring RAK into disrepute and not in any way to abuse or threaten any of RAK's employees, directors, agents, contractors or representatives and abide by the

Studio's rules, regulations, code of conduct and health and safety policy, all of which can be viewed at <http://rakstudios.co.uk/cdn/rak-studios-policies.pdf> , and agrees that it shall be responsible and liable to RAK and any relevant third party for:

- 5.2.1 its actions and/or omissions and the actions and/or omissions of the Client's Personnel;
- 5.2.2 any and all injury, loss or damage to any equipment or premises (including without limitation the Premises, the Studio and any property of RAK or RAK's guests, employees, directors, and any other person authorised by RAK to use the Premises) caused by any of its acts or omissions or the acts or omissions 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;
- 5.2.3 for the cost of the hire of any Client's Equipment;
- 5.2.4 for any costs and expenses incurred by RAK on behalf of the Client at the Client's request; including
  - 5.2.4.1 for overtime for Engineers booked by RAK at a rate of £35/hour or 10% of their daily fee/hour whichever is greater;
  - 5.2.4.2 for the safe passage home of any Operators, a fee of £25/person after 10pm to allow for cabs; and
- 5.2.7 for any and all loss or damage to the Client's Equipment, which shall be at the sole risk of the Client

and shall indemnify RAK against any injury loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by RAK arising from breach of its agreement set out in this clause 5.2.

- 5.3 The Client shall vacate the Studio and remove all Client's Equipment with all Recordings and ancillary materials (if any) (**Materials**) promptly at the end of the Period and notwithstanding any other provision contained within these Conditions, all Client's Equipment, Recordings and any Materials shall be held by RAK solely at the risk of the Client. RAK shall be entitled by notice to the Client to require the Client no later than seven days after such notice to collect the Client's Equipment and all Materials if left on/at the Premises after the Period and if the Client fails to collect such equipment, Recordings and Materials on or before the expiration of the said period of notice, RAK shall be entitled (at its sole discretion) to either (i) destroy; or (ii) otherwise dispose of the Client's Equipment, Recordings and Materials; or (iii) retain the Client's Equipment, Recordings and Materials and charge the Client daily storage charges as rates determined by RAK; in each case without liability to the Client.
- 5.4 RAK shall have and retains a general lien on and over any property of the Client (including Client Equipment, Recordings and Materials left at the Premises after the Period) and/or Materials in its possession for any unpaid balance of Booking Fees or other monies that the Client may owe to RAK.
- 5.5 The Client shall and shall procure Client's Personnel shall not disclose or use any Confidential Information nor publish or disseminate or allow the publication and/or dissemination of any Confidential Information in any media whatsoever (including by means of photographs or recordings of any nature) including without limitation on so called "social networking sites".

## 6. **FILMING AND PHOTOGRAPHY RESTRICTIONS**

- 6.1 The Client shall not, and it shall procure that the Client's Personnel shall not, photograph or film any part of the Premises, save as otherwise expressly provided in this Agreement.

- 6.2 The Client shall be permitted to photograph and/or film and/or record Session Footage within the Studio solely for non-commercial, personal, non-public purposes provided that the Client shall provide RAK with a copy of the Session Footage.
- 6.3 In the event that the Client wish to use the Session Footage for purposes not expressly permitted hereunder, including commercial exploitation, or wish to photograph and/or film the whole or part of the Premises, then the Client shall obtain RAK's prior written approval and enter into RAK's Photography and/or Filming Agreement and pay the applicable fee.
- 6.4 If the Client wishes to undertake any PR activity at the Studio during the Booking, including without limitation engaging or inviting to the Studios any Client Personnel or third parties to produce PR, promotional, editorial or marketing content, the Client must obtain RAK's prior written approval of both the PR activity and the content photographed or filmed as part of the PR Activity before the same is used.
- 6.5 Notwithstanding anything to the contrary contained herein, use of any PR content and Session Footage incorporating RAK IP shall be subject to RAK's prior written approval.
- 6.6 Notwithstanding anything to the contrary contained herein, nothing shall be construed to convey any right, title, licence, consent or interest in any RAK IP to the Client or the Client's Personnel.
- 6.7 The Client nor any the Client's Personnel shall in any circumstances photograph and/or film and/or record Session Footage within communal areas of the Premises, the external part of the Premises nor on adjoining or neighbouring properties. Breach of this clause will entitle RAK to injunct any use of the footage or materials created by the Client or the Client's Personnel as damages may not be an adequate remedy. The Client will fully and effectively indemnify RAK against any and all loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by RAK arising from any breach of this clause 6.7.

