



TERMS & CONDITIONS

INTRODUCTION

These Terms and Conditions (the “Terms”) apply to use of the website www.jampadspace.com (the “Site”) and for the provision of Services from us (“JPS”, “JPS Studios”, JPS Promotion Studios”, JPS “MultiMedia Studios” “we”, “us”, “our”) via the Site.

We offer creative studios for use for music rehearsal, music recording, podcast recording, photography and Live Broadcast / Live streaming.

These terms set out how to book a studio with JPS Promotion Studios and use our services, and describe any associated rights and responsibilities.

Any instructions, guidance and similar information found on other parts of the Site also apply to how you use the Site and Services and form part of these Terms, including but not limited to Schedules A (relating to Extra Fees and Charges), B (Minors & Recording), C (relating to Recordings at JPS Promotion Studios) and D (the House Rules).

Please read these Terms including all the Schedules before making a booking and purchasing any Services offered by us. By purchasing Services from us, you are confirming that you have read these Terms and agree to be bound by them. These Terms form a legal agreement between you and JPS Promotion Studios.

1. ABOUT THE SITE, THE TERMS, THE SERVICES

These Terms contain some capitalised words which have been given specific meanings. Some of these defined Terms are listed below:

“Consumer” means you are an individual and you are buying Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“JPS” “JPS Studios” means a studio operated by JamPadSpace MultiMedia Promotion Studios Ltd;

“Order” means an order made for a Reservation via the Site;

“Reservation” means the reservation by you of JPS Studios;

“Services” means JPS Promotion Studio hire;

“User Content” means any content provided by you which is uploaded; posted or otherwise provided to the Site or contributed or recorded in the JPS Promotion Studios.

2. RESTRICTIONS AND OBLIGATIONS

You agree to comply with all applicable laws and regulations, and all rules applicable to the use of the Site and the Services.

You agree not to:

impersonate any other person or entity;

falsely describe or otherwise misrepresent yourself (including your age and personal circumstances);

falsely describe your affiliation with another person or entity;

You acknowledge, agree and undertake:

that you are responsible for the safety and behaviour of all individuals who accompany you to the premises of JPS Promotion Studios as part of a Reservation and you shall not permit unknown members of the public to access the premises, including the JPS Promotion Studios you have booked as part of a Reservation;

Smoking or Vaping is not allowed within JPS Promotion Studios. There is an external smoking and vaping area outside in the car park. Please respect our neighbours and keep noise to a minimum;

you and all individuals who accompany you to the premises of JPS Promotion Studios shall follow all our rules/guidance in respect of COVID-19 (C19) and shall not attend JPS Promotion Studios if you or they are displaying any COVID-19 symptoms and you shall inform JPS Promotion Studios immediately if you or they display any symptoms in the 14 days following the use of JPS Promotion Studios;

re: C19 and any future restrictions; you and all individuals who accompany you to the premises of JPS Promotion Studios shall follow all Government guidance / laws applicable at the time of your Reservation and only attend JPS Promotion Studios in numbers lower than any limit for numbers of people meeting together indoors as set out in the Government guidance / laws applicable at the time of your Reservation;

not to damage any equipment or other property made available at or by JPS Promotion Studios, and that you shall compensate JPS Promotion Studios for any such damage without limitation of cost.

This includes, but is not limited to, equipment in communal corridors, spare cupboards, kitchens, toilets or in external communal areas such as car parks, and car park entry/exit gate systems.

not to tamper, damage or cover up any CCTV equipment in JPS Promotion Studios and you shall compensate JPS Promotion Studios for any such damage without limitation of cost. This includes and is not limited to CCTV equipment in communal corridors, communal areas or in external communal areas such as car parks and studio entrances;

not to tamper, damage or cover up any fire alarms or fire safety equipment in JPS Promotion Studios, and to compensate JPS Promotion Studios for any such damage. This includes and is not limited to fire alarms and fire safety equipment in communal corridors, communal areas, kitchens or toilets;

to clear all of your own equipment, any rubbish or other materials brought by you or your guests into a JPS Promotion Studios in bins provided before leaving JPS Promotion Studio premises, to strictly refrain from smoking or vaping in the studio premises, and to reimburse us for reasonable cleaning costs which arise from your use of the premises;

