

Recording Studio Terms & Conditions

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SECTION A - MAIN

don't Poke the BEAR is a purpose built Rehearsal and Recording complex. Please note: ***All areas of the Studios and rehearsal suites are covered by video surveillance.*** These general terms and conditions are for the Safety and Benefit of all who use the facilities.

Any persons may be asked to leave and may be barred from our premises and facilities if they initiate or are involved in any of the following:

- Willful damage to any part of the interior or exterior of the building.
- Graffiti to any part of the interior or exterior of the building.
- Willful damage to studio equipment or hired equipment
- Tampering, disabling or attempting to disable any Health & Safety equipment or fittings.
- Physical / verbal abuse to staff or don't Poke the BEAR guests and visitors.
- Any activity that constitutes or is regarded as in breach of any part of these Terms and Conditions.

****Guests****

As the hirer you have the opportunity to bring in guests for projects. All new users must sign the CLIENT REGISTRATION FORM, but guests may enter having signed the GUEST BOOK at the foyer. It is important that you are aware as the host of these guests that you are responsible for their conduct and safety at the studio facility. Keeping guests to a minimum ensures maximum productivity.

SECTION B – PAYMENT

PAYMENT OPTIONS

Payment options include: EFT, Cash, Internet Bank Transfer

DEPOSIT

A \$200 Holding Deposit is required along with a signed RECORDING AGREEMENT and PRE BOOKING FORM in order to book the dates required.

Full Payment for recording sessions (minus the Deposit) is to be paid 48 hours prior to commencement of the session.

Any extra recording time left over may go toward Post Production (editing/ mixing) or file transfer.

Any extra hours required will be charged at the normal rate.

Recording:

Prices that include Audio Engineer depict that the engineer provided by don't Poke the BEAR runs the session. If you are supplying your own engineer, he/ she is to run the session, however, don't Poke the BEAR will still have a studio assistant on hand for introduction to studio equipment & workflow options and will be on standby within the facility.

No recordings or associated files will be released by don't Poke the BEAR until the client has signed a RECORDING RELEASE STATEMENT FORM as issued by don't Poke the BEAR.

Mixing:

Mixing of a song (or number of songs) is to be paid 100% prior to commencement of the mixing process as per quoted mixing time. Should the artist request small adjustments to the mix (such as vocal level etc.) this can be discussed with the engineer and are usually free of charge. However additional work will be charged at the normal mixing rate.

If the client is unable to review mixes at don't Poke the BEAR and requires a copy sent to them for approval purposes, only an mp3 version at no higher than 160kbps will be provided prior to final mix approval. The client does not have the authority to release these files in any capacity until they have signed the RECORDING RELEASE STATEMENT FORM detailing that the Client agrees to have accepted all final goods.

Mixing time can vary from song to song depending on the project. Track count, instrument types, editing and various other factors can alter the amount of time required to complete a mix. Is the song intended as a demo or commercial release?

We encourage contacting don't Poke the BEAR and speaking with one of our Engineers to discuss your project for an estimate on time and costs.

Mixing usually begins after all parts are recorded, on a different day. This allows the Engineer to begin the mix process with fresh ears and often requires a resetting of equipment.

With most projects, the bulk of the mixing usually takes place with only the engineer present until it is at a point where the songs are sounding at least 85% finished, when the artist will then sit in on a mix review for any required tweaks and/ or approval.

No mixes or associated files will be released by don't Poke the BEAR until the client has signed a POST PRODUCTION RELEASE STATEMENT FORM as issued by don't Poke the BEAR.

SECTION C – CANCELLATION

Recording:

A 48-hour cancellation policy applies to all recording session bookings. A minimum of 48 hours notice must be given before session start time to cancel or change a booking, full fee applies if cancelling within 48 hours of session start time. A cancellation with good reason and with more than 48 hours notice will warrant a refund. In this case, the client will be asked to provide Bank Details.

Mixing/ Editing:

There is a no refund policy for mixing or editing.

SECTION D – LIABILITY

don't Poke the BEAR is not legally responsible for items brought into the premises by the artist. It is recommended that clients obtain insurance to protect against possible expense or loss of article(s) of value left on the premises. This includes instruments as well as any data storage units (for audio and session backup) left at don't Poke the BEAR.

Media & Backup:

Clients are welcome to bring a USB Hard Drive (formatted for Mac) for backup and archive purposes of Audio and Session files as well as your own blank CD's and DVD's.

At the completion of your project, any digital data created as part of your session will be stored for a period of 28 days as a courtesy, but is not considered fully backed up and safe until you as the hirer stores and retains a copy of the files. The amount of hard drive space required depends on the amount of audio recorded within the session (i.e. track count, song length, resolution etc.).

It is important to discuss recording format resolution (such as bit depth and sample rate) with the in-house Engineer or Studio Assistant prior to commencing the session. At Don't Poke the Bear, Pro Tools sessions are usually run in a High Definition audio resolution with a sample rate of 96KHz and Bit Depth of 24bit. A lower resolution may be required if it is known that the session will continue at another studio without HD capabilities.

don't Poke the BEAR will not accept responsibility for lost files, this is the responsibility of the hirer. Time taken to transfer & backup files is charged at the usual studio rate.

SECTION E - HEALTH & SAFETY

Fire Evacuation:

When visiting don't Poke the BEAR studios, please familiarise yourself with the Fire Exit points. In the event of a fire an alarm will sound and visual warning will alert you, please make your way to the nearest Fire Exit following the fire exit signs. The fire assembly point is situated on the car park outside the front door of the don't Poke the BEAR premises.

Electrical Safety:

Bands wishing to use their own equipment do so at their own risk. don't Poke the BEAR will accept no responsibility for any damage or injury caused by faults arising from their use. Repair or replacement costs for any damage to don't Poke the BEAR facilities or equipment arising from the use of non-don't Poke the BEAR equipment will be recovered from the person who booked the room. don't Poke the BEAR requests that any equipment brought in be tested and tagged to comply with AS/NZ 3760 standards for electrical safety.

Smoking:

Smoking is only allowed in the designated smoking area, in the don't Poke the BEAR courtyard. Smoking is NOT permitted anywhere else in the building.

Drugs and Alcohol:

No drugs or alcohol are permitted on the premises at any time. If any person using or distributing drugs is found on the premises, law enforcement will be called immediately.

SECTION F – PREMISES & EQUIPMENT

Equipment:

don't Poke the BEAR equipment is not to be tampered with, removed or reset without prior consultation with a Staff Member. We ask that all of the artist's equipment is to be stored inside the studio rooms.

Accidental Damage:

Should any accidental damage occur to any part of the Studio, please report it to reception immediately. Failure to do so may result in an accident being interpreted as willful damage.

Eating:

The recreation area within don't Poke the BEAR will be open to members and their guests for consumption of food and drink. Food and drink is NOT allowed in any of the Recording or Rehearsal suites, bottled water is allowed only in locations where it cannot damage equipment if spilled.

Anti-Social Behaviour:

Our staff is here to help and support you. Verbal or physical abuse will not be tolerated and legal proceedings will be initiated against any offender.

Car Parking:

In the interests of all staff and visitors could you please park sensibly and avoid blocking people in. Guests are not permitted to park in the front car park, but are able to use this area to load in musical equipment. Guests are to use the street parking where available.

Session Times:

The hirer and guests are expected to have already packed up and exited by the session end time.