



OPUS MEDIA PRODUCTIONS

RECORDING STUDIO SERVICES TERMS & CONDITIONS

Introduction

All bookings and sessions are subject to the Terms & Conditions set out in this agreement document ('agreement') and relate to the provision of studio recording services by Opus Media Productions to the client. Please read them carefully. By booking our services, you agree to be bound by this agreement. No changes or amendments to this agreement can be made without prior consultation of both parties. Any changes or amendments must be made in writing and signed by both parties. All bookings and sessions are subject to the Terms & Conditions set out in this document. Please read them carefully.

1. Services and rates

1.1 Description of services: The rates below include the use of instruments available in the studio (drum kit and acoustic piano Yamaha U3) at no extra cost. Discounted rates are available for block bookings or booking of three days or more. We reserve the right to ask for staggered payment for bookings which are spread out over longer periods of time.

1.2 Modifications: Any modifications to the services must be agreed upon in writing by both parties.

1.3 Rates:

- Half a day studio time (3.5hrs): £200
- Full day studio time (7hrs): £350
- Dry hire of the studio: £21ph
- Video recording of a session: £50ph minimum charge
- Video editing and post production studio time: £50ph minimum charge
- Mixing: £120 per track containing up to 10 audio stems
- Mastering: £30 per track

2. Booking and payment

2.1 Booking a session: A signed booking form agreeing to these terms and conditions must be returned within 7 days of receipt.

2.2 Payment terms: A 50% deposit is required at the time of booking to secure the date and time of our services. Your session is not booked until the deposit has been paid. If you are booking a session within 14 days of the actual recording date, the full amount must be paid upfront. The remaining balance is due 14 days before the recording date. We accept payment via BACS.

2.3 Late payments: Late payments may incur an additional fee of 10% of our full day rate for each day payment is delayed.

3. Cancellation and refunds

3.1 Client cancellation: If you cancel your booking within 14 days of your session, your deposit is not refundable (exceptions will be made for serious illness or other medical emergencies, not for lack of funds).

3.2 Cancellation on our part: In the unlikely event that we have to cancel our agreement for the provision of studio recording services to you due to unforeseen circumstances on our part (i.e. serious illness or other emergencies), we will offer you a replacement session on a future date. If an alternative date or option can't be found to complete your project, we will refund all payments made by you.

3.3 Refunds: We pride ourselves in providing the highest quality service possible to all our clients. We work hard and diligently to ensure that we fulfill your brief and meet your expectations during every stage of your project. We will often go the extra mile to ensure that we exceed your expectations. We do not provide any refunds once the work has commenced on recording, mixing and/or mastering projects.

4. Rescheduling of date(s)

4.1 Client rescheduling date(s): You may request to transfer your recording session to a later date at no extra charge subject to a minimum of one week's advanced notification. We will make every reasonable effort to accommodate the new schedule but cannot guarantee availability. If advanced notification is not given in a timely manner, a surcharge of £25 will be applied in lieu of the notice. It is possible for sessions to be brought forward at no extra charge subject to our availability.

4.2 Rescheduling of date(s) on our part: In the unlikely event that we need to reschedule due to serious illness or other emergencies, we will notify you as soon as possible and work with you to find a mutually agreeable new date for the recording to take place.

5. Force majeure and crew availability affecting delivery of the agreed services

5.1 Force majeure: We are not liable for failure to deliver the agreed services due to circumstances beyond our control, including but not limited to acts of God or government restrictions.

5.2 Recording engineer availability: If the assigned crew member is unable to attend the recording day due to illness or other serious reasons, we reserve the right to assign another qualified recording engineer member.

6. Changes to the recording day itinerary or recording location

6.1 Itinerary changes: Any changes to the agreed recording day itinerary must be communicated to us in writing as soon as possible to ensure staff and equipment availability.

6.2 Additional costs: itinerary changes may incur additional costs, which will be discussed and agreed upon before proceeding.

7. Music and files

7.1 Final mixes/masters: Mixes or masters will not be released until all payments have been received.

7.2 Handling and storage of files during your project: We take every reasonable step to ensure that your audio files are secure and protected whilst we work on your project. We accept no liability for any files that we hold and which may be lost, damaged or stolen (as per Theft Act 1968). Should your files get corrupted whilst in our possession, we will make every effort to recover them at no additional cost to you.

7.3 Handling of corrupt or unrecoverable files: We accept no liability for any corrupted files that cannot be recovered. Should this situation arise, we will work with you to find a way to complete your project. This may necessitate re-recording any music that can't be recovered at no additional cost to you. If upon consultation with you it becomes clear that early termination of the project is the best course of action, we will refund all fees payable to us.

7.4 Storage of files upon completion of your project: For our records, we keep files on our hard drives for a minimum of 3 months after completion of your project. We accept no liability for any files that are lost, damaged or stolen after the project is complete.

7.5 Transfer of raw audio files: You may request a copy of your raw audio files. We are happy to provide you with a copy at an additional cost to cover studio time which is charged at our standard hourly rate.

8. Deliverables

8.1 Delivery time: Subject to the size and complexity of the recording project, we make every effort to deliver your final masters within two weeks of the recording date, unless otherwise specified.

8.2 Format: Final masters will be provided in WAV format and delivered via cloud storage sharing. MP4 masters can also be delivered at no extra cost.

8.3 Approval of mixes and masters: Once mixing of your recording session is complete, we will send you an approval draft before your project moves to the mastering stage. Following your feedback on the mix, which we must receive within a week, we are happy to make one revision and provide you with a revised version at no extra cost. Once your mixes are mastered, we will send you an approval draft. Following your feedback of the master file(s), which we must receive within a week, we are happy to make one revision and provide you with a revised master version at no extra cost.

8.4 Further revisions: Any further revisions requested by you once the mixes and masters have been approved, may be subject to additional costs charged at our standard hourly rate.

9. Intellectual property rights and permissions

9.1 Our rights: We retain all rights, title and interest in the raw audio files and final master(s) produced by us for use in our promotional material such as showreels and social media posts.

9.2 Your rights: You have the right to ask us not to use the recordings we have produced for you for our promotional purposes.

9.3 Your license: Your license grants you full permission to use your final masters for any purpose you see fit.

9.4 Copyrighted material: Any copyrighted material you provide us with to be included in your recording project (i.e. samples), must be accompanied by written clearance by the copyright holder(s). We will not agree to using any copyrighted material without the appropriate clearance by the copyright holder(s).

9.5 Copyright ownership: Upon completion of the project and delivery of the final masters, we will release all copyrights to you.

9.6 Royalties: If you wish to discuss royalty splits or producer agreements please discuss this at the time of booking.

10. Insurance

10.1 Our public liability insurance (PLI): We hold a PLI for all services we provide in our studio or on location. You have the right to ask to see our PLI insurance.

11. Confidentiality & GDPR (also please refer to our privacy policy)

11.1 Confidentiality: We will maintain the confidentiality of any sensitive information shared during the course of our services and will not disclose such information to third parties without your consent.

11.2 GDPR: Any personal information you provide to us will be retained securely and may be used by us to contact you in the future in relation to other studio activities. We will not pass your personal information to third parties. You have the right to request a copy of your personal information held

by us at any time. If you do not want us to contact you (apart from matters regarding your project) please let us know.

12. Liability

12.1 Limitation of liability: Our liability for any claims arising from this agreement is limited to the amount paid by you for the services we have agreed to provide.

12.2 Indemnification: You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your breach of this agreement.

13. Contact Information

For any questions or concerns regarding this Agreement, please contact us at:

email: stavros@opusmediaproductions.co.uk