

## MUTANT LAB RECORDING STUDIOS

### TERMS AND CONDITIONS OF HIRE OF REHEARSAL ROOMS

#### 1 USER AGREEMENT

1.1 By using the Website, you are agreeing to the following terms and conditions of use without modification or revision.

1.1.1 You agree that:

- a) the terms and conditions of hire of the Rehearsal Room and/or Control Room (together "the Rooms") are governed by this User Agreement.
- b) We may amend, revise or update the terms and conditions of this User Agreement at any time and without prior notice to You. The most up to date version of this User Agreement from time to time will appear on the Website.

#### 2 PAYMENT

2.1 Full payment is taken at the time of booking. Secure Payment is made via PayPal. Current prices for the hire of the Rooms can be found on the Website.

#### 3 CANCELLATIONS & AMENDMENTS

3.1 All cancellations and amendments must be confirmed by telephone to 023 8063 8660 during 'Studio Hours' being 9:00am to 5:00pm Monday to Friday (excluding bank holidays). Outside of Studio Hours cancellation or amendments should be confirmed on 07984 011 290.

3.2 Our cancellation policy ("Notice period" relates to the number of days before Hire Time):

<u>3.2.1 Notice Period:</u>	<u>Your refund:</u>
48 hour prior to Rehearsal date	Full Refund
[12]-48 hour prior to Rehearsal date	Half Refund
0-[12] hour prior to Rehearsal date	No refund

3.3 As each hire session is a period of 4 hours, if You have not arrived at the Studio within the first hour of Your Hire Time, and have made no contact with Us, We will treat this as a cancellation without notice.

3.4 We reserve the right to cancel your booking without notice for an event as described in clause we will provide you with a refund appropriate to the circumstances (at Our absolute discretion).

#### 4 FIRE REGULATIONS AND HEALTH AND SAFETY

4.1 All Users are required to familiarise themselves, and comply with, all fire regulations, evacuation procedures and health and safety requirements of Mutant Lab as detailed at the Studio.

#### 5 DAMAGE OR THEFT

5.1 As the User making the booking, You are responsible for every person whom You are booking on behalf of. If, at any time during your Hire Time or thereafter, damage or theft of Mutant Lab property is discovered, You will be charged for the replacement or repair (at the owners discretion).

#### 6 USE OF THE ROOMS

6.1 You must not and must ensure that none of your invitees bring any food or drink into the Control Room. Food is also restricted in the Rehearsal Room and only non-alcoholic drinks will be permitted in the Rehearsal Room. Please note there is a lounge area at the Studio where food and drink (non-alcoholic) may be consumed.

6.2 You will be expected to leave the Rooms (and the lounge area) in the condition in which You find them and ensure that You remove all Your personal belongings and any rubbish at the end of Your Hire Time.

- 6.3 There is a strict no smoking policy at the Studio. We reserve the right to eject any person who is caught in violation of this policy.
- 6.4 You shall not use the Rooms in any way which may result in annoyance or disturbance to the other occupiers or users of the premises surrounding the Studio. We reserve the right to eject any person whose behaviour We consider inappropriate in Our absolute discretion. No refund will be payable for any lost Hire Time if a person is ejected.
- 6.5 You will be responsible for keeping proper order during the Hire Time and for ensuring that all invitees conduct themselves in appropriate manner and comply with all rules of the Studio. We reserve the right to refuse to admit to, or direct the removal from, the Studio of any person who, in our opinion, is not in a fit and proper demeanour to be on the premises, this includes but is not limited to a state of sobriety.

## **7 CAR PARKING**

- 7.1 Is at You and Your invitees own risk. Please note that We do not own the parking area and cannot guarantee that parking will be available during Your Hire Time. Clamping is in operation in the parking area for any person who is parked in an unauthorised space, We cannot be held accountable for any losses incurred by You in relation to the parking of Your vehicles.

## **8 LIABILITY DISCLAIMER AND LIMITS**

- 8.1 Nothing in this User Agreement excludes any liability which We may not lawfully exclude under contract, including by not limited to personal injury or death caused by Our negligence.
- 8.2 You agree that We will have no liability and will not be obligated to make any refund and shall otherwise not be responsible in the event of any:-
- 8.2.1 Delay, cancellation, or strike, riots, floods, acts of god, security breach, technological failure, health scares, or any other cause beyond our control, and further that We shall not have any responsibility for any additional expense resulting from any such acts or events or from any acts of any government or authority.
- 8.2.2 In no event shall We be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, the use of Our Rooms, whether based on contract, tort, strict liability, or otherwise, even if We have been advised of the possibility of damages, except where We may not lawfully exclude such liability under contract.
- 8.3 We accept no responsibility for loss of or damage to any articles (including personal belongings) brought on to the premises by You or your invitees.

## **9 NO UNLAWFUL OR PROHIBITED USE**

- 9.1 As a condition of Your use of Our Rooms, You agree that You will not use Our Rooms for any purpose that is unlawful or prohibited by, or inconsistent with, this User Agreement.

## **10 USE OF INFORMATION**

- 10.1 Any personal information You provide to us for the purposes of making a booking will be retained securely and may be used by Us to contact you in the future in relation to other Studio activities. We will not, without Your prior consent pass your personal information to third parties. You have the right to request a copy of Your personal information at any time (for which We may charge a small administration fee).

## **11 CONTRACT FORMATION**

- 11.1 No contract will exist under this User Agreement for the reservation of any Rooms at the Studio until We formally accept Your reservation by email.
- 11.2 Our acceptance will be deemed complete and to have been effectively communicated to You for all purposes, at the time that We send the email to You whether or not You receive the email.

## **12 MISCELLANEOUS**

- 12.1 This User Agreement (and any other terms and conditions referenced herein) constitutes the entire and only agreement between Us and You, and supersedes all other agreements, representations, warranties and understandings with respect to the subject matter of this User Agreement.
- 12.2 If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this User Agreement shall continue in effect.
- 12.3 Our failure to enforce any provision of this User Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.
- 12.4 Any rights not expressly granted herein are reserved by Us.
- 12.5 A person who is not a party to this User Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 12.6 This User Agreement shall be governed by and construed in accordance with English law. Disputes arising shall be subject to the exclusive jurisdiction of the English courts.

## **13 IN THIS USER AGREEMENT:**

“Control Room” means the room dedicated to the recording, mixing, sampling and production of music;

“Hire Time” means the start time for the hire of the Rooms.

“You” means the individual who makes the booking and where the context requires the individual using the Website;

“Rehearsal Room” means the room dedicated to practicing and playing of music;

“Studio” means the premises at 2<sup>nd</sup> Floor, 10 Bargate Street, Southampton, Hampshire, SO14 2DA

“User Agreement” means these terms and conditions;

“We”, “Our”, “Us” means Mutant Lab [Recording Studios] registered at 52 Newlands Avenue, Southampton, Hampshire, SO15 5ES

“Website” means [www.mutantlab.co.uk](http://www.mutantlab.co.uk)