

RBF MUSIC STUDIO RATE CARD.

JOHANNESBURG.



VALID 1 April 2014 TO 31 March 2015.

(PLEASE NOTE: Prices are subject to change and RBF in its sole discretion can announce changes of the published rate card)

PLEASE NOTE: RBF IS PURELY A RECORDING AND BROADCASTING FACILITY! RBF IS NOT A RECORD COMPANY AND DO NOT ACCEPT DEMO'S OR SIGN ARTISTS!

M1Studio: Prices given are PER DAY&rates EXCLUDE VAT.M1 is rented out on a dry hire basis which means that there is no technical staff included. NB: Rates are quoted in South African Rand currency (ZAR)

	<u>24 HOURS</u>	<u>72 HOURS</u>
M1A – without audience This includes the auditorium, stage, house lights, PA system, parking for 5 cars cleaning charges and microphones.	R8 500.00	R21 250.00
M1A – with audience This includes the auditorium, stage, any number of the 280 seats installed, house lights, PA system, parking for 10 cars, cleaning charges and microphones.	R12 500.00	R31 250.00
M1C This includes mixing desk, ProTools, outboard gear, linking with main control for broadcast and cleaning charges.	R2 300.00	R5 175.00
STAGE LIGHTING Operator costs not included	R3 500.00	R7 875.00
HD SCREEN AND PROJECTOR Operator costs not included	R2 000.00	R4 500.00
BAR AND KITCHEN AND TOILET FACILITIES This includes cleaning charges	R5 000.00	R7 500.00
AUDIO/VISUAL AID IN PASSAGE Operator costs not included	R1 200.00	R2 700.00
DRESSING ROOMS	R1 800.00	R4 050.00
ACOUSTIC PIANO Tuning is at client's cost	See Music Library Rate Card	
ORGAN Tuning is at client's cost	See Music Library Rate Card	

General terms and conditions pertaining to the use of RBF M1 Music Studios (Must be read together with RBF's specific Standard Terms and conditions on page 3):

A booking form will be sent out following a formal booking. This must be completed, signed and returned in PDF format to the booking office within 48 hours of receiving it;

Booking confirmation must be within 48 hours by way of production of proof of payment as per invoice or the date will be open for booking by any other client without prejudice;

Should the booking be cancelled with less than 24(twenty four) hours' notice, then the **USER** shall be liable for 50% of the booked time .RBF reserves the right to waive the cancellation fee at its own discretion;

The SABC reserves the right to cancel any and all bookings at short notice. Reasons may be provided when the right is acted upon;

Caterers are expected to clean the area which they used and remove all rubbish including empty beer and wine bottles

Piano and organ tunings must be booked beforehand. Extra musical instruments, orchestra chairs and music stand are also available. Contact Suzette Lombard at (011) 714 2740

All quoted prices do not include sound engineers, lighting engineers, PA system operators or caterers. These have to be sourced and paid for directly by the client.

All rates exclude VAT

*Studio lock-out durations are:

24 Hour Lock-out – 06:00 AM to 06:00 AM

72 Hour Lock-out – 06:00 AM to 06:00 AM (3 **CONSECUTIVE** days).

Method of payment: ALL PAYMENTS ARE ON A CASH UP FRONT BASIS. Money must be transferred into RBF's account:

Account Name: SABC LTD General Deposit Account

Account Number: 4080874120

Bank Name: ABSA

Bank Branch: 632005

Branch Name: Sandton City

Fax a copy of the remittance advice / Bank Deposit slip to +27 11 714 2528.

RBF Terms and Conditions

RBF's STANDARD TERMS AND CONDITIONS:

PARAGRAPH C. STANDARD TERMS AND CONDITIONS:

The **USER** is desirous of using **RADIO BROADCAST FACILITIES' (RBF) EQUIPMENT** and/or **SERVICES** for a specific period.

RBF is willing to make the equipment and or services available to the **USER**, as stated in paragraph A.1 - 4 above, subject however to the following terms and conditions:

