

# Terms and Conditions

## General Terms and Conditions

By accessing and using the services of Castle Podcast Studio, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service. This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

Castle Podcast Studio reserves the right to change these conditions from time to time as it sees fit and your continued use of the site and studios will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our site. You are therefore advised to re-read this statement on a regular basis. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by email will be made to those affected by the change.

## Using the Castle Podcast Studio

Clients may, at their own discretion and expense, obtain personal insurance for loss, injury or damage that they might sustain arising from use of the studios. Clients use Castle Podcast Studio at their own discretion and accept any injury or illness brought on by use of the studios is their own responsibility.

As a client you agree to comply with the Rules of Castle Podcast Studio (outlined below) with regards to use of the facilities, opening hours, and your conduct. Castle Podcast Studio may make reasonable changes to these rules, from time to time, provided the studios gives advance notice of these changes.

### **Studio Equipment**

- The studio is equipped with a range of professional audio and recording equipment.
- You may bring your own equipment to use at the studio, but it must be approved by the studio engineer and used in a way that does not damage the studio equipment or interfere with the recording process.
- We are not responsible for any damage or loss of your personal equipment while it is at the studio.

### **Content Standards**

The material you create or record at our studio must not:

- Be illegal, fraudulent, or deceptive.
- Infringe on any third-party's intellectual property rights.
- Be defamatory, obscene, or offensive.

- Promote violence or discrimination based on race, religion, gender, sexual orientation, or age.

### **Technical Difficulties**

Human error, equipment, software, and computer failures, and technical difficulties (although rare) can happen from time to time. Castle Podcast Studio may, at its sole discretion, cancel the session and rebook the session at a mutually agreed time if technical difficulties, equipment failure(s), and/or human error factors cannot be quickly fixed.

The client accepts responsibility for the payment of any studio time which is cancelled or rescheduled due to the client's technical difficulties, equipment failure(s), and/or human error.

### **Rules of Castle Podcast Studio**

Members agree to abide by the Rules of the Podcast Studio. Failure to follow these rules may result in studio sessions being cancelled (without refund).

These rules include, but are not limited to, the following prohibited actions :

- You must clean up after yourself and leave the studio in the same condition as you found it.
- You must respect the studio equipment and treat it with care. Any damage to the equipment caused by you or your guests will be your responsibility and you will be charged for the repair or replacement costs.
- Only the people listed on the reservation are allowed in the studio during the recording session. No additional guests are allowed without prior approval.
- The volume of your recording must not exceed the decibel limit set by the studio.
- You must follow the instructions of the studio engineer and abide by their decisions regarding the recording process.
- Abusive behaviour, in any form, towards staff or other users of the studio. This includes rude, disrespectful, or offensive behaviour, including derogatory remarks and disruptive acts amounting to verbal and emotional abuse; sexually inappropriate comments and behaviour; racist and discriminatory abuse; threats of physical violence; aggressive and violent behaviour.
- Smoking (including vaping or use of e-cigarettes) or the use of illegal drugs is prohibited on the premises. The consumption of alcohol is not permitted during standard bookings (however, alcohol is permitted in studio at certain times, such as live shows and other events. Confirm with a member of staff if you are unsure).

## **Recording Sessions**

### **Transfer of files**

Recordings made at Castle Podcast Studio will be sent to clients via online transfer. Once files have been received and/or downloaded by clients, Castle Podcast Studio accepts no responsibility in any way for the loss or corruption of these files.

### **Storage of Files**

We store raw recording files for 1 month after project completion and cannot guarantee access to any files beyond this time.

### **Copyright Material**

It is understood that the client is responsible for any and all copyright or licensing issues. Any copyright, license fees, or royalty payments due to any other client(s), artist(s), or party(s) for their copyrighted work (including “samples”) used by the client are the responsibility of the client. The client will “hold harmless” Castle Podcast Studio for any action due to any of these violation(s) by the client.

### **Usage Rights**

By engaging in our services and making a booking, you and your guests agree to grant us an irrevocable, worldwide, royalty-free license to use any images or videos captured during your session for promotional and marketing purposes. This includes the use of such materials on our website, social media, and any other marketing or advertising platforms, both online and offline. By using our services, you acknowledge and agree that such use does not require any further consent or payment to you or your guests.

## **Studio Bookings**

### ***OPENING HOURS***

Castle Podcast Studio is open from 9am to 6pm, Monday to Friday (excluding bank holidays). For bookings outside this period, please get in touch and we may be able to accommodate you. There is a surcharge for bookings outside standard opening hours.

Castle Podcast Studio is closed on bank holidays and for a short period over Christmas and New Year.

### **Reservation and Payment**

- To reserve a time slot at our studio, you must pay the full amount at the time of booking.
- If you need to reschedule your booking, you must inform us at least 72 hours in advance. If you do not give sufficient notice, the booking will not be rescheduled or refunded.
- We accept payment by all major debit and credit cards.

Payment for studio bookings can be made on our website. We can also invoice your company.

### **Refunds/Cancellation Policy**

To receive a full refund, guests must cancel within 72 hours of making a booking, and the cancellation must occur at least 3 days before the session.

Rescheduling can also be arranged with 72 hours’ notice, subject to availability.

## **Studio Availability**

The studio can be booked in hour slots, on the hour. We ask clients to be aware that if there is another booking directly following yours, you will need to finish up promptly to allow for the changeover.

- We reserve the right to change the availability of our studio and services at any time without notice.
- In the event that the studio is unavailable or unable to accommodate your booking due to unforeseen circumstances, we will make every effort to find an alternative solution or provide a full refund.

## **Session Length**

- The length of the recording session is based on the time slot you have booked.
- If you require additional time, you must request it in advance and it will be subject to availability and an additional fee.
- If you finish the recording before the end of the booked time slot, you will not be entitled to a refund or reduction in the fee.

## **Termination**

We reserve the right to terminate or suspend your access to our studio and services at any time, without notice, for any reason, including if we believe that you have violated these Terms.

## **Disclaimer of Warranties**

Our studio and services are provided on an "as is" and "as available" basis. We make no representations or warranties of any kind, express or implied, as to the operation of our studio or services, or the information, content, materials, or products included in our studio.

## **Changes to These Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## **Indemnification**

You agree to indemnify and hold us and our affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our studio and services, your violation of these Terms, or your violation of any rights of another.

## **Entire Agreement**

These Terms constitute the entire agreement between you and us regarding the use of our studio and services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Confidentiality**

- Any information or material shared with us during the booking process or recording session will be kept confidential.
- We will not disclose any personal or confidential information to any third party without your written consent.
- You are responsible for obtaining the necessary permissions from any third parties whose personal or confidential information may be included in your recording.