



**Sigma Sonics
Location Sound Recording
Audio Post Production**

**Terms and Conditions of
Business. ©2022**

Sigma Sonics Ltd

3C Beechcroft Ave
London
NW11 8BJ

Definitions

Booking	Engaging Sigma Sonics' facilities and/or employees to supply the Services agreed upon between the Client and Sigma Sonics.
Client's Equipment	Any equipment or instruments that are brought to Sigma Sonics belonging to or hired at the request of the Client.
Client's Personnel	Persons invited by the Client to enter the Studio or the Premises during the Booking
Client's Recording	A recording made prior to the Period of Booking, made by, on behalf of or at the direction of the Client outside Sigma Sonics or by Sigma Sonics at a previous Booking.
Company	Sigma Sonics Ltd (company number 13430139). Flat C, 3 Beechcroft Ave, London NW11 8BJ
Deadline	An agreed date and time upon which an agreed Event shall have occurred. This Event includes but is not limited to; services being completed, written notice being served, payment to have been made.
Disbursements	The cost of any extra charges incurred by Sigma Sonics at the request of the Client or a third party on behalf of the Client. This includes but is not limited to; food, beverages (including alcoholic beverages), taxis, courier services, phone calls made by or on behalf of the Client, hired equipment from third parties by or at the request of the Client .
Editing	The altering of Recordings in order to remove part(s) of the Recording.
Mixing	The process of manipulating a combination of Recordings that make up the elements of a project, in order to create a final mix to the agreed specifications.
Mastering	The process of applying audio post production manipulation techniques to a final mix, and then transferring the data to a storage device, which shall then be the Master.
Pre-Production Master	A Recording in a form intended for mass production without further material change.
Recording	Any single or multi-track audio and/or data programming or derivative thereof or any one or more pieces of recorded sound used during the Booking or which is the subject of Post Production Work.

Session Footage	All audio and/or audio–visual material documenting the progress and/or making of the Recording in the Studio during. The Booking Period.
Services	Work carried out by Sigma Sonics employees at Sigma Sonics on behalf of the Client pursuant to this Agreement.
Trade Marks	All company owned and/or controlled trademarks, logos and associated rights (whether registered or not)
VAT	Shall be at the rate to be charged to the client, as may be varied from time to time by HMRC. All fees shall be subject to VAT

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. Location Sound

2.1 The Company shall carry out the Location Sound service with suitable equipments and competent engineers. Location kit will be specific to the Client’s needs and requirement for the project.

2.2 The Clients shall grant permission to the shooting location prior to the commencement of the Period of Booking. The Company is not obliged to refund the fees if the clients fail to do so.

2.3 All quoted labour rates for Location Sound are base on a 8-hour day base to base. Any extra working hour thereafter is considered overtime and will be charged at a different rate, which will be further explained in our Rate Card.

2.4 Travel day and non-shooting day outside of The Company are charged at a half-day rate.

2.5 Once a booking of the Location Sound service is confirmed, cancellations within less than 24 hours will be charged in full.

2.6 The Clients hereby acknowledges that accommodation and public transport will be charged at cost.

3. Post Production Work

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

3.2 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.

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

3.4 The Client shall ensure that the Pre-Production Master meets with its full satisfaction before proceeding to mass production of the recording thereon. 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.

4. Recordings and Materials

4.1 The Client will ensure that all Master Recordings, track sheets, equipment and any other Material belonging to the Client is collected promptly upon paying Sigma Sonics invoice in full applicable thereto ("the Collection Date")

4.2 After the Collection Date:

4.2.1 All Recordings and Materials belonging to the Client shall be held by Sigma Sonics at the risk of the Client alone.

4.2.2 Sigma Sonics will be entitled to charge it's standard rate of storage with regards to the Recordings and Materials still in possession of Sigma Sonics after the Collection Date.

4.2.3 Sigma Sonics will be entitled to give the Client a written notice declaring that all Recordings and Materials belonging to the Client must be collected within three (3) months of the receipt of such notice. If after this allotted time the Client has still failed to collect all Recordings and Materials belonging to them, Sigma Sonics have the right to dispose of or destroy these Recordings and Materials, without objection from the Client. The Client will indemnify Sigma Sonics from and against any legal claim with respect to this Material.

4.3 Notwithstanding the foregoing until such time as Sigma Sonics have received payment of all Fees and Disbursements:

4.3.1 Sigma Sonics shall have property of all Recordings and Materials that have resulted from the work carried out at Sigma Sonics, such as recordings, mixes, session files, and any digital or hard copies of this data along with relevant paperwork. Sigma Sonics will be entitled to maintain possession of these Recordings and Material.

