



M2 Studios, The Upper Hattons, Pendeford Hall Lane, Coven,
Staffordshire WV9 5BD

TERMS AND CONDITIONS

1. BOOKINGS AND ORDERS

- a) Bookings and orders can only be confirmed by receipt of confirmation e-mail. Details of booking must include name, contact number and address of person(s) invoices are to be made out to.
- b) Deposits are required prior to commencement of the first session. In the case of bookings received five days or less from commencement of a session of no more than two days duration, no deposit is required. Confirmation by e-mail is still required.
- c) We reserve the right to allocate time for confirmed bookings over unconfirmed bookings.

2. PAYMENT TERMS

- a) We do not allow credit terms to any entity. Payment upon completion is requested at all times.
- b) We reserve the right to ask for full payment in advance of the agreed session fee.
- c) Cheques must be presented in time so that they may clear by the last day of the session, or media will be retained until cheques have cleared.
- d) Should invoices not be paid we will hold on to any media until payment is made in full. After 60 days outstanding amounts will have interest charged at 8% above the BOE base rate per annum (Late Payment of Commercial Debts (interest) Act 1998).
- e) Payments by cheque, bankers draft or postal order should be made to "Mr Mark V Stuart".
- f) For short-term bookings (valued at £100 or less) full payment must be made at least 10 days in advance. These bookings are only confirmed once payment has been received.
- g) Bank details will be provided upon request.

3. RATES

- a) Rates are on a 'menu' basis and full price lists are available on request. We reserve the right to change these at any time.

4. CANCELLATIONS & POSTPONEMENTS

- a) Cancellations by the client must be made no more than 48 hours before the commencement of the first session or payment will be due in full. Deposits are non-refundable except under clause 4b and 4c
- b). They are transferable by discretion of the management only.
- c) We reserve the right to cancel or postpone a session for any reason – full refunds of any deposits or payments on account will be made accordingly.

5. TITLE AND RETENTION OF GOODS

- a) M2 Studios retain title/ ownership of goods and all recordings until full payment has been received.
- b) Any recorded material leaving the studio without authorisation prior to payment being received may incur legal injunctions.

6. CLAIMS

- a) In case of shortages or damage in transit of recorded material it is necessary for you to notify both the carriers and or ourselves immediately, or claims will not be entertained. We cannot accept responsibility for losses arising from non-compliance with these provisions.
- b) In case of claims for quality loss during transfers of final recordings within the confines of M2 studio, the transfers will be re-done at, no extra charge, providing sufficient evidence is provided and the offending copy(ies) are returned. In the case of third party transfers we accept no responsibility for quality loss of transfers.
- c) We cannot accept responsibility for loss or damage to any personal equipment outside the terms of our normal insurance policy. Please ask for details.
- d) We cannot accept any responsibility for loss or damage to any media stored on our premises. We do not accept any responsibility for making backup copies of any recordings. If you are intending to record with us over an extended period we recommend you either make your own arrangements for backups, or we can provide the service for you at an additional charge.
- e) We cannot accept any responsibility for opinions on the quality of the finished 'article'.

7. GENERAL CONDITIONS

- a) A full inventory is made of the studios unfixed equipment prior to the commencement of your session and again at the end. We may require you to sign an inventory sheet upon commencement of the session. Any losses or theft therefore is immediately noticed and will be charged accordingly.
- b) Any deliberate damage to equipment will not be tolerated and any damage will be charged to the offenders accordingly.

- c) Any 'downtime' caused by mechanical or technical malfunctions will be made up accordingly in time, no money refunds will be made.
- d) All processing and effects settings remain the intellectual property of M2 studios. Clients are entitled to backups of recorded material only.
- e) We reserve the right to amend any of these terms and conditions or rates of the studio at any time.
- f) Time sheets are not completed unless specifically requested by the client.
- g) Work done without the client or their representative in attendance will be recorded and details notified by email. This includes editing, mixing, mastering, tuning, and any other service we provide.

8. ORIGINAL MATERIAL

- a) It is the responsibility of the client and or artiste to ensure that permission has been granted by the original owners of music, songs or any form of material whatsoever that has copyright or publishing belonging to other persons that are or have been recorded at M2 Studios. M2 Studios do not accept any responsibility for any litigation made against the client and or artist in these circumstances.

9. DEFINITIONS

- a) Final recordings is the mixed stereo master in any form or style whether it is on tape, optical media, or received digitally. Media is formats of recording medium such as CDs, DVDs, hard drives, etc. Client is the party who is responsible for payment of the account, the artiste is the performer. A session is the actual period booked and confirmed in writing by the client to be used by the artiste. Last minute bookings are considered bookings confirmed to the studio less than 5 days prior to commencement. Downtime is time in the studio where the session stops for any reason whatsoever other than that caused by the client or artiste themselves.