

Plasma Music TV TERMS & CONDITIONS (April 2017)

You must read these Terms & Conditions ('Conditions') carefully before submitting the completed Artist Application Form.

1. DEFINITIONS AND INCORPORATION

- 1.1.1. In these conditions "**Agreement**" means the agreement between Plasma Music TV and Client in respect of the Event as detailed in the document entitled 'Artist Application Form'.
- 1.1.2. "**Plasma Music TV**" means the premises comprising the sub-basement basement and part ground floors of 45 Maylands Avenue, Hemel Hempstead HP2 7DF (or such lesser part of Plasma Music TV as is described in the Artist Application Form as being open during the Event including the 'Warehouse', 'Kitchen', and 'Office')
- 1.1.3. "**Client**" means the person and/or company as specified in the completed Agreement.
- 1.1.4. "**Event**" means the performance specified in the completed Agreement.
- 1.1.5. "**Company**" means Plasma Music TV
- 1.1.6. "**Record**" means Phonograph records, tapes, compact discs, audio-visual discs, cassettes and any other device and/or medium now known or invented or discovered hereafter by which sound or sound coupled with visual images may be reproduced, distributed or otherwise disseminated.
- 1.1.7. "**Performance**" means the video and audio recording of your performed songs.
- 1.1.8. "**Song**" means a single audio arrangement that you sing / play as part or in whole of your performance.
- 1.1.9. "**Video-Clip**" means an edited section of your performance which includes video and audio and which will include the performance of one song. Video-clip 1 will contain the audio performance of song 1 and so on.
- 1.1.10. "**Multi-tracks**" means individual unedited recordings from each motion camera and individual unedited audio tracks for one performed song.

2. COMPANY'S AGREEMENTS

- 2.1.1. In consideration of and subject to the strict performance by the Client of all its obligations contained later in these Conditions the Company hereby agrees with the Client as follows:
 - 2.1.1.1. to make Plasma Music TV (or such lesser part of Plasma Music TV as is described in the Agreement) available to the Client on the Date for the Event
 - 2.1.1.2. to permit the client to enter and remain in Plasma Music TV for set up and / or rehearsal during the times set out in the Agreement.
 - 2.1.1.3. to provide and cater for the Event as set out in the Agreement.

3. CLIENT'S AGREEMENTS

- 3.1.1. In consideration of the agreement on the part of the Company to make available Plasma Music TV to the Client on the Date for the Event and the other agreements on the part of the Company above the Client hereby agrees with the Company as follows:
- 3.1.2. to all documents and other materials as requested to the Company on their respective Dates unless agreed otherwise by the parties in writing.
- 3.1.3. not to advertise or promote the Event in any way except with the approval of the Company. Such approval will not be unreasonably withheld or delayed.
- 3.1.4. not to deviate from the description of the Event supplied by the Client to the Company prior to the submitting of this Agreement in the content or conduct of the Event without the consent of the Company
- 3.1.5. to make clear in all advertising or promotion for the Event that Plasma Music TV is the venue for the Event