to ensure that you and all such persons in attendance with you are aware of all applicable fire evacuation procedures and all fire and other safety rules available on the site and provided on the premises by JPS Promotion Studios;

to vacate the premises of JPS Promotion Studios by the end of the time allotted to you as part of a Reservation, failing which we may charge you for any additional time at the standard rates prevailing from time to time;

to immediately report to us any damaged or missing equipment found by you or your guests on the premises of the studio either through the Site, by email, live chat or by telephone, failing which, you may be charged for such loss or damage;

that you are responsible for any equipment you bring onto JPS Promotion Studios, that you do so and/or use that equipment at your own risk, and that we shall not have any responsibility for damage, theft or loss of your equipment;

on bringing into a JPS Promotion Studios any equipment, you agree that it is compliant with all safety standards and does not pose a risk to the operation and welfare of the equipment, lighting, power or other amenities provided by JPS Promotion Studios, as part of your Reservation;

not to bring or consume any dangerous or unlawful equipment, substances or materials into the Studio premises which includes but are not limited to illegal drugs, nitrous oxide, knives, guns or weapons of any kind or smoke machines;

to adhere to all vehicle parking regulations and notices displayed, whether provided by the local authority or JPS Promotion Studios and that you use any vehicle parking facilities at your own risk and any property (including cars, bikes, motorcycles) is left there entirely at your own risk and JPS Promotion Studios cannot be held responsible for any damage, theft of or theft from, any vehicles including cars, vans, motorcycles, pedal bicycles, scooters or any similar mode of transport;

to pay us the specific extra fees and charges detailed in Schedule A where applicable;

to inspect the Studio before your Reservation starts and notify us of any damage within the first 10 minutes of your session otherwise you accept the JPS Promotion Studio 'as is';

if we are not contacted within the first 10 minutes of your session, credit, booking or alternative compensation will not be offered to notify us of any damage which is incurred during your Reservation within 1 hour of the end of your Reservation;

not to breach any of the terms contained at Schedules B, C and D.

under 18s are not permitted onsite without a Parent or Guardian present.

You agree to be Video & Audio recorded for Promotional Purposes, whilst at JPS Studios.

The Terms contain an indemnity (an obligation to compensate us) at clause 11 which requires you to compensate us for any loss, damage, liability, expenses and costs (including reasonable legal fees) which we or any third party incur as a result of your breaching the terms of this clause 2 and these Terms generally.

3. RESERVATIONS

You may only make a Reservation:

if you are 18 or over;

if it is lawful for you to do so.

To make a Reservation, we may require you to provide us with identification or other documentation in order to help us prevent fraud or money laundering taking place. This may include photographic identification and recent proof of address. We may also undertake our own identity, fraud and credit checks including with the assistance of third party providers.

We may make alterations to these Terms or to the Site from time to time. If you are not happy with any alteration, you must stop using the Services and Site. If you keep using the Services, this will indicate your acceptance of these Terms as altered. We may notify key changes to you but you should review these Terms from time to time to ensure you are aware of any changes.

Users must be 18 or over to initiate booking transactions on our platform. Under 16s must be accompanied by an adult when using the studios.

The details of the JPS Promotion Studios will be clearly shown on the Site. We reserve the right to modify amend, terminate or otherwise our offered options and plans at any time at our sole discretion.

Reservations can be made via the site, email & phone only. It is your sole responsibility to ensure you have booked the Studio and submitted payment correctly.

Payments can be made online through the Site by credit or debit card, PayPal, Apple Pay & Klarna. Payments can only be made by the named cardholder or with permission from the named cardholder.

As the booker of the reservation you are responsible for all members of the band whilst at the studio and you must make them aware of their responsibilities under these terms. You are responsible for payment of any fines by any of persons you are responsible for.

When you place an Order the Site will indicate an amount which you authorise us to charge to your debit or credit card. You further authorise us to take payment of this pre-authorized amount or part thereof to reimburse us in respect of any loss, damage, liability, expenses or costs incurred as a result of your breaching clause 2.