## 7. **SOUND LEVELS**

- 7.1 The Client hereby acknowledges that it is its responsibility to comply with all relevant legislation aimed to protect persons from exposure to high levels of noise (in particular The Control of Noise at Work Regulations 2005) as prolonged exposure to high noise levels may cause damage to hearing.
- 7.2 RAK 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 RAK in respect of inconvenience or time lost in the event of such action.

## 8. **INDEMNITY AND TERMINATION**

- 8.1 The Client agrees that notwithstanding any other provision contained in these Conditions it shall indemnify RAK against any injury, loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by RAK arising from:
- 8.1.1 the Client's cancellation of the Booking (other than in accordance with the terms set out below), including without limitation any reasonable costs or expenses incurred by RAK in connection with the Booking prior to cancellation of, or as a result of, the Booking;
- 8.1.2 the Client's making, use or exploitation of the Recordings;

- 8.1.3 the Client's breach of any of the warranties or agreements on its part to be observed or performed by the terms of this Agreement;
  - 8.1.4 any loss or damage caused to RAK or the Premises by the Client or as a result of the Client's use of Client's Recordings, Client's Equipment or Client's Own Media; and
  - 8.1.5 a breach by the Client or the Client's Personnel of the Conditions.
- 8.2 In addition to its rights pursuant to clause 8.1 in the event of a breach by the Client or the Client's Personnel of the Conditions RAK shall be entitled to terminate the Booking, require the Client and all Client's Personnel to leave the Studio and/or the Premises immediately. In such circumstances the Booking Fee and all other sums payable in accordance with the Agreement, including all third-party expenses incurred by RAK in respect of that Booking, shall remain due and payable.

## 9. **CONTENT OF RECORDING AND RESTRICTIONS**

- 9.1 The Client warrants that nothing whatsoever shall be included in the Recording (or any software or material introduced by the Client) or the Session Footage which constitutes a breach or infringement of any copyright or any rights of any third party, or which shall be in any way illegal, scandalous, obscene or libellous and the Client hereby indemnifies RAK against any loss, damage, costs and/or expenses (including reasonable legal expenses) suffered or incurred by RAK arising from any breach of the warranty set out in this clause 9.1.
- 9.2 The Client is permitted to acknowledge that, as applicable the Recording, mastering or post production mixing or mastering took place at the Premises. Notwithstanding the foregoing, the fact that the Recording is recorded, mastered or subject to mixing or mastering in the Studio does not imply an "endorsement" as between RAK and the Recording or the Client. Should it come to RAK's attention that the Client is implying such an endorsement, RAK shall notify the Client and the Client shall cease the relevant activity.

## 10. **STUDIO BREAKDOWN WARRANTY**

In the event of a failure, breakdown or unavailability for any reason of the Studio which prevents the Client's use thereof as contemplated under this Agreement (**Studio Breakdown**), RAK 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 of this Agreement and which have been lost as a result of such Studio Breakdown or credit or refund to the Client the applicable portion of the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

## 11. **RAK'S LIABILITY**

- 11.1 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 RAK then the RAK's liability shall be limited in any event to £15,000 in respect of the aggregate of all instances of such negligence and/or breach arising out of the RAK's performance of its obligations under this Agreement.
- 11.2 Notwithstanding any other provision contained within this Agreement, RAK shall not be liable to the Client, or the Client's Personnel for any indirect or consequential loss or damage, or 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 RAK, its personnel, agents or sub-contractors in respect of this Agreement.