- 3.1.6. not to use the Trade Name in any way except to advertise that the Event will be taking place at Plasma Music TV on the Date in a manner approved by the Company
- 3.1.7. not to invite persons to the Event in excess of the allocated places and of the permitted capacity of Plasma Music TV under the Trade Licences
- 3.1.8. not to cause or permit any breach of the Trade Licences
- 3.1.9. if the Client has any complaint concerning Plasma Music TV or its operation to make such complaint only to the Floor Manager of Plasma Music TV or to the head office of the Company for the attention of one of its directors
- 3.1.10. not to cause or permit anything to occur during any Rehearsal or the Event which is illegal or unlawful
- 3.1.11. not in any way to interfere with the operation of Plasma Music TV or any part of it and in particular:
 - 3.1.11.1.1. Unless otherwise agreed in advance not to bring any food or drink into Plasma Music TV or permit any guests customers employees or contractors of the Client or the Performer to do so
 - 3.1.11.1.2. not to sell any beverages of any kind during any Rehearsal or the Event
- 3.1.12. not to disclose to any third party or to publish in any way without the consent of the Company any information about Plasma Music TV its customers its staff its contractors and/or the operations of Plasma Music TV and the behaviour of any of them
- 3.1.13. to notify the Company of the final number of persons who will be attending the Event at least 48 hrs before the Event
- 3.1.14. to reimburse the Company for and to indemnify it from all unreasonable loss and damage suffered to the equipment furniture fittings furnishings decor and structure of Plasma Music TV during the Event and/or any Rehearsal beyond normal wear and tear. Such loss is to be duly documented by the company and notified to the client and must occur through no fault or negligence of the Company and/or its employees, sub-contractors or agents.
- 3.1.15. not to remove any of the same from Plasma Music TV for any reason
- 3.1.16. to procure that any Performer observes any decibel and/or bass limits imposed by the Company in respect of the Event and any Rehearsal
- 3.1.17. to notify the Company immediately of any reason or cause why the Event cannot proceed on the Date and not to issue any tickets or invitations for it after the Client decides that there is a significant risk that the Event may not proceed
- 3.1.18. if required by the Company to supply at its expense additional security staff or stewards to work in or outside Plasma Music TV under the supervision and control of the management of Plasma Music TV
- 3.1.19. to notify the Company if any guest or Performer will be accompanied at any time by any personal security personnel or bodyguards and to procure that any such personnel carry identity cards for production to the employees of the Company
- 3.1.20. if any guest or Performer is likely to attract large or unruly crowds outside Plasma Music TV to procure that all security staff employed by the guest or Performer co-operate with the police and the security personnel employed by the Company
- 3.1.21. to procure that any guest or Performer shall comply with the requirements of the Company as to the entrance to and exit from Plasma Music TV to be used by the guest or Performer at any time and the times of arrival and departure of the Performer
- 3.1.22. to have and to provide upon request a copy of adequate insurance cover for the event and equipment
- 3.1.23. not without the consent of the Company to allow any photographer or television or video camera operator into Plasma Music TV during any Rehearsal and/or the Event
- 3.1.24. if required by the Company to issue notices to ticket holders or invitees requesting them to arrive at Plasma Music TV for the Event between specific times to avoid congestion
- 3.1.25. in the event that the Company permits the Client to arrange for photographs film television or video recordings to be made of all or part of the Event to procure at its

- expense that a copy of each photograph and recording is supplied to the Company for Plasma Music TV archive
- 3.1.26. to notify the Company at least 14 days prior to the Event if any of the guests of the Client are likely to be under 18 years of age at the time of the Event. The attendance of minors will be subject to approval of relevant authorities which the Client acknowledges Plasma Music TV cannot guarantee. Any none prior agreed attendance of under 18 year olds will be refused admission.
 - 3.1.27. not to cause or permit any form of gambling, auction or any sporting contest of any kind in Plasma Music TV during any Rehearsal or the Event without seeking the relevant permissions form Plasma Music TV and Licensing Authorities
 - 3.1.28. not to cause or permit any part of the sound system in Plasma Music TV to be used by any Performer or its technicians without the consent of the Company
 - 3.1.29. to procure that the Event has finished all equipment imported into Plasma Music TV by or for the Client is removed and any changes in Plasma Music TV for the Event are removed and Plasma Music TV restored to its original state before the Event prior to the Finish Time
 - 3.1.30. unless otherwise agreed by the Company not to permit any guests or customers of the Client to remain in Plasma Music TV after the Finish Time
 - 3.1.31. Without prejudice to points 3.1.29 and 3.1.30, if the Event continues for any reason beyond the Finish Time or the Client fails to procure clearance of Plasma Music TV of all guests customers staff and contractors employed by the Client and all equipment introduced into Plasma Music TV by the Client for the Event or any changes to Plasma Music TV on the Date to pay to the Company an agreed hourly rental rate
 - 3.1.32. if the Client wishes to dress Plasma Music TV with promotional or other material:
 - 3.1.32.1.1. not to make any alteration to the decor of Plasma Music TV which is permanent
 - 3.1.32.1.2. not to damage any of the decor or the furnishings or fittings in any way
 - 3.1.32.1.3. only to display, affix any promotional material or posters or other to any walls or structures in Plasma Music TV with the prior consent of the Company and under the strict supervision of venue management
 - 3.1.32.1.4. to remove all dressing material and posters before the Finish Time
 - 3.1.32.1.5. to pay promptly to the Company all costs and expenses incurred by it in making good all duly evidenced damage caused to any of the decor and furnishings of Plasma Music TV by any such dressing material or posters or any other installation or equipment brought into Plasma Music TV by the Client
 - 3.1.33. to indemnify and keep indemnified the Company from and against all reasonable duly documented claims costs damages and expenses whatsoever arising out of or as a result of any loss or damage to any equipment goods or other items imported into Plasma Music TV by the Customer or any of its guests or customers or by any Performer or other person engaged by the Client for the Event
 - 3.1.34. The Client acknowledges that access to all parts of Plasma Music TV and the facilities within Plasma Music TV have not been altered to accommodate disabled persons. If any of the customers or guests of the Customer are disabled or are confined to a wheelchair to ensure that at least two persons (who shall not be supplied by the Company) accompany the disabled person at all times and are responsible for the safety of that disabled person in the event of an emergency and that notification of such is given at least 48 hrs prior to the Event date
 - 3.1.35. to ensure that the management of the Company are notified at least 48 hours in advance if any such customer or guest is disabled so that the disabled person and those accompanying him or her can be briefed on the most suitable fire exits to be used in the case of an emergency and on any hazards present in Plasma Music TV during the Event
 - 3.1.36. to ensure that any specialist laser lighting equipment and effects are controlled and operated by skilled and experienced operators and to indemnify and keep indemnified the Company from and against all reasonable duly documented costs claims damages and expenses whatsoever arising out of or as a result of any injury or damage caused by any

