

GENERAL CONDITIONS

ARTICLE 1. SUBJECT

These general terms and conditions establish the contractual conditions applicable between Flow Studios and the Client. They apply to the equipment installed in the Premises as well as to the services performed by Flow Studios on behalf of the Client and prevail over any conditions proposed by the latter.

ARTICLE 2. RECORDING EQUIPMENT

2.1 STUDIO EQUIPMENT

Flow Studios puts the studio and its staff at the disposal of the Client for the duration of the Booking and oversees producing the recording under the direction and supervision of the Client. The validation of the recording is subject to the approval of the Client or its representatives.

The studio has a surface area of 120m² and includes:

- A control room dedicated to recording and mixing;
- A live room;
- Two soundproof booths;
- A piano room.

The studio booking gives access to a kitchen, a living room and a bathroom.

A sound engineer is available for all bookings.

The following equipment is available to the Client:

- Monitor speakers;
- Console / Converter / Routing;
- Microphones;
- Pre-amps / Compressors;
- Instruments;
- Headphone return;
- Mic stands / Cables / DI boxes.

Special equipment can be provided to the Client on request and for additional fees.

The Client is responsible for ensuring that the studio is suitable for its needs.

2.2 CLIENT'S PERSONAL EQUIPMENT

The Client is responsible for ensuring that its personal equipment is compatible with the studio.

At the end of the Booking period, the Client must vacate the studio and remove all his equipment. If the Client fails to retrieve the equipment at the end of a two-week notice period, Flow Studios reserves the right to destroy or otherwise dispose of the Client's personal equipment without further notice or warning.

ARTICLE 3. POST-PRODUCTION WORK

Flow Studios is responsible for the post-production work. The Client can control the execution of the work at any time.

The Client must make sure that the pre-production master is to its satisfaction before the recording can be produced in series. After a period of 14 (fourteen) days following the end of the Booking, the Client is deemed to have accepted and approved the pre-production master if it has not provided Flow Studios with any information.

Flow Studios is not obliged to keep the digital files beyond 6 (six) months after their creation during the recording session.

ARTICLE 4. CONDITIONS OF STAY

4.1 ENTRY TO THE PREMISES

The Client commits itself to occupy the Premises in a respectful way and to return them in the same state as he found them on his arrival. Flow Studios certifies that all the equipment made available to the Client is in good working order.

The Client has 24 hours from the moment he enters the Premises to note any important defects regarding the general state of the equipment. After this period, no comments will be considered.

Repairs resulting from the misuse or negligence of the equipment by the Client during the stay will be carried out at the Client's expense.

4.2 INTERNAL RULES

The Client's access to the Premises is limited to the areas indicated in the Booking. The kitchen, lounge and bathroom on the ground floor are accessible during the studio hours.

The Client undertakes to communicate in the specific conditions the full name of all persons who will be required to enter the Premises. It shall not allow any outside person to enter the Premises.

The Client also undertakes not to disturb the neighbourhood or the other occupants of the Residence.

Smoking is strictly prohibited inside the Premises. Any person wishing to smoke must do so in a strict, designated outdoor area.

The use of drugs on the Premises is strictly prohibited. Any person contravening this prohibition will be required to leave the Premises. If this is the case, Flow Studios reserves the right to cancel the session, whether it has started or not, and all fees paid or due by the client will not be refunded.

The consumption of alcohol is also strictly forbidden in the entire recording studio.

The residence is considered a furnished rental and is equipped with equipment, crockery, cutlery, bed linen and pillows. A list of these facilities is available on request.

If necessary, Flow Studios will receive from the Client, upon departure of the Premises, a sum corresponding to the cleaning costs as well as the total replacement cost of objects, equipment or furniture that have been broken, cracked, chipped or otherwise damaged and whose use has exceeded normal use for the duration of the rental period. This includes the cost of cleaning soiled blankets or bed linen and compensation for any damage of any kind to curtains, wallpaper or paint, ceilings, floors, carpets, windows, bed linen etc.

The Client is required to inform Flow Studios within 24 (twenty-four) hours in case of damage to the building and the outbuildings and their furniture.

The Client must allow Flow Studios to access the Premises if necessary.

ARTICLE 5. DESCRIPTION OF THE RESIDENCES

Flow Studios offers two residences:

- A 45 m² residence with a view on the valley, consisting of two bedrooms, a shared bathroom and a laundry room;
- An 80 m² residence with a view on the forest consisting of two bedrooms, a living and writing area, a private kitchen, a shared bathroom and a laundry room.

ARTICLE 6. COMPENSATION FOR DAMAGE TO THE PREMISES AND STAFF

6.1 SECURITY DEPOSIT

Prior to entering the Premises, the Client agrees to pay as a security deposit the sum of 1.000 Euros by cheque or bank transfer to Luke Clark. A receipt will be issued.

The security deposit will be returned to the Client on the day of its departure from the Premises, subject to inventory, or within a maximum of 15 (fifteen) days after its departure, less appropriate amounts to cover damage and/or deterioration caused to the Premises, equipment and objects by the Client as well as loss of keys or objects.

In case of damage and/or deterioration leading to the repair and/or replacement of the equipment, Flow Studios reserves the right to deduct the amount necessary for this action from the deposit initially paid.

6.2 DAMAGE GIVING RIGHT TO COMPENSATION

The Client is responsible for damages caused by all persons to whom it has authorized access to the Premises (musicians, technicians, etc.).

The Client commits to compensate Flow Studios for any damage, loss or expense resulting from:

- The making and use of the recordings;
- The disrespect of the rules concerning the conditions of stay;
- The use of the equipment and premises provided by Flow Studios;
- The use of the Client's personal equipment, in particular his plug-in software.