- 11.3 Nothing in this Agreement shall exclude or in any way limit either party's liability for: (i) death or personal injury caused by its own negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.
- 11.4 The Client accepts as reasonable that RAK's total liability in respect of the Booking shall be as set out in this Agreement and in fixing those limits the Client and RAK have had regard to the price and nature of the Booking 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.
- 11.5 **WHERE THE CLIENT MAKING THE BOOKING IS A CONSUMER, AS SUCH TERM IS DEFINED IN THE CONSUMER RIGHTS ACT 2015 (OR OTHER RELEVANT LEGISLATION IN FORCE FROM TIME TO TIME), THE STATUTORY RIGHTS OF THE CLIENT ARE NOT AFFECTED BY THESE CONDITIONS.**

## 12. **FORCE MAJEURE**

12.1 **Force Majeure Event** means any circumstance not within the RAK's reasonable control including, without limitation:

12.1.1 acts of God, flood, drought, earthquake or other natural disaster;

12.1.2 epidemic or pandemic;

12.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

12.1.4 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

12.1.5 collapse of buildings, fire, explosion or accident;

12.1.6 any labour or trade dispute, strikes, industrial action or lockouts; or

12.1.7 interruption or failure of utility service including power failure or breakdown in machinery or equipment on the Premises or externally but affecting RAK and its ability to render services hereunder.

12.2 Provided it has complied with clause 12.3, if RAK is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, RAK shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. Subject to Clauses 12.4 the time for performance of such obligations shall be extended accordingly. The corresponding obligations of the Client will be suspended, and the Client's time for performance of such obligations extended, to the same extent as those of RAK.

12.3 RAK shall:

12.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the Client in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

12.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

12.4 If the Force Majeure Event prevents, hinders or delays the RAK's performance of its obligations for a continuous period of more than four weeks, either party may terminate the Booking by giving written notice to the other no later than seven days after the expiry of the four week period. In such circumstances neither party shall have any liability for the cancellation of the Booking (PROVIDED THAT this shall not affect any other warranties, obligations or liabilities of either party under this Agreement).

### 13. **CANCELLATION POLICY**

13.1 Unless otherwise specified in the Booking Agreement, any confirmed Booking may only be cancelled by the Client in accordance with the following clauses:

13.1.1 For any cancellation of a Booking where the Period is for five days or longer:

- (1) the Client may cancel by notice in writing given to RAK at any time following the completion of the signed Booking Agreement but no later than seven days prior to the date of commencement of the Period, in such event it shall not be liable for the Booking Fees (so that if the Client has paid the full fees upfront, the RAK will return one hundred per cent of such Booking Fees within fourteen days of receipt of the written notice of cancellation);
- (2) if no notice of cancellation is given at least seven days prior to the date of commencement of the Period then the Client shall be liable for the full fees and no refunds will be given.

13.1.2 For any cancellation of a Booking where the Period is for less than five days:

- (1) the Client may cancel by notice in writing given to RAK at any time following the completion of the signed Booking Agreement but no later than two days prior to the date of commencement of the Period, in such event it shall not be liable for the Booking Fees (so that if the Client has paid the full fees upfront, RAK will return one hundred per cent of such Booking Fees within fourteen days of receipt of the written notice of cancellation);
- (2) if no notice of cancellation is given at least two days prior to the date of commencement of the Period then the Client shall be liable for the full fees and no refunds will be given.

### 14. **MISCELLANEOUS**

14.1 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.

14.2 No provision of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

14.3 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by recorded delivery or registered post to the address of the applicable party specified on the Booking Agreement on the date of delivery or transmission or if sent by recorded delivery post to such address within two working days of posting.



- 14.4 Nothing in or arising out of this Agreement is to be taken as constituting a partnership or agency between the parties and no party shall have the right or authority to bind or commit the other in any manner or for any purposes whatsoever.
- 14.5 This Agreement (and any claims (contractual or non-contractual) or disputes arising in connection with the same) shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.