such laser or equipment or any negligent operation of the same by the operators appointed by the Client

- 3.1.37. Plasma Music TV operates the following policy to ensure the safety and enjoyment of all clients and staff:
- 3.1.37.1.1. It is an offence to serve alcohol to any persons who appear to be intoxicated and to allow any persons who appear intoxicated to remain within licensed premises. Our staff and license holders are liable to an on the spot fine and potential prosecution. Any person(s) whom our staff not unreasonably believe have had too much to drink will be refused further alcohol and will be asked to leave the premises.

4. GENERAL

- 4.1.1. All obligations of either part under this Agreement which are not discharged in full to the satisfaction of the other party on expiry or termination of this Agreement shall be a continuing liability notwithstanding such expiry or termination
- 4.1.2. All rights:
- 4.1.2.1.1. not specifically and expressly granted to the Client in this Agreement are reserved to the Company
- 4.1.2.1.2. of either party under this Agreement shall be cumulative and no exercise of any such right shall restrict or prejudice the exercise of any other of its rights under this Agreement
- 4.1.3. Any notice to be served by either of the Parties on the other under this Agreement shall be:
- 4.1.3.1.1. in writing
- 4.1.3.1.2. sent by first-class pre-paid recorded delivery post or by electronic mail or fax
- 4.1.3.1.3. deemed to have been received by the addressee within 48 hours of posting to the address of the addressee set out at the start of this Agreement or within 24 hours if sent by electronic mail or fax to the correct electronic mail address or fax number (as the case may be) of the addressee
- 4.1.4. Each of the Parties shall notify the other of any change of address or number within 24 hours of such change
- 4.1.5. Any agreement decision grant of consent or exercise of judgement on the part of the Company in respect of any matters under this Agreement:
- 4.1.5.1.1. shall be at its sole discretion
- 4.1.5.1.2. must be recorded in writing
- 4.1.5.1.3. must be signed by a director of the Company
- 4.1.5.1.4. must be sought and obtained from the Company before the happening of any event to which it relates
- 4.1.6. Both Parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulations or if any other cause beyond the control of the Parties shall render performance of this Agreement impossible
- 4.1.7. The Client shall not be at liberty to assign charge transfer or otherwise deal with or dispose of the Agreement or any rights under the Agreement nor to grant any sub-rights in any way without prior written consent from the company.
- 4.1.8. The Agreement is personal to the Client
- 4.1.9. The Agreement shall not create any form of partnership between the Parties in any way
- 4.1.10. The Client shall not be able to pledge the credit of the Company in any way
- 4.1.11. The Client declares that it has not relied upon any oral or written representation from the Company which induced it to enter into this Agreement
- 4.1.12. This Agreement shall not be varied except in writing signed on behalf of each of the Parties and on behalf of the Company only by a director of the Company
- 4.1.13. The failure of either party to enforce at any time any of the terms and conditions of this Agreement or the receipt by the Company of monies from the Client shall not be a waiver of all of the terms and conditions of this Agreement or of the right to enforce the same at any subsequent time