Payments can be made for a Reservation with a credit from cancelled Reservations, or marketing campaigns. Credit from cancelled Reservations expires 6 weeks from the date of the original Reservation booking.

4. PAYMENT

Our acceptance of your Reservation will take place when you have paid and have received confirmation of your Order by email. You shall pay the full fee as indicated on making a Reservation.

By making a reservation to use JPS Promotion Studios you are agreeing to all our terms and conditions including all our policies as described on this website.

Please note we may reject a Reservation if we are unable to process it, which could be due to an error on the Site or technical problems, in which case we will inform you, and not charge you and will refund you if your payment has already been made.

5. CANCELLING YOUR RESERVATION, REFUNDS, LATE CANCELLATIONS

See our Refunds Policy

In the event we reschedule or cancel your Reservation, we will contact you by email or telephone to inform you. We will offer you alternative JPS Promotion Studio time, or a refund of the Reservation fee, except in the event a reservation is cancelled due to a breach of these Terms and Conditions or a breach of the House Rules detailed below in Schedule D.

6. COMMUNICATIONS

The Site provides means by which you can communicate with us. We will communicate with you at the email address you have provided or through other means of communication provided by the Site such as live chat. Notices that are applicable to all our customers shall be made available on the Site publicly. You will be deemed to have received a notice at the time the email is sent or the time the notice is posted on the Site. We will be deemed to have received a notice when we issue a confirmation to you. All emails (or other messages) we send are intended for the addressee only.

You accept that we have control over any User Content as we do moderate it. However, if you alert us to User Content that is unlawful, we shall remove it from the Site.

You agree that we may process and store any User Content you submit to the Site.

You will not make available, post or transmit to the Site or record in JPS Studios, any statement, material or other content, in any way, that:

is unlawful or may give rise to civil or criminal liability; infringes any copyright or other intellectual property right of any third party;

infringes any third party's rights of privacy or rights of publicity;

includes any computer virus or other malicious software;
is abusive, pornographic, defamatory, discriminatory or obscene;

harasses any other person (including JPS Promotion Studios and their staff);

interferes with another user's use and enjoyment of the Site;

impersonates any moderator, administrator or any staff or any other person connected with JPS Promotion Studios;

contains the confidential information of any other person;

solicits passwords or personal information;

contains video, photographs, or images of any other person without his or her permission (or in the case of a minor, the minor's legal guardian);

exploits any other person;

we consider inappropriate; or

encourages or provokes any other person to do any of the acts listed above.

7. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with any content provided by us as a part of the Services shall be owned by us.

We and/or our licensors own all Intellectual Property Rights in and to the Site and the Services. Except as expressly stated herein, we do not grant you any Intellectual Property Rights in respect of the Site or the Services. You hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to, use, distribute, modify, copy, reproduce, and publicly perform the User Content. You can end this licence anytime by contacting us via email.

All Video recordings along with its accompanying Audio and Photographs are deemed copyright of JamPadSpace Promotion Studios Ltd. We reserve the right to use any of this material for Promotional Purposes of JPS Promotion Studios and for the Promotion of the Bands / Artists who use JPS Promotion Studios. All Audio Tracks recorded at JPS Promotion Studios are deemed copyright of the Band and/or songwriter.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER⁸.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products; and for defective products under the Consumer Protection Act 1987.

We are not liable for business losses. If you are a consumer we only supply the Services for domestic and private use. If you use the Services for any commercial, business purpose we will have no liability to you for any loss of profit, loss of data, loss of business, business interruption, or loss of business opportunity.

9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

This clause applies where you are using our Services or Site as a business, not as a Consumer.

We provide services on an “as is” and “as available” basis and we are liable only to provide our Services with reasonable skill and care.

We give no other warranty in connection with the Site and Services and we disclaim all liability for:

the accuracy, currency or validity of information and material contained within;

any changes in applicable law or regulation, or the acts of any legislator or regulator in any part of the world;

any interruptions to or error of the Site or any part of JPS Studios or other communications network;

the infringement by any other person of any copyright or other Intellectual Property Rights of any third party through any use of the Site or Services;

the availability, quality, content or nature of external sites;

any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by any other person accessing, using or downloading the Site or Services; and

all representations, warranties, conditions and other Terms and conditions which, but for this notice, would have an effect.