4.4 Notwithstanding any other provision in this Agreement the Client shall acknowledge and agree that Sigma Sonics are not responsible for any Recordings and Material belonging to the Client whilst in transit or whilst off the premises of Sigma Sonics, and that all risk therefore lies with the Client.

4.5 Sigma Sonics have the right to hold property situated on Sigma Sonics premises that belongs to any of the Client Personnel, with regards to outstanding payments that the Client owes to Sigma Sonics. Sigma Sonics are entitled to serve a written notice stating the intent to sell.

5. Fees

5.1 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 in the same frame not exceeding 30 calendar days from the invoice date, without any set-off, counterclaim, by the Company acting reasonably.

5.2 The Company may raise invoices in respect of the Fees at any time during production, periodically or upon conclusion.

5.4 If the payment has not been made by the Client to Sigma Sonics after the allotted time, Sigma Sonics is entitled to an excess fee of £50 per calendar day after the allotted time.

6. Indemnity

The Client understands and accepts that it shall indemnify Sigma Sonics from all legal costs and any financial loss to the business arising from:

6.1 The Client cancelling their booking, including and without limitation of any costs or expenses that are incurred by Sigma Sonics in relation to the booking;

6.2 The exploitation or use of Material from the session by the Client;

6.3 The Client breaching or breaking the terms of this Agreement;

6.4 The Client failing to obtain any necessary licences, permission or consent in relation to any Material used in the session with Sigma Sonics, such as, but not limited to, Recordings, Master Recordings and Video Material.

6.5 Damage, loss of theft of any equipment provided by Sigma Sonics to the Client (including Client's Crew Members and Talents), on Location or at Sigma Sonics premises, regardless of any circumstances in which the damage, loss, theft may have occurred.

7. Sound Levels

Prolonged exposure to levels of noise in excess of (85 decibels) can cause damage to hearing, as specified in the Noise at Work Regulations 1989 (NWR) (and in any revision thereof). Sigma Sonics is legally required to keep exposure to such noise levels at a minimum, and accordingly:

7.1 the Client is responsible for the noise levels within Sigma Sonics;

7.2 the Client shall ensure that there are no prolonged periods of sound levels at or above 85 decibels in the control room that the Client or employees of Sigma Sonics are exposed to.

7.3 Sigma Sonics will take any action deemed necessary to ensure that noise levels remain tolerable, in accordance with Sigma Sonics obligations stated in the NWR. Sigma Sonics will not be held responsible for any inconveniences caused by such action.

8. Force Majeure

Notwithstanding any other terms of this Agreement, should a Force Majeure Event occur, Sigma Sonics shall be under no obligations to the Client to carry out the services agreed upon previously under this Agreement, and shall not be liable for failure to do so. Upon notifying the Client of any such Event, Sigma Sonics will perform its obligations in a reasonable length of time, depending on the nature of the Force Majeure Event. A Force Majeure is defined by, but not limited to:

8.1 Natural Disasters, flood, fire, accident, war or threat of war, sabotage, civil disturbance, acts, regulations, laws, any action on the part of the government that prohibits the services being carried out, industrial actions or trade disputes that involve Sigma Sonics employees, the Client or a ruling or action by a third party such as trade body associations that affect Sigma Sonics, the Client or the audio post production industry, power failure, breakdown of machinery or equipment, any other event that cannot be controlled or influenced by Sigma Sonics.

9. Facility Security

9.1 If security of any kind is required at the time of the booking, it will be the Client's responsibility to ensure that this is in place.

9.2 The Client will give Sigma Sonics written notice of any such security measures the Client deems necessary for part of or for the duration of the booking, and the Client shall incur all costs associated with this.

9.3 Sigma Sonics are not responsible for and not liable for any theft or damage to Materials belonging to the Client.

10. Miscellaneous

10.1 The parties shall be bound by this Agreement alone and regard it as the entire agreement. They will not be bound by any other form of agreement.

10.2 This Agreement is final and an amended version shall only be valid if it is done so in writing and signed by all relevant parties.

10.3 All notices regarding the booking are required to be written, and shall only be considered properly served if they are delivered to the address by hand or by fax on the day of delivery, or if posted by recorded delivery within two (2) working days of posting. In addition, proof must be provided of the delivery.

10.4 This Agreement is subject to the jurisdiction of the English Courts shall be construed in accordance with the laws of England and Wales.