- 4.1.14. In the event that any provision of this Agreement is void voidable or illegal :
 - 4.1.14.1.1. the Company shall be at liberty at its sole discretion to amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or voidability or
 - 4.1.14.1.2. the Company may at its sole discretion sever the offending provision from the same and
 - 4.1.14.1.3. the remainder of this Agreement shall remain in full force and effect
- 4.1.15. If either party enters into liquidation or suffers an administrator or receiver to be appointed to it or to any of its assets or makes a composition with any of its creditors or threatens any such thing (or the equivalent in bankruptcy or personal insolvency law or regulations if either party is an individual) the Company may at any time afterwards terminate this Agreement with or without notice immediately and:
 - 4.1.15.1. no creditor agent liquidator administrator receiver representative or trustee of the Client shall have the right to continue the Event without the prior consent of the Company
 - 4.1.15.2. the Company shall not be obliged for any reason to pay any funds it holds for the Client for the Event to any such creditor agent liquidator administrator receiver representative or trustee
 - 4.1.15.3. the Company may at its discretion deduct from any such monies the Fees and any other monies due to it from the Client
- 4.1.16. If the Client
 - 4.1.16.1. fails to produce to the Company prior to the Date its policy of insurance for the Event
 - 4.1.16.2. fails to pay to the Company any Fees on their respective Payment Dates (time being of the essence)
 - 4.1.16.3. interferes with the operation of Plasma Music TV in any way as specified in clause 3.1.10
 - 4.1.16.4. makes any complaint about Plasma Music TV or its operation to any person except its Floor Manager or a director of the Company
 - 4.1.16.5. causes or permits any breach of the Trade Licences as specified in clause 3.1.7
 - 4.1.16.6. continues to issue tickets or invitations for the Event after the Client has reason to believe that the Event cannot proceed on the Date for any reason
 - 4.1.16.7. commits any breach of this Agreement which is incapable of remedy
 - 4.1.16.8. knowingly causes or permits any breach of health and safety regulations in respect of Plasma Music TV
 - 4.1.16.9. knowingly or negligently discloses or publishes any confidential information about the Company Plasma Music TV its employees or contractors and/or its members and guests
 - 4.1.16.10. advertises or promotes the Event in a manner not approved by the Company then and in every such case the Company shall be at liberty to terminate this Agreement without notice and without any liability to the Client and to forfeit the Fees if they have already been paid by the Client to the Company
- 4.1.17. In the event that the Customer fails to observe or perform any of its obligations under this Agreement on Seven (7) days' notice to the reasonable satisfaction of the Company the Company shall be at liberty to terminate this Agreement on the expiry of such notice without any liability to the Client
- 4.1.18. If the Event does not proceed for any reason:
 - 4.1.18.1. any funds received and held by the Company from ticket sales shall not be the property of the Client and the Company shall be at liberty at its discretion to refund monies to customers who purchased tickets for the Event through the Company if the Company is not satisfied with proposals on the part of the Customer for a replacement event

- 4.1.18.2. and in the reasonable opinion of the Company the Event did not proceed as a result of any default on the part of the Client or the Client is in breach of any of its obligations under this Agreement the Company shall be at liberty to decline to co-operate with the Client in arranging a replacement event at Plasma Music TV without any liability to the Client
- 4.1.19. Unless otherwise agreed, the Company shall not be obliged to provide refreshments for the Client or any Performer or any of their respective employees or security personnel at any time
- 4.1.20. The Company shall be at liberty to refuse admission to Plasma Music TV for the Event any person who the management of the Company considers does not comply with the admission policy of Plasma Music TV or is otherwise unacceptable to the Company
- 4.1.21. Any invoice issued by the Company to the Client shall be a pro forma and not a tax invoice until paid
- 4.1.22. The Company shall not be liable in any way for the loss of or damage to any equipment goods or other items left in Plasma Music TV after the Finish Time and the Client shall not claim against the Company in respect of any such loss or damage even if it occurs prior to the Finish Time but shall make a claim on its insurance for the Event as described in sub-clause 3.1.21 of this Agreement
- 4.1.23. The Company shall not be liable in any way if any particular items are not available at the Event unless specifically requested by the client.
- 4.1.24. The Company may request Guests / bags are searched upon entry or exit – our policy is to ensure this is done in an appropriate and non-intrusive manner. To facilitate a smooth entry of guests it may be prudent to suggest that guests do not bring unnecessary bags etc with them to the event.
- 4.1.25. The neuter singular used throughout this Agreement shall include the plural and all genders
- 4.1.26. The Client acknowledges that in common with all venues Plasma Music TV is subject to relevant local authorities (including Police, EHO, Licensing) and the company will not held liable for compensation in the event of closure by such authorities in case of emergency, terrorist threat, fire or any other reason unless the closure is imputable to the company and/or its employees, sub-contractors or agents.
- 4.1.27. The calculation of the number of persons attending the Event by the Company shall be final and binding upon the Parties
- 4.1.28. English law only shall apply to this Agreement and the Parties hereby submit to the exclusive jurisdiction of the English courts