Furthermore, Flow Studios reserves the right to refuse entry or to require a person to leave the Premises if its behaviour is deemed inappropriate towards the Staff. Responsible and respectful behaviour is expected throughout the session. Failing this, Flow Studios reserves the right to cancel the session, whether it has started or not, and all fees paid or due by the Client will not be refunded.

ARTICLE 7. PRICE

7.1 PRICE OF THE RECORDING SESSION

A full day of recording is 8 hours. A different rate is applied depending on the type of project.

The provision of the studio and, on request, of the residence gives rise to a definitive price estimate accepted in advance by the Client.

The price is fixed based on a detailed account, in quantity and price, of each service and each specific piece of equipment provided to the Client.

7.2 BOOKING FEES

The Client must pay a deposit of 50% of the final amount indicated on the quotation for the Booking to be confirmed.

7.3 ADDITIONAL FEES

The rental of specific equipment requested by the Client from Flow Studios will lead to the payment of additional fees.

If the Client forgets its personal equipment or any other object, additional costs will be charged.

7.4 PRICE MODIFICATION

Flow Studios reserves the right to change its prices at any time without any justification. In any case, the prices defined on the quote previously accepted by the Client will not be modified.

ARTICLE 8. PAYMENT OF THE PRICE

8.1 PAYABILITY

The balance is paid in cash before the end of the recording session.

8.2 PAYMENT METHODS

Payment can be made by bank transfer or by cheque made out to Flow Studios. Specific payment methods can be arranged.

8.3 LATE PAYMENT

In case of late payment, Flow Studios may claim late payment penalties and will be calculated as follows: amount due including VAT x European Central Bank rate plus 10 points x number of days of late payment.

ARTICLE 9. OBLIGATIONS OF FLOW STUDIOS

Flow Studios certifies that the studio and the residence made available to the Client comply with the sanitary and safety standards in force, mentioned below:

- The owner ensures the tenants are "closed" and "covered";

- The devices for restraining people in the Premises and its accesses (window railings, staircases, loggias and balconies) are in a state that conforms to its use;
- The nature and state of conservation and maintenance of the building materials, pipes and coverings of the Premises do not present any obvious risk to the health and physical safety of the tenants;
- The electricity and gas networks and connections and the heating and hot water production equipment comply with safety standards;
- The opening and ventilation devices of the Premises allow for air renewal;
- The main rooms have sufficient natural light and a window opening into the open air or onto a glazed area opening into the open air.

Flow Studios undertakes to make the studio and the residence available on the dates agreed at the time of the Booking.

ARTICLE 10. DEFINITIONS

User(s): means the person(s) present during the recording session and/or benefiting from the accommodation offered by Flow Studios;

Premises: means the studio, the residence and the surrounding grounds;

Staff: refers to all employees of Flow Studios;

Booking: means the request for the rental of the studio and the residence made by the Client to Flow Studios.

ARTICLE 11. NON-PERFORMANCE OF THE CONTRACT

11.1 EXEMPTION FROM LIABILITY AND FORCE MAJEURE

Flow Studios cannot be held responsible in case of non-execution or bad execution of its obligations due to the Client's fault, or to an insurmountable and unforeseeable act of a third party to the contract, or to a case of force majeure.

Apart from these causes of exoneration, the liability under common law depends on the qualification of Flow Studios' obligations as an obligation of result or an obligation of means.

11.2 LIABILITY OF FLOW STUDIOS

Flow Studios is liable in case of material damage caused to the co-contractor because of faults attributable to Flow Studios in the execution of its services.

Flow Studios cannot be held liable for any damage caused to the beneficiary of the service because of the use of the service or of the object of the service that does not comply with the prescriptions of the service provider and the rules of the art.

ARTICLE 12. INTELLECTUAL PROPERTY

Flow Studios remains the owner of the material and immaterial rights on the recordings made in its studios until full payment of the price.

The Client guarantees Flow Studios against any dispute regarding the copyrights and related rights of the recordings.

The appointment of Flow Studios as producer entails the conclusion of a specific contract between the parties.

The Client is allowed to photograph and/or record the sequences of the session in the studio only for personal non-commercial purposes.

ARTICLE 13. BOOKING PROCEDURES

13.1 CONFIRMATION

The contract will only come into force after the Client has accepted the quote, Flow Studios has confirmed the availability, Flow Studios has signed this contract and Flow Studios has received the 50% of the security deposit.

13.2 BOOKING PERIOD OVERRUN

If the Booking period is exceeded for any reason, a standard hourly rate will be applied and any hour started will be due.

Flow Studios reserves the right to ask the Client to leave the Premises if the Booking period is exceeded.

13.3 CANCELLATION

The Booking can be cancelled by the Client by sending an email to the following address: info@flowstudios.fr.

The refund rate is calculated as follows:

Cancellation more than 6 weeks before the start of the provision	100% refundable
--	-----------------

Cancellation between 6 and 4 weeks before the start of the provision	90% refundable
Cancellation between 4 and 2 weeks before the start of the provision	70% refundable
Cancellation between 2 weeks and 1 week before the start of the provision	50% refundable
Cancellation between 1 week and 48 hours before the start of the provision	25% refundable
Cancellation less than 48 hours before the start of the provision	No refund

ARTICLE 14. JURISDICTION – DISPUTE

This Contract is subject to French law.

In the event of a dispute relating to the interpretation or execution of their agreements, the parties shall seek, before any legal action, an amicable agreement and shall communicate to each other for this purpose all necessary information.

In the absence of an amicable agreement, the competent court to hear the dispute shall be the court of the place or registered office of the defendant or the place where the services were provided.