We will not be liable in any amount for failure to perform any obligation under these Terms if that failure is caused by the occurrence of an event beyond our reasonable control.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all of those terms and conditions are hereby excluded to the maximum extent permitted by law.

To the maximum extent permitted by law, we exclude liability (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any indirect, special, punitive or consequential loss whether or not that loss arises out of something of which we have been made aware.

To the maximum extent permitted by law, our aggregate liability in respect of any claims made in connection with or arising out of the use of the Site and/or Services (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for direct losses will be limited to the amount paid by you to us under these Terms in the 12 months immediately prior to the date upon which the cause of action arose.

10. OUR POLICY ON LOST ITEMS FOR ALL CUSTOMERS

JPS Promotion Studios will not have the capacity to check CCTV for a lost item or any similar purposes. JPS Promotion Studios shall not be held responsible for any items left behind.

In the event that an item is not found, you will receive communication regarding the situation. However, please note that JPS Promotion Studios will not be able to take further action beyond notification.

If you do not agree with these terms, JPS Promotion Studios will not be able to provide further assistance.

11. INDEMNITY

You and all individuals who accompany you to the premises of a JPS Promotion Studios hereby agree to indemnify, defend and hold us and our officers, directors, owners, employees, contractors, agents, information providers, affiliates, licensors and licensees, (collectively, the “Indemnified Parties”) harmless from and against any and all damage,

loss, liability, expenses and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claim arising out of:

any fraud or fraudulent misrepresentation you commit;

any inaccuracy or defect in any of the information you have provided to us;

any breach by you of applicable law or regulation;

any breach by you of these Terms; and

third party claims arising from your use of the Service, User Content or any use of the Site (whether or not such use was by you) and any of your Reservations.

You and all individuals who accompany you to the premises of JPS Promotion Studios shall cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

Persons using the JamPadSpace Promotion Studios carpark and overflow carpark do so at their own risk. JPS Promotion Studios will not accept any liability for any accidents, damage, theft or loss incurred.

12. BREACH, SUSPENSION AND TERMINATION

Without limiting any other rights we have, we may suspend or terminate these Terms and the Services immediately if you breach any of these Terms.

If we have grounds to suspect that you are using the Services fraudulently or improperly, we will suspend your Account until you are able to demonstrate to our satisfaction:

your identity; and

that no fraud or impropriety has occurred or been attempted.

We will try to give you reasonable notice of any anticipated termination of the Services.

We may cancel, amend, suspend a Reservation or delete your Account at any time for any reason.

13. DATA

We will use the personal information you provide to us:

to supply the Services to you;

to process your payment for the Services;

if you agreed to this during the order process, to give you information about similar Services that we provide, but you may stop receiving this at any time by contacting us;

otherwise in accordance with our privacy policy contained on the Site.

14. CASHBACK

Cashback is only available to those bands who SUBSCRIBE to our TIME ZONE GIG packages and this means that any online income that is earned by the JamPadSpace Youtube channel or OTHER Social Media Platforms is collected and paid back to those Bands on that Package.

The split of income is 60/40 in favour of the band.

SUBSCRIPTIONS are on a 3 month Rolling Basis. If you re book JPS Promotion Studios, then the Cashback continues, along with any further Cashback earned!

If you don't book our Studio again, then that Promotion stops one month after your last Studio booking with JPS Promotion Studios. Cancellation needs to be in writing with 30 days notice.

Your Final Cashback payment, if you cancel your Subscription, will be paid in Full as a final payment, one month your Promotion period has stopped.

Cashback will only be paid on a 3 month Rolling basis. This 6 month period starts on the day of the first booking and cannot be interrupted. It must be for a continuous period of 3 months and that period must not be broken.

Please note that any Cashback will not be paid until the JamPadSpace Youtube Channel has been monetised. This will be notified on the JPS Promotion Studios website. The Promotional offer of a reduced Subscription acknowledges the support that the first 20 Bands who subscribe will receive a 40% reduction off the regular subscription rate to reflect that the JamPadSpace YouTube channel needs to grow to 1,000 subscribers and have 4,000 watch hours before the channel can be monetised. Once this occurs Bands will be given a months notice that the Launch offer will be ceasing and reverting back to the regular Subscription price. Cashback will be earned from when the monetisation commences and will be payable at the end of the following minimum 3 month subscription period.

