

JOHANNESBURG.

RADIO BROADCAST RESOURCES (RBR) M1 MUSIC STUDIO RATE CARD.

VALID 1 April 2019 TO 31 March 2020

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

PLEASE NOTE: RBR IS PURELY A RECORDING AND BROADCASTING RESOURCES! **RBR 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.	R10 113.35	R25 283.37
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.	R14 872.57	R37 181.43
M1C This includes mixing desk, ProTools, outboard gear, linking with main control for broadcast and cleaning charges.	R2 763.03	R6 157.25
STAGE LIGHTING Operator costs not included	R4 164.32	R9 376.40
HD SCREEN AND PROJECTOR Operator costs not included	R2 379.61	R5 354.13
BAR AND KITCHEN AND TOILET FACILITIES This includes cleaning charges	R5 949.03	R8 923.54
AUDIO/VISUAL AID IN PASSAGE Operator costs not included	R1 394.40	R3 167.09
DRESSING ROOMS	R2 141.65	R4 818.72
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 RBR M2, M3 AND M5 Music Studios (Must be read together with RBR's specific Standard Terms and conditions on page 2):

- ONLY SOUND ENGINEERS WITH EXPERIENCE ON RBR'S EQUIPMENT WILL BE PERMITTED TO WORK WITH RBR EQUIPMENT. THE SOUND ENGINEER'S COMPETENCE MUST BE PROVEN TO THE SATISFACTION OF RBR.
- AFTER MAKING A BOOKING THE USER MUST MAKE SURE THAT HIS/HER PREFERRED FREELANCE SOUND ENGINEER IS FULLY INFORMED ABOUT MICROPHONE AND OUTBOARD GEARNEEDS. THAT INFO MUST BE COMMUNICATED TO THE RESIDENT SOUND ENGINEER, ABNOR MADITSE AT maditsea@sabc.co.za OR (011) 714-4974. ALSO CONVEY YOUR NEEDS FOR ACCESS (LARGE GROUPS OR EQUIPMENT) AND ARRIVAL TIMES TO ABNOR WHO WILL ORGANISE PERMISSION WITH SABC SECURITY
- IF THE USER EXPERIENCES ANY TECHNICAL DIFFICULTY IN THE STUDIO HE MUST PHONE EXT. 2779 OR 083 413-2779 TO REPORT THE PROBLEM AND HE MUST OBTAIN A FAULTNUMBER FROM THE TECHNICIAN ON DUTY. THIS REFERENCE NUMBER WILL BE IMPORTANT WHEN COMPENSATION FOR DOWN TIME IS CLAIMED.
- WHEN THE USER BRINGS IN ANY PERSONAL STUDIO/RECORDING EQUIPMENT OR LAPTOPS OR CAMERAS (special permission is needed for taking pictures) IT MUST BE DECLARED AT THE SECURITY DESK AND THE USER ISSUED WITH A PERMIT WHICH MUST BE SHOWN WHEN TAKING THE EQUIPMENT OUT AGAIN
- THE USER WILL AT ALL TIMES BE RESPONSIBLE FOR GUESTS. PLEASE MAKE SURE THAT RECEPTION/SECURITY OFFICE HAS DETAILS OF ANY GUESTS YOU MIGHT EXPECT ESPECIALLY AFTER HOURS. MAKE SURE THAT YOUR GUESTS KNOW WHO TO ASK FOR AND WHICH STUDIO YOU ARE WORKING IN
- USER WILL ENSURE THAT ALL PERSONS ASSOCIATED WITH A PRODUCTION WILL STRICTLY ADHERE TO THE PROHIBITION ON SMOKING, EATING AND DRINKING IN THE CONTROL AND MACHINE ROOMS. ANY BREACH TO THIS SHALL ENTITLE RBR TO TERMINATE ANY AGREEMENT IMMEDIATELY.
- PLEASE TAKE NOTE OF THE CANCELLATION FEES APPLICABLE TO RBR: SEE COPY OF ATTACHED "TERMS AND CONDITIONS" ON PAGE 2 BELOW
- PARKING IS AVAILABLE IN THE PAID PARKING AREA OUTSIDE THE RADIOPARK BUILDING AND WILL BE PAID FOR BY THE USER

CONTACT DETAILS:

NATIONAL BOOKING OFFICE: 0861 723 723

GAUTENG ONLY: (011) 714-4278 or (011) 714 2826

Email: info@RBR.sabc.co.za

General terms and conditions pertaining to the use of RBR Music Studios (Must be read together with RBR'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 proof of payment as per invoice or the date will be open for booking by any other client without prejudice;

Piano 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 RBR'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.

RBR Terms and Conditions

RBR's STANDARD TERMS AND CONDITIONS:

PARAGRAPH C. STANDARD TERMS AND CONDITIONS:

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

RBR 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 RBR Equipment and Service, which will be charged at **RBR's** ruling rates, within 30 (thirty) days from the date of invoice.
3. The **USER** undertakes to pay **RBR** 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. **RBR** 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 **RBR** 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 **RBR** which are not specified herein.
6. **RBR** 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 **RBR** in terms of this Agreement, due to the negligence or willfulness on the part of **RBR** or its employees, **RBR** 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 **RBR** 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 **RBR** to the **USER** at the request of the **USER**. Such request from the **USER** must be submitted to **RBR** in writing not later than 10 (ten) days after the incident with written proof that the fault was logged with **RBR's** technicians as well as quoting the relevant fault number issued by **RBR's** technicians.
8. The **USER** hereby indemnifies **RBR** 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 **RBR** against any and all cost incurred by **RBR** 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 **RBR** 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 utilization 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/RBR** Safety and Security requirements, procedures, standards and policies in force, whilst at the **SABC** premises.
12. **RBR** 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 **RBR**, 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 **RBR** 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 **RBR** 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 **RBR EQUIPMENT/SERVICES** by the **USER** for the **PERIOD OF USE** until completion of the special project provided that **RBR** 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 utilize pictures, short audio and video excerpts and clips of my studio recording sessions using the **SABC's RBR** Equipment and/or facilities on the RBR website and other social media like **RBR's** Facebook, Twitter and YouTube channels, subject to the following:
 - a. The utilization 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 RBR** 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.