

Terms, Conditions & Policies

RATES

- Recording, Mixing: \$95/hour
- Reference CD's of final mixes: First 2 (two) free then \$2 each thereafter
- Practice room hire: \$25/hour
- Use of drums, keyboards, Marshall valve quad amp during Practice Room Hire: \$5/hour each
- We do not loan out drum sticks. Should you forget your drum sticks, we have drumsticks for sale at \$10 a pair.
- Time is calculated in 15 minute intervals
- All prices and rates include 10% GST

USE OF THE FACILITIES

- Any substantial damage incurred to equipment or the facility caused by The Client, accidental or willful, shall be charged to The Client at replacement value. Any miscellaneous charges incurred by Purple Sound after the completion of The Clients' session shall be billed; long distance phone, musicians, etc.

PAYMENT

- Payment for recording sessions must be made at the end of the session.
Payment for practice room hire must be made at the beginning of the practice session.
We will not issue invoices on credit.
- We accept EFTPOS, Cash, Visa and MasterCard.
- We will not release any reference material (CD's, MP3's or other) until the studio bill is paid. This protects our investment in the project from clients that may take a reference CD and never return. We will retain a proprietary interest in any and all work performed until such time as all charges incurred are paid in full. In the unfortunate event that we incur costs to collect any sums lawfully due, we shall be entitled to said costs, expenses and damages, including reasonable solicitor fees, incurred in connection therewith.
- Any overdue accounts will be subject to interest charges of 2% per month.
- Any claims for adjustments in connection with an invoice must be presented to Purple Sound in writing within ten days from the date of the invoice in question. The Client hereby waives any claim for adjustment in billing which is not timely presented according to the provisions of this paragraph.

THE CLIENT'S LIABILITY FOR INFRINGEMENTS

- If you are making a recording that features songs or portions of a song, including samples, written by other people you will need to ensure those composers receive a royalty as per the Copyright Act. You acknowledge that it is up to The Client (you) to obtain the proper licenses and/or permissions for recording cover songs, or variations of cover songs, or using portions or samples of/from other existing recordings, or recordings of other peoples voices and/or conversations.
- The Client shall indemnify and save Purple Sound harmless of and from all suits, claims, demands, and other liabilities and expenses, including legal fees and disbursements arising out of the use, production, distribution or exhibition of any recordings and/or audio enhancements to any recordings, films, tapes, CD's, music, voiceovers, MP3's, or phonograph records or equivalent in connection with which Purple Sound shall have furnished any goods and services.

THE CLIENT'S MATERIALS

- Materials stored on the premises are done so at The Clients own risk. Materials left one year after completion of last booked session become sole property of Purple Sound. Materials can only be removed by The Client, which is the person who booked the time.

SEVERABILITY

- Each term of the Terms, Conditions & Policies is severable from every other and shall survive the nullity or unenforceability of the other.

MODIFICATION

- These terms and conditions can only be modified by an instrument in writing signed by an authorised representative of Purple Sound.

ENTIRE AGREEMENT

- These Terms, Conditions & Policies and the written instrument signed by The Client constitute the entire agreement between the The Client and Purple Sound, and no evidence of any oral agreement or representation whatsoever be admitted to vary, modify, waive, or add to any or all terms of this agreement.

I understand and accept these terms and conditions.

Name: _____ (please print) Signature: _____ Date: _____