15. SUBSCRIPTIONS

These subscriptions are on an individual basis and are Rolling for 6 months, of which they are automatically renewed again. 30 days written notice is required for cancellation. One month is payable in advance. Standing Order pre payment is preferred and must be paid 7 days prior to the booked session commencing. No Refunds are available but dates can be rearranged. See our Cancellation / Refund Policy

16. GAMING

A Sony PlayStation 5 Digital 3TB Games console is supplied along with 4 controllers, 4 Qwerty Keyboards and 4 Gaming Headsets. A Sony Playstation WebCam is also available for video calls. The most popular Games are preloaded and interactions with your Fans can be undertaken, in order to improve your connection with those fans, in order to increase your Fan Base.

GENERAL

Some features and Services may be subject to additional terms. We will draw these terms to your attention before you use those features or services. Those additional terms will be incorporated into these Terms when you indicate your agreement to those additional terms.

If there is ever a conflict between these Terms or other instructions, guidance and similar information found on the Site, these Terms will take priority.

These Terms, together with the Privacy Policy and any instructions, guidance and similar information found on the Site, constitute the entire agreement between you and JPS Studios relating to your use of the Site and Services, to the exclusion of any other terms.

Our failure to enforce any term does not constitute our waiver of that term.

For the purposes of these Terms, “Force Majeure Event” means any event beyond our reasonable control including without limitation strikes, lockouts, or other industrial disputes, failure of a utility service or transportation network, an act of God, war, riot, civil commotion, malicious damage, epidemic, pandemic, disease, and contagion, including, without limitation the global COVID-19 pandemic, compliance with any law or governmental order, rule, regulation or direction, including governmental visa status and including any business opening and operating restrictions, lock downs or quarantines, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

We shall not be liable hereunder as a result of any delay or failure to perform our obligations as a result of a Force Majeure Event. If the Force Majeure Event prevents us from providing any of the Services hereunder for more than four (4) weeks, we shall, without limiting our other rights or remedies, have the right to terminate the Services or our agreement with you by written notice.

If any part of these Terms is found to be unenforceable, it will be amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect.

The Site is intended for and directed at the United Kingdom. No representation or warranty is made as to whether the Site complies with the laws of any other country.

These Terms are subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

JPS Promotion Studios will be entitled to assign and otherwise transfer the agreement covered by these Terms by giving you reasonable notice, which may include notice given via the Site.

All questions, comments or enquiries should be directed to us and we will try to respond within 48 hours.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a Consumer and you are not happy with how we have handled any complaint in respect of the Services, you may want to consider an alternative dispute resolution provider. In addition, please note that if you are a Consumer, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

SCHEDULE A - EXTRA FEES AND CHARGES

These extra fees and charges are applicable and enforceable in any case where there has been a breach of clause 2 and are without financial limitation of the fee or charge imposed.

These extra fees and charges are payable without prejudice to the indemnity in clause 11 or our ability to claim for damages generally.

Extra fees and charges will run concurrently until a total amount has been ascertained. JPS Promotion Studios reserve the right to charge the full fee cost without discount, unless expressly agreed otherwise in writing.

Discounts arising from extra fees or charges are given without prejudice of the breach and the indemnity in clause 11.

Multiple breaches of points 1 & 2 and its sub clauses can and will be apportioned to the Account and the Reservation related to the breaches.

Extra fees and charges include but are not limited to the following:

£100 for vaping anywhere inside the JPS Promotion Studio or Site, excluding external smoking areas

£100 for smoking anywhere inside a JPS Promotion Studio or Site, excluding external smoking areas;

A minimum £500 fee is incurred for activation of the fire alarm through smoking, vaping or use of smoke machines. Fire alarm activation can result in a fine being levied on JPS Promotion Studios by the local

authorities, the amounts vary but are frequently in the region of several thousand pounds. Where JPS Promotion Studios is fined for a fire alarm activation caused by your actions, you will be held liable by JPS Promotion Studios for payment of the full value of the local authority fine and any associated court or hearing costs on top of the minimum fee.