1. The **EQUIPMENT/SERVICES** and **PERIOD OF USE** will be as stated in paragraph A.1 - 4 above.
2. It is hereby agreed that if any further time is needed to complete the **RECORDING**, (over and above those mentioned in paragraph A.2 above) the **USER** agrees to make additional payment for the duration of the extended use of the RBF Equipment and Service, which will be charged at **RBF's** ruling rates, within 30 (thirty) days from the date of invoice.
3. The **USER** undertakes to pay **RBF** as specified in paragraph B above. The **USER** hereby acknowledges that interest shall become payable on any outstanding amount, which shall be calculated at the rate equal to the prevalent prime bank rate plus 2% charged by ABSA Bank Limited.
4. The **USER** hereby acknowledges that he alone shall be liable for any costs incurred as a result of the booking of any facilities for the use of any **EQUIPMENT** and/or **SERVICES** where the **USER** is unable to make use thereof on the date and time specified herein. Should the **USER** cancel the booking with less than 2 (two) weeks but more than 24 (twenty four) hours' notice, the **USER** shall be liable for 20% of the tariff for the booked time, as well as the cost of the production assistant. Should the booking be cancelled with less than 24(twenty four) hours' notice, then the **USER** shall be liable for 50% of the booked time, as well as the cost of the production assistant.
5. **RBF** hereby undertakes to make the **EQUIPMENT** and/or **SERVICES** mentioned in paragraph A.1 - 4 above, available to the **USER** for the **PERIOD** specified in paragraph A.2 above. However **RBF** shall under no circumstances be held liable for loss of income, consequential damages or any other additional costs of whatever nature which may arise as a result of any breakdown/defect in the **EQUIPMENT** used and/or **SERVICES** rendered, for any reason whatsoever and the **USER** hereby waives any rights he may have against **RBF** which are not specified herein.
6. **RBF** does not guarantee that the **EQUIPMENT** and/or **SERVICES** will meet the specific needs of the **USER**. It is for the **USER** to satisfy himself thereof.
7. Shall it at any time during the **PERIOD OF USE** of this Agreement be proved that there was any downtime or breakage pertaining to the **EQUIPMENT** or **SERVICES** as arranged by **RBF** in terms of this Agreement, due to the negligence or willfulness on the part of **RBF** or its employees, **RBF** will firstly compensate the **USER** by granting extra time, which will not exceed 6 hours of any one day on which said downtime or breakage occurred. Secondly, if **RBF** cannot comply with the above a pro rata amount not exceeding 40% of the accepted quoted daily cost of the **EQUIPMENT/SERVICES**, will be refundable by **RBF** to the **USER** at the request of the **USER**. Such request from the **USER** must be submitted to **RBF** in writing not later than 10 (ten) days after the incident with written proof that the fault was logged with **RBF** technicians as well as quoting the relevant fault number issued by **RBF** technicians.
8. The **USER** hereby indemnifies **RBF** and its employees against any and all costs and/or damages resulting from claims and or actions from third parties arising from inter alia infringement of copyright, defamation or claims otherwise howsoever arising out of or in respect of the use of the **EQUIPMENT** and/or **SERVICES** specified herein by the **USER** or his employees. The **USER** further indemnifies **RBF** against any and all cost incurred by **RBF** as a result of any damages to any of the **EQUIPMENT/SERVICES** used by the **USER** during the **PERIOD OF USE**.
9. The **USER** hereby waives any right that it may have against **RBF** as a result of any damage to any property of the **USER** or personal injuries resulting from the **USER's** presence on the premises or utilisation of any appliance or equipment.
10. The **USER** hereby undertakes to comply with the terms and conditions contained herein and shall not be entitled to cede any of its rights in terms of this Agreement to third parties.
11. The **USER** undertakes to comply with all SABC/RBF Safety and Security requirements, procedures, standards and policies in force, whilst at the SABC premises.
12. **RBF** is entitled to cede and assign its rights and obligations evidenced by or arising from this agreement to any successor in title or an Affiliate, without notice to or consent of any person. "Affiliate" means in relation to **RBF**, a company which is a successor in title, holding company, a subsidiary or another subsidiary of the holding company. For the purposes of this clause, "holding company" and "subsidiary" shall bear the meanings ascribed thereto in the Companies Act No. 61 of 1973."
13. The parties hereto agree to the jurisdiction of the Magistrate's Court. This Agreement shall further be governed by the Law of South Africa.
14. The **USER** shall ensure that everyone involved during the **PERIOD OF USE** of the **EQUIPMENT/SERVICES** will strictly adhere to the prohibition of smoking, eating and drinking on or over the EQUIPMENT. Any breach to this clause shall entitle RBF to both terminate this agreement with immediate effect and recover from the **USER** any damages to the **EQUIPMENT** as well as cancellation costs (see number 4 above) or charge the **USER** for the cost to service/clean the **EQUIPMENT** and replace damaged parts.
15. The **USER** acknowledges that **RBF** as part of the **SABC** and as a public broadcaster may as part of its mandate be required to undertake certain special projects of national importance and shall in such instances, and on short notice (twenty four hour) suspend the use of the **RBF EQUIPMENT/ SERVICES** by the **USER** for the **PERIOD OF USE** until completion of the special project provided that **RBF** shall as soon as reasonably possible reinstate the use of the **EQUIPMENT / SERVICES** by the **USER** on a re-scheduled period of use to be agreed upon by the parties and at rate specified in paragraph B above.
16. I hereby grant permission to the **SABC** to utilise pictures, short audio and video excerpts and clips of my studio recording sessions using the **SABC's RBF** Equipment and/or facilities on the RBF website and other social media like RBF's Facebook, Twitter and YouTube channels, subject to the following:
 - a. The utilisation of any such material by the **SABC** will not be done in a manner that will harm my public image; and
 - b. I agree that such material may be edited at the discretion of the **SABC**, and
 - c. I further agree that the **SABC** may use my name and/or image and/or voice in connection with the exposure of the **SABC's RBF** facilities in order to facilitate the **SABC's** continued promotion and support of South African artists.

Please tick the box if you **give permission to** clause 16 above.