

The Sound Cell Australia Pty.Ltd.

Terms and Conditions

Definitions:

The Company:

The Sound Cell Australia Pty. Ltd. ABN: 24 147 747 135

The Client:

Means the person, the company or entity commissioning or engaging the services of The Company.

Materials:

Means Original Music Composition, Music Library, Sound Effects, Interviews, Voice Over, Sound Design or any audio elements needed for the production of the project.

Media:

Means the platforms in which the Deliverables will be used, as in: Digital form, Online, Website, World Wide Web, Broadcast (Television), Radio, Cinemas, Mobile Phone, Social Media, On Hold Music or Sounds, Cafes, Restaurants, any Public Space, Taxis, Outdoors, Indoors and any vehicle or means of message delivery system to carry a message to a targeted audience.

Deliverables:

Means any Masters, Mixes, Rough Mixes, Music tracks, Sound Design, Sound Effects, Voice Over, Interviews, Sound Of Tape, Audio Rushes, Stems, Foley's, Separate Elements or any audio material recorded, created in The Company's sound studio / field recorder.

Recordings:

Means any audio materials recorded in The Company's location sound recorder or created, recorded in The Company's sound studio.

Bookings

All bookings are to be confirmed 72 hours via email or by phone prior commencing any location sound recording or post production work. A Purchase Order will need to be supplied by The Client 48 hours before studio booking time or location sound recording, along with a call sheet, briefings and referencing Materials. Booking fees for The Company's recording studio and post production work will be discussed at booking time and will be depending on the nature, commercial exploitation, Media usage and territories of the project. A rate card can be supplied on demand for location sound recording work.

Location Sound Recording and Post Production Work

The Company will carry out all location sound Recordings and post production work with due care and diligence using The Company's high end location sound recording equipment or in The Company's high end recording sound studio equipment and will work to the best of its ability to provide the highest sound quality and creativity possible for all projects without discrimination, under the direction, briefing, references and guidance of The Client. Once approved by The Client, all Deliverables supplied to The Client or leaving the premises by any means will be supervised and approved by The Company's Sound Director. Transportation fees for location sound recording are charged at AUD 0.95 cents per kilometre. No transportation fee will be charged for location sound recordings happening in the Melbourne CBD or in a 25Km radius from Melbourne CBD.

Recordings and Materials

It is the responsibility of The Client to supply any Materials necessary to commence any post production work. Materials are to be provided in OMF, AAF or .WAV file in 48Khz/24 Bit format, along with a QuickTime Movie for visual reference with all necessary information, briefings in a timely manner. It is also the **Client's responsibility to clear ALL usage rights for any original Music Composition or Music Library** supplied to The Company. If there is a need for Music Library or an original Music Composition to be provided by The Company, a licensing and composition fee will be charged to The Client depending on the commercial use, which Media and Territories it will be used in and for an agreed and clearly defined period of usage.

Deliverables

All materials will generally be supplied in Broadcast .WAV, 48Khz/24Bit file format or any other format specified by The Client to be used in the agreed format and duration of the program or project. All Deliverables, recorded audio materials, sound creation whether in The Company's sound studio or on The Company's location sound recorder, will remain the property of The Company until full payment has been received. The Deliverables are protected under the Australian Copyright Act. All Deliverables will be backed up online or on hard drives for a period of 3 Months after the delivery date, unless requested or stated otherwise, an archiving fee will be applied after a period of 3 months. It is the responsibility of The Client to make additional back ups of all supplied Deliverables and Recordings. The Company reserves the right to delete any production Deliverables and Recordings after a period of 3 months without notice.

Invoicing

An invoice will be issued at Deliverables time or shortly after, payment terms are 30 days from invoice, unless stated or agreed otherwise in the invoice. A 10% interest per month will be charged with an administration fee of AUD350 for all overdue invoices past the 30 days grace period.

Cancellation

Cancellations will need to be confirmed via email or phone by The Client.

A Cancellation fee will be applied as per follow:

Cancellation 72 hours before booking time: No charge.

Cancellation 48 hours before booking time: 50% of booking time to be paid within 7 days from cancellation date.

Cancellation 24 hours before booking time: 100% of booking time to be paid within 7 days from cancellation date.

Compliance with Laws and Clients obligations

It is The Client's responsibility to comply with all applicable laws, Copyrights laws, Copyright Act, statutes and regulations and must maintain, obtain and clear all Recording rights, licensing fees, loading fees and consents to use any Deliverables and/or Recordings delivered passed the agreed period of usage, Territories or Media usage. The Client shall not be authorised to re-use, redistribute, recreate, copy, re-record, whether in full or small segments any of the Deliverables or Recordings without prior written consent from The Company. Should The Client need to use any Deliverables or Recordings for an extended period of time, additional territories or different Media, a licensing and/or loading fee will be applied and a new period of usage shall be clearly defined and agreed upon. In case of breach of agreement or Copyrights infringement The Company will take all necessary legal measures available in the Australian law to forbid and prohibit any further usage of any delivered Materials or Recordings and shall claim indemnities and compensations.