5. PERFORMANCE

- 5.1.1. The client will perform a minimum of four (4) songs
 - 5.1.1.1. Additional songs may be performed with prior agreement with the company
 - 5.1.1.2. The client will return the Artist application form at least seven (7) days prior to the Event date
- 5.1.2. A minimum of four (4) songs will be used to create video-clips and used as follows
 - 5.1.2.1. Video-clips will be made available on-line for free viewing
 - 5.1.2.2. Video-clips will be available for purchase by the client
 - 5.1.2.3. Audio which may include original songs may be included on a compilation album which will be made available exclusively to the Company's subscriber base
 - 5.1.2.3.1. If the Client does not wish to purchase video-clips the Company will use video-clips at its discretion
 - 5.1.2.3.2. Purchase of video-clips created from additional songs performed will be agreed with the Company prior to the event
 - 5.1.2.3.3. If the Client does not wish to purchase any additional video-clips the Company will use additional video-clips at its discretion
- 5.1.3. The Client will have the option to purchase the video-clips or the audio and video multi-tracks

- 5.1.3.1. A video-clip will be in .mp4 format codec H.264 1920 x 1080 30 frames per second and with audio at 48 kHz stereo
 - 5.1.3.1.1. The Company logo will appear as a transparent watermark (bug) in a top corner
 - 5.1.3.1.2. The Company will edit mix colour-match and render the video-clip to the Company satisfaction
 - 5.1.3.1.3. The Company shall not be obliged for any reason to make changes to the video-clips at the request of the Client
 - 5.1.3.1.4. The Client will not make any changes to the video-clip file
- 5.1.3.2. Audio and video multi-tracks will be in the formats recorded on each device
 - 5.1.3.2.1. The Company shall not be obliged for any reason to make changes to the multi-tracks at the request of the Client
- 5.1.4. All master recordings made during the performance and all derivatives manufactured therefrom shall from the inception of their creation be entirely and forever the property of the Company free from any claims by the client or any person firm or corporation claiming through Client.
 - 5.1.4.1. The Company shall have the right to manufacture Records from such master recordings and to sell release exploit publicly perform and otherwise deal with such master recordings in any way the Company shall think fit including without limitation over the internet and in any other format and in any other medium and by any means of distribution now known or unknown.
 - 5.1.4.2. The Client warrants that the Company shall be able to obtain mechanical licence from the copyright proprietors of any musical compositions written in whole or in part by you and embodied on master recordings made hereunder.
 - 5.1.4.3. The Client warrants that such licenses will be available to us on the usual statutory terms prevailing in each country of the world and that in the USA and Canada if the Company is unable to obtain an undertaking by our licensees to pay at full statutory rate mechanical royalty shall be payable at seventy five (75) per cent of the minimum statutory rate per composition at the date of the first release of records comprising that composition.
 - 5.1.4.4. The Client hereby grant to the Company the right to use and allow others to use your name likeness and biographical material in connection with our exploitation of master recordings made hereunder.
 - 5.1.4.5. All songs shall contain your new and original performances.
 - 5.1.4.5.1. The Client is exclusively entitled to grant the rights granted to the Company hereunder and by the Clients signature grant to the Company all necessary consents under part II of the copyrights and patents act 1988 (as amended or replaced from time to time) or otherwise and all similar rights throughout the territory.
 - 5.1.4.5.2. Covers sampled Recordings or Composition Extracts can only be used with the Company prior written consent.
 - 5.1.4.5.3. In the event that the Client wishes to include “covers” and/or “sampled” extracts on master recordings (“Sampled Recordings”) and/or extracts from third party compositions (“Composition Extracts”) the Client must inform the Company before recording has taken place.
 - 5.1.4.5.4. The Client must obtain all necessary licenses and clearances from the copyright owners to such Covers Sampled Recordings and Composition Extracts and pay any payment advances, fees, costs or royalties payable to any third party for the use of Sampled Recordings or Composition Extracts.
 - 5.1.4.5.5. The Client hereby indemnify the Company against any loss or damage (including legal cost) suffered as a result of third party claims from unauthorised use of Sampled Recordings or Composition Extracts.