

THE PODCAST STUDIO GLASGOW - TERMS & CONDITIONS

The Company: Postable Limited SC417402

The Client: The person/company booking the use of the studio and/or our services

Client Personnel: Anyone associated with the client who attends the studio

Operators: Personnel associated with the Company

The Premises: includes, but is not limited to, Room 111, Room 110, Room 109, Abercromby Business Centre, 279 Abercromby Street, Glasgow, G40 2DD.

1. AGREEMENT

The Agreement alone applies to all facilities hired and work done by the Company for the Client and prevails over any terms and conditions put forward by the Client.

2. STUDIO FACILITIES

- The Company shall make the Studio and the Operators available to the Client for the Period of Booking and shall produce the Master Recording at the direction and subject to the monitoring and approval of the Client or the Representatives. The Company reserves the right to require any person to leave the Premises.
- The Client is responsible for:
 - ensuring the suitability of the Studio for the Client's purpose
 - any problem or damage caused by any use of Clients Own Part Recorded Media and plug-in software (including any virus damage); and
 - any acts or omissions of the Representatives or the Client's Personnel as if those acts and omissions were its own,

and the Company gives no warranty, undertaking or representation as to any of the foregoing.

- If (a) the Client fails to use the Studio for any or all of the Period of Booking, (b) the Client cancels the Booking or (c) the Company terminates the Booking or any or all of its obligations under the Agreement pursuant to paragraph 8.3 below, the Company may at its sole discretion and without any obligation whatsoever, make the Studio and Operators available for an alternative booking (in each case without having to refund the Fees or any part thereof to the Client).

2. POST PRODUCTION WORK

The Company shall carry out the Post Production Work with due care and diligence using suitable equipment and competent engineers.

The Client and the Representatives shall be entitled at all reasonable times to monitor the Company's performance of the Post Production Work and the Company shall carry out the Post Production Work at the direction of and subject to the monitoring and approval of the Client or the Representatives.

The Client, at its request, shall be entitled and shall be given all reasonable opportunities to evaluate by any reasonable means the content and quality of the Recording.

The Client shall be deemed to have accepted and approved the Pre-Production Master if it does not notify the Company in writing of any concerns with it before the expiry of 14 days following the end of the Period of Booking.

3. FEES

The Client shall pay the Fees in cleared funds to such bank account as the Company may nominate in writing. All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding.

The Company may raise invoices in respect of the Fees at any time.

Unless the Company agrees otherwise in advance and in writing, all invoices raised by the Company prior to the commencement of the Period of Booking shall be payable by the Client as follows:

50% of all Fees set out in such invoices shall be payable immediately, unless paid at the time of booking; and

the remaining balance of such Fees shall be payable no later than 24 hours prior to the commencement of the Period of Booking.

All invoices raised by the Company on or after the commencement of the Period of Booking shall be payable by the Client immediately.

The Client shall be liable to pay interest on any sums overdue and payable to the Company from time to time at the rate of four per cent (4%) per annum above the Company's bank's base rate.

The Fees shall not be reduced as a result of:

- the Client's failure to use the Studio for any or all of the Period of the Booking;
- the Client's cancellation of the Booking or any part thereof; or

Notwithstanding any other provision of the Agreement, if the Client fails to pay any Fees (or part thereof) when due the Company may terminate the Booking immediately without notice and without any obligation to refund any Fees already paid by the Client.

4. CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT

- The Company will supply blank media for recording if required.
- The Client will be responsible for the integrity of the Client's own media, including without limitation the Client's Own Part Recorded Media, and the Company shall not be liable or responsible for any deficiency in or caused by such media.

- The Client shall procure that each of the Client's Personnel shall abide by the Company's and the Studio's rules, regulations and health and safety and other policies and the Client shall be responsible for:
 - the actions of the Client's Personnel on the Premises;
 - any and all injury, loss or damage to any person's equipment or premises caused by any act or omission 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;
 - the cost of the hire of any Client's Equipment;
 - any costs and expenses incurred by the Company on behalf of the Client at the Client's request; and
 - any and all loss or damage to the Client's Equipment (which shall be at the sole risk of the Client).
- The Client shall vacate the Studio and the Premises and remove all Client's Equipment forthwith at the end of the Period of Booking.

5. Recorded Media

All recorded media, both audio and video, will be submitted by the Company to the Client via a Google Drive link. The media will be kept on Google Drive for a period of 14 days from the date the email containing the link has been sent. It will be deleted after this period.

Any recorded media from Bookings not paid for in advance will remain the sole property of the Company until any fees due are paid in full by the Client.

SMOKING

- Smoking anywhere on the Premises is strictly forbidden. This applies to anything that can be smoked and includes but is not limited to, cigarettes, pipes, cigars and herbal cigarettes. This is in the interest of

hygiene, safety and the health of other users of the Studio, the Company's employees and in compliance with legal requirements.

- Any Client or Client Personnel wishing to smoke must do so strictly within a designated outside area.

DRUGS & ALCOHOL

- The Company is committed to providing a safe, healthy, and productive working environment for all employees, contractors, Clients, Client Personnel and visitors involved in its operation.
- The use of drugs on the Premises by the Client or Client Personnel is strictly forbidden.
- Any Client or Client Personnel found using, supplying, under the influence, or in the possession of, an illegal substance whilst on the Premises will be required to leave the Premises immediately and may face prosecution under the law. A breach of this clause shall be deemed to be material breach of this Agreement. In such circumstances, the Company reserves the right to terminate the Booking, regardless of whether such Booking has commenced or not, and any Fees paid or owing to the Company by the Client shall be non-refundable.
- Consumption of alcohol on the Premises by the Client or Client Personnel is strictly forbidden save in respect of alcohol served by the Company. Where alcohol is served by the Company it is the sole responsibility of the Client and the Client Personnel to ensure that any alcohol is consumed in a responsible and appropriate manner and does not cause a breach of any other term of this Agreement.
- The Company reserves the right to refuse entry to the Premises to any Client or Client Personnel or require that any Client or Client Personnel leave the Premises if the Company considers that, in its sole discretion, the Client or any Client Personnel is behaving in an inappropriate manner or endangers the right for all employees to work in a safe working environment. In such circumstances, the Company reserves the right to terminate the Booking, regardless of whether such Booking has commenced or not, and any Fees paid or owing to the Company by the Client shall be non-refundable.

UNAUTHORISED ACCESS

- The Client's access to the Studio shall be limited to such areas of the Premises that are necessary for the Booking or as directed or permitted by the Company.
- The Company, in its sole discretion, reserves the right to refuse entry by the Client or any Client Personnel to any area of its Premises at any time.