Up to £100 or part thereof, for excessive mess in the JPS Promotion Studio or communal area arising from the Reservation and/or allotted time;

Up to £500 or part thereof, for the use or consumption of any illegal/prohibited substances (all drug Classes and nitrous oxide) or any residues left in the JPS Promotion Studio from the use or consumption of any illegal/prohibited substances (all drug Classes and nitrous oxide) within the Reservation and/or allotted time, including the use or consumption of any illegal/prohibited substances (all drug Classes and nitrous oxide) within the wider JPS Promotion Studio premises such as car parks;

£200 for breaching the capacity restrictions set out in the Terms, including for conducting any form of party or gathering. This will be levied per extra person per hour - so 5 persons over capacity for one hour = 5 x £200 = £1,000;

A minimum of £500 or part thereof, for damage to equipment when being used against its normal operation causing a malfunction, with no upper limit. This is in addition to the Full cost of repairs or replacement will be levied against the responsible party, as some equipment and parts present, can cost thousands of pounds to repair/replace.

A minimum of £500 for tampering with, damaging or covering up CCTV equipment as set out in clause 2. Full cost of repairs or replacement will be levied against the responsible party in the case of damage, on top of the fine amount;

A minimum of £500 for tampering with, damaging or covering up fire alarms or fire safety equipment as set out in clause 2;

£500 for the improper use of Fire Exits or Fire Doors, and any alarms triggered as a result;

£200 per incidence of a studio door being propped, wedged or held open while music is being played inside the studio.

A minimum of £500 for entrance / exit doors being propped, wedged or held open. JPS Promotion studios will hold you responsible for any loss or damages caused by unauthorised persons entering the building through a door you rendered insecure.

Cost of replacement or repair of equipment should the equipment be wilfully damaged when being used against its means, or is forced against any reasonable operation for the purpose it is intended for or it has been damaged by spillages of any fluids such as from beverages.

Any such instances will incur a further £500 levy on top of damages to cover cost of investigation, and a minimum £1,000 daily levy if a room needs to be taken out of operation while items are repaired or replaced. This covers the cost of damage, either internal or external, to the studio or the site as a whole, including the structure, fixtures and fittings and has no cash limit.

A minimum of £500 for a mobile guard or police officer to be called out to any site due to a customer refusing to vacate the premises. If the guard needs to stay on site for several hours to deal with issues caused by the customer, the full cost of the callout will be levied on top of the £500 fine.

If a customer and any of the individuals who accompany them to the premises of a JPS Promotion Studio, stays in the studio for more than 5 minutes longer than the time they have booked and paid for, they may be charged the full hourly rate. This continues for every additional hour they remain in the studio.

Any person found committing an act of theft WILL BE reported to the Police. No cashback monies will be paid whatsoever. The item will need to be returned. All Agreements with the band will be permanently terminated and any further association with JPS Studios will cease.

Any person found committing an act of WILFUL damage to any JPS property WILL BE reported to the Police. No cashback monies will be paid whatsoever. The item will need to be replaced. All Agreements with the band will be permanently terminated and any further association with JPS Studios will cease.

Any acts of misbehaviour or threats to staff or any use of demeaning or inappropriate language towards JPS Studios staff will not be tolerated and will be reported to the Police. No cashback monies will be paid whatsoever. All Agreements with the band will be permanently terminated and any further association with JPS Studios will cease.

Customers will automatically be charged for any additional unauthorised guests that attend their booking beyond those that they have already made advance arrangements for guest attendance at the time the booking was made.

Charges for unpaid guests may be issued any time after the booking. If you fail to make a payment for these additional guests and administration charges, then your account may be suspended until payment is made.
Unauthorised Guest Fee: £100 per guest.

Each user will be issued with three different sizes of in ear tips free of charge. If users fail to bring these to subsequent sessions then a fee of £10 will be made for a replacement pair of “in ear” tips if they still wish to use IEM's.

SCHEDULE B - MINORS AND RECORDING

Note we do not allow anyone under the age of 18 to access our JPS Studios except where they are accompanied by their parent or legal guardian. If you make a Reservation with the intention of having minors in attendance at the studio (minors=persons classed as under the age of 18 years old) you hereby accept and affirm that:

you adhere to all clauses in clause 2 of the Terms;

You are a Parent or Legal Guardian or you have a valid Disclosure and Barring Service (DBS) check;

you are over 18 years of age.

If the minor is under 18 that you have completed a Safeguarding & Child Protection Impact Assessment and a Risk Assessment.

you will ensure all minors are supervised at all times during the Reservation and are greeted by you or your validated assistants at the point of entry before the Reservation commences;

that participants classed as minors are escorted to toilets when required and are supervised on return to the JPS Promotion Studio

that participants classed as minors are not permitted to wander the building, car park or any other room alone or in groups containing other minors and are only reunited with a parent, legal guardian at the end of the Reservation at an agreed pick up point on the premise;

you will explain the emergency evacuation procedures and amenities to all participants and guests prior to the commencement of the Reservation;

you will carry physically or digitally a copy of all emergency contacts for the participants involved if they are minors;

you will not produce or shoot any media such as photographs and videos of any participants unless written permission is given by a Parent or Legal Guardian;

you will surrender, on-demand, any documentation relating to this Schedule for JPS Promotion Studios to confirm its validity and that you are executing your obligations in accordance with these Terms;

you hereby accept and affirm that failure to produce these documents on demand may result in your account being suspended.

SCHEDULE C - LIVE STREAMING AND RECORDING

Where using live streaming or recording functions with JPS Promotion Studios you and any of the individuals who accompany them to the premises of a JPS Promotion Studio, hereby undertake and agree to the following terms.

All content streamed or recorded shall be original to JPS Promotion Studios, you shall have the authorisation to share it only on JPS Promotion Studios social media channels. Links to your band socials are allowed.

You shall not share content that may reveal private personal information about individuals without permission. This includes but is not limited to:

sharing personally identifiable information (such as real name, location, or ID).

broadcasting content obtained from streaming or recording in a manner that invades another's privacy without permission.

Or sexually suggestive content or any sexual activities.

Hateful conduct is any content or activity that promotes, encourages, or facilitates discrimination, denigration, objectification, harassment, or violence based on race, ethnicity, origin, religion, sex, gender, gender identity, sexual orientation, age, disability, medical condition or physical characteristics and is strictly prohibited.

Any hateful conduct is considered a zero-tolerance violation and all JPS Studios Accounts associated with such conduct, will be indefinitely suspended.

Content including or depicting suicide threats, intentional physical trauma, use of illegal drugs, Nudity and drinking excessively is prohibited. Any breach of this rule, may result in a permanent suspension of your JPS Account.

The live stream cameras must not be moved in any fashion. However, JPS Studio staff are in attendance and can move cameras if required.

If any live streaming or recording equipment is not working correctly (other than as a result of your breach of these Terms), then we shall provide you with a credit for the cost of your Reservation, but we shall not be liable to refund you for the cost of the use of the JPS Promotion Studio.

We reserve the right to delete your recordings (for example, if you have requested an Account deletion under GDPR legislation) but will not do so without giving reasonable notice of the deletion date. Please refer to the Privacy Policy for details on how we process your personal data.

Please be aware that we may occasionally listen to recordings in order to check for technical issues and improve our recording service.

Following the cancellation or expiry of your Account, you shall be entitled to access your security camera recordings in your Account for a period of 1 month following the date of such cancellation or expiry. Following such 1 month period, we shall be entitled to delete your recordings.

JPS Promotion Studios reserve the right to terminate any LIVE STEAM if it deems the LIVE STREAM to not be of the required standard, or is classed as offensive, as deemed by JPS Promotion Studios.

SCHEDULE D - STUDIO RULES

JPS MultiMedia Studios want all their guests to enjoy the experience and the facilities of the Studio in a safe environment. Therefore please follow the Studio Rules...

When using our Studios you hereby accept and affirm that you and any of the individuals who accompany them to the premises of JPS Studios, will abide by the Studio Rules as indicated below as well as any other clauses within these Terms.

You also agree when confirming a booking, that you agree to all the Terms & Conditions and Policies of JamPadSpace Promotion Studios as outlined on this website.

You take full responsibility for the room, its contents and the people you allow in during your booking.

You, as lead booker take full responsibility for the actions and behaviour of any and all guests you bring on site whilst at JPS Studios. You will be held liable for any fines they may incur due to their conduct.

Keep doors closed and respect other musicians in the studios.

Tidy up at the end of your session; place all litter in the bins provided.

Your behaviour, and the behaviour of your guests, must not have a negative impact or the potential to have a negative impact, on our neighbours or the experience of other customers. You must be respectful of the environment you're in. Rudeness or disrespect to either on our on-site and online staff will not be tolerated.

Guests of the band, are not allowed unless by prior appointment with the Studio Staff.

The Studio is a Non Smoking Zone which also includes Vapes. Any breaking of this rule, by you or your guests, will result in fees set out in our Terms & Conditions schedule A.

No Controlled Drugs or Alcohol are allowed on the Premises

Any medicated drugs brought to the JPS Studios must be notified to JPS Staff.

Please be respectful to our neighbours and leave the premises quietly

When on the Studio premises you are being Audio & Video Recorded by CCTV at All times.

Anyone under 18 will need permission from a Parent or Guardian to attend the Studio and also a Parent or Guardian in attendance actually at the Studio during the booked session if a person is under 16.

Hot and Cold Drinks and some snacks are available in the Studio free of charge but these can only be consumed in the Kitchen area of the landing.

You must keep all liquids away from the equipment. Please report any Spillages.

No food or drinks can be brought or ordered, into the premises without first gaining permission from JPS Staff.

Be Responsible whilst at the Studio by showing respect to all the staff and by leaving the studio and toilets in the same condition as found.

There is a Zero Tolerance Policy of any Abusive or Threatening Behaviour to towards any member of the Studio Staff.

Report *any* issues to a member of Staff ASAP.

The Small Landing area immediately in front of the toilets, can be used as a changing area.

Any equipment that malfunctions must be reported to a member of Staff straight away. We carry spares to get you going again.

Any Breakages of equipment must be reported to a member of Staff straight away.

All equipment is supplied. Just Turn up and Plug In and Play!

All Mic's and Mic Stands are supplied and must be used.

Please leave all equipment switched on.

Upon arrival, each musician is allocated their own workstation consisting of their chosen instrument, Guitar Effects pedals, Microphone, Vocal Effects pedal, Headphones & IEM's, Laptop, iPhone and iPad.

There are 6 Workstations for a maximum 6 Musicians. Each Workstation is allocated a colour being:

RED for Lead & Rhythm 1st Guitar, GREEN for Lead & Rhythm 2nd Guitar, BLUE for Bass Guitar, YELLOW for Drums, WHITE for Keyboards and PURPLE for Vocalists.

There is an additional Workstation (Black) for a supplied Electro Acoustic Guitar & Steel Guitar.

Additionally, there is an Electronic Percussion Station supplied.

Studio Guitar's are available for use. The Guitar's are Stratocaster, Telecaster, Les Paul, SG, Semi Acoustic, Steel Guitar, Midi Guitar, Precision & Jazz Bass and an Electro Acoustic Guitar. There is also a selection of Right & Left Handed guitars and Half size guitars too.

Guitarist's can bring their own Guitar's if they so wish.

Guitar Pedal Boards are supplied and must be used by all Guitarist's.

You can Adjust and Alter your Workstation but can't Add, Remove or Reposition any item from your Workstation.

All Keyboard & Piano equipment are supplied and must be used.

The Drum Kit is supplied and must be used.

Drummers will be provided with Drumsticks. Drummers can use their own NEW Drumsticks if they so wish

The Studio has been created for Guitar Based Bands and therefore we cannot accommodate any Woodwind, Strings, Brass, or Percussion instruments at this time.

All Guest mobile phones to be placed in AIRPLANE mode or switched off and left in the green room on charge.

A Personal Wireless microphone is provided to all Musicians. These are to be worn at all times throughout the session. If using the toilets they can be switched off by the user.

Personal IEM's will be provided. Each user will be issued with three different sizes of in ear tips free of charge. If users fail to bring these to subsequent sessions then a fee of £10 will be made for replacement in ear tips if