

RAK Studios – Terms and Conditions

CANCELLATION POLICY – FEES AND CHARGES:

To avoid the cancellation fee of the full cost of the studio booking, the client must give at least 48 hours notice. The fees shall not be reduced on account of the client's failure to use the studio for any or all of the period of the booking and/or the client's cancellation of the booking or any part thereof after the cancellation period. All of our advertised or quoted rates are exclusive of VAT @ 20%.

CLIENT RESPONSIBILITY:

By making a booking the client hereby acknowledges that the Client or their representatives shall be responsible for ensuring the suitability of the studio for the client's purpose, that the client's equipment shall be compatible with the studio to a good working order, and any problem or damage caused by use of clients own equipment will be the entire fault of the Client and subject to any charges. It is a condition of accepting any studio booking that the person making the booking will be held liable for payment of any invoice relating to the booking whether or not they nominate a third party to be invoiced.

You acknowledge that in the course of your use of the Studio you may have access to information (whether written or otherwise) relating to RAK and/or RAK's clients and/or RAK's clients recordings or recording activities which is (a) not readily known by the general public and (b) not directly related to the purpose of your use of the Studio ("Confidential Information" which for the avoidance of doubt includes the fact that other RAK clients are working at the Studio what they are working on and who they are working with). You agree that you will not disclose to any third party or use any Confidential Information nor publish nor disseminate or allow the publication and/or dissemination of any Confidential Information in any media (including by means of photographs or recordings of any kind) including without limitation on so called "social networking sites".

BREAKDOWN:

In the event of studio breakdown or equipment failure RAK Studios Ltd will aim to either replace equipment to which the client was entitled by the terms hereof and which have been lost as a result of such equipment failure 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.

THEFT / DAMAGES:

The client will be liable for any damages or any theft that occurred or that can be attributed to the client before, during or after the period of your session. At no time will RAK Studios Ltd, the company's staff or Directors be held responsible for the theft, loss or damage of any of the Client's equipment and personal belongings during or after the hire period.

FILMING:

For filming/photographs during a standard audio recording session intended for non-commercial online use be it website, YouTube, Facebook, Twitter, Bandcamp, Vimeo etc there will be no charge or usage fee. If this use for any reason transforms into any commercial use our consent is required and a further charge may be made at our discretion.

PROMOTION:

At no time shall any Client have the right to use or authorize the use of RAK Studios Ltd, RAK Studios, London or any other professional name or likeness for any commercial tie-ups, merchandising, direct or indirect endorsement of any products or services or otherwise without the prior written consent of RAK Studios Ltd.

COLLECTION:

The client is allowed collection of the masters and session data materials immediately upon payment of RAK Studios Ltd's invoice/s applicable to the session or any other outstanding account prior to the session.

BACKUPS and STORAGE:

After the session, masters, session data and materials shall be held by RAK Studios Ltd solely at the risk of the client. The client shall be liable to the RAK Studios Ltd for such reasonable charges as the RAK Studios Ltd may raise against the client for the continued storage of the materials after 10 days from the sessions end, RAK Studios Ltd is at no time responsible for the storage of session data or masters. RAK Studios Ltd shall be entitled to dispose of masters and session data if the client has not requested their session stored or backed-up. It is strongly advised that the client provides a mass HD storage device as an alternative to temporary storage.

TERMINATION:

Notwithstanding any other terms and conditions contained herein RAK Studios Ltd shall be entitled on notice to the Client to terminate its agreement with the Client with immediate effect in the event that (a) any of RAK Studios Ltd's staff are subjected to any abuse and/or threatening behaviour or (b) the Client or any person attending the studio at the request or with the permission of the Client partakes in any criminal activity or conducts themselves in any way that a reasonable person would expect to bring RAK Studios Ltd into disrepute. You agree that if RAK Studios Ltd terminates the agreement pursuant to any one or all of such events mentioned in the preceding sentence then (1) the entire studio fee for the relevant booking will become immediately payable to RAK Studios Ltd (2) you shall immediately leave RAK Studios Ltd's premises and RAK Studios Ltd reserves the right to procure that you are escorted from the premises; and (3) RAK Studios Ltd shall be entitled to refuse any future requests for studio bookings from the Client and to inform the Client's authorised representatives and any person who hired the studio of the breach of our terms and conditions of hire.

CONDITIONS OF ENTRY:

It is a condition of entry to the Recording Studios that the above terms are to be adhered to prior, during and after the duration of the Client's session. In case of any conflict of terms, the terms contained within this TERMS OF BUSINESS shall prevail over all others. Terms of this policy are specifically accepted by the Client unless they are waived by RAK Studios Ltd. Such waiver shall be effective only with the prior written consent of RAK Studios Ltd.