Poseidon Music Limited Terms and Conditions

Part One. General Trading Terms and Conditions

Definitions

'Poseidon', 'Poseidon.tv', 'Poseidon Records', 'Poseidon Music' and 'Poseidon Music Bank' (jointly and severally 'us', 'we', 'our') are trading names of Poseidon Music Limited, registered in England and Wales. Registration number 6129045. Registered Office: 46a Woodbridge Road, Moseley, Birmingham, West Midlands, B13 8EJ U.K.
'Services' means any services provided by Poseidon Music Limited
'Products' means any products supplied by Poseidon Music Limited
'Client' means the client or licensor

All Products and Services sold/provided by us are supplied subject to these conditions, which are incorporated in any transaction between us and any and shall be the sole terms and conditions of any sale or supply by us to the Client save that in the event that we enter into a separate agreement between us and any Client then the terms of such agreement shall, insofar as they differ from these terms, override these terms.

1. Intellectual Property ownership

(i) We retain all intellectual property rights and copyright in our work unless otherwise stated. Where we are the owners or licensees of the copyright in works or recordings all rights not specifically granted to Client by written agreement are reserved by us. At the end of any 'Term' (as defined by any written agreement between Poseidon and Client) all rights granted therein shall forthwith and automatically revert to us.
(ii) We retain ownership of all Goods Services and Masters until we have received payment in full.
(iii) Any hourly fees charged to Client for studio time shall be without prejudice to our rights to be credited and credited for and paid advances, fees and/or royalties in respect of production input and/or songwriting contributions
(iv) All session musicians employed by us will be expected to complete a release form after each session before payment is made. An example release form will be made available on request.

2. Quotations

(i) Quotations given to Client are estimates only based on our experience. The final fee will depend on many factors which may be out of our control and we will use all reasonable endeavours to inform you of any additional costs or fees prior to them being incurred. Clients will be billed according to the Products and Services supplied rather than according to the quotation.

3. Bookings and cancellations

(i) Client may cancel any booked studio session with 48 hours notice.
(ii) We reserve the right to bill client for time booked if Client does not attend a booked session which was not cancelled with sufficient notice.

4. Payment

(i) All charges are exclusive of VAT unless otherwise stated.
(ii) We reserve the right to request a non-returnable 50 percent deposit for all commissioned work. This must be paid prior to the work commencing.
(iii) Where we charge clients for studio time, we charge to the nearest 30 minutes excluding breaks and delays caused by technical breakdowns.
(iii) All invoices must be paid within 14 days of the invoice date unless otherwise agreed by us.
(iv) Payment may be made by cash, cheque, credit card or electronic transfer. If the Client pays by electronic transfer client must notify us by telephone, email or in person to confirm payment has been sent.
(iv) We reserve the right to charge interest on late payment in accordance with UK law as laid out in The Late Payment of Commercial Debts (Interest) Act 1998. Guidance on the Act is set out in 'A Users Guide to the amended late payment legislation effective from 7 August 2002' available on-line at http:// www.payontime.co.uk/downloads/latepayment_download.html
A guide may be obtained by telephoning 0870 150 2500 quoting reference URN 02/883 (Source: Department of trade and Industry'Better Payment Practice'Crown Copyright 1998.)

5. Data storage

(i) We will use our best endeavours to ensure that recordings and other data are stored securely and can be retrieved in the future for as long as practical, however we make no warranties regarding this service. Client should be aware that recording, mixing and computer technologies change very quickly and so retrieval of data after long periods may be difficult or impossible. Clients wishing to ensure that their data will be recallable should make their own arrangements to store the data. When requested we will provide a data transfer service to move data from our systems to portable storage devices or media provided by (or sold by us to) Client however we reserve the right to charge for the time involved at the same rate Client was charged for the work which created the data.

(ii) Recorded audio data will usually be stored on our own hard drives, however for large projects such as albums we may request that the client pays for dedicated storage media for his project.

6. Limitation of liability

We shall not be liable for:

(i) failure to provide a service or product caused by events outside of our reasonable control;
(ii) any loss or corruption of data, or damage to persons or property arising from the use of our products and services;
(iii)any delay in or failure to perform any of our obligations under the contract if the delay is caused by circumstances outside of our reasonable control, and for any failure of any computer system, software or other equipment we or any of our suppliers use;
(iv) any equipment vehicles or data belonging to Client or 3rd parties which is left on our premises;
(v) any consequential loss under any circumstances (including loss of anticipated profits or third-party claims).

All recommendations and advice we give is for guidance only.

The Client fully indemnifies us against any loss damage expense or cost (including reasonable legal costs) arising from any breach of the Client's undertakings or agreements made in respect of any engagement hereunder, or any third party claim in respect of any material introduced by the Client to us hereunder.

7. Collection of Data / Privacy

Poseidon Music Limited may gather data, but only in accordance with the Data Protection Act 1998. Any information about you (such as that requested on any forms) will be used only to send you the information you have requested. Any data is distributed only within Poseidon Music Limited and its sister company Artisan Audio (http://www.artisanaudio.com) and to no other external organisations except with your express permission.

8. Governing Law

This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts .

Part Two. Website Terms and Conditions

This web sites http://www.poseidonmusic.com, http://www.poseidon.tv and http://www.poseidonrecords.co.uk (jointly and severally "the Sites" are operated by Poseidon Music Limited, registered in England and Wales. Registration number 6129045.
Registered Office: 46a Woodbridge Road, Moseley, Birmingham, West Midlands, B13 8EJ U.K.

1. Copyright and Trademark

Copyright in all material on the Sites has been granted to Poseidon Music Limited.

The content of the Sites is protected by Copyright in any combination and any file format.

2. Content

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3. Disclaimer

In no event shall Poseidon Music Limited be liable for any special, indirect or consequential damages or any damages whatsoever arising out of or in connection with the use of information available on any of the Sites

4. E&OE

The documents and related graphics published on the Sites may contain technical inaccuracies or typographical errors. Changes are periodically made to the information on the Sites. Poseidon may make improvements and/or changes to the products or services described herein at any time and without notice. Therefore Poseidon disclaims any and all liability for the correctness, up-to-dateness, and completeness of the information and data provided on the Sites

5. Links to Third Party Sites

The Sites may include links that will allow you to leave the site. These linked sites are not under the control of Poseidon and as such Poseidon is not responsible for the content of any linked site or any link contained in a linked site, or any changes or updates to such sites. Poseidon is not responsible for webcasting or any other form of transmission received from any linked site. Any links provided by Poseidon are only as a convenience, and the inclusion of a link does not imply endorsement by Poseidon of any site.

6. International law

Poseidon cannot be certain that all the material on the Sites at any time will comply with all laws of every country in the world and cannot accept responsibility for any such breach.

7. Governing Law

Use of the Sites means you agree to these terms and conditions of use, which constitute a contract governed by English Law as set out in Part One Clause 8 above. These terms and conditions may be varied from time to time and should be checked regularly. If you do not agree to one or more of these terms and conditions

you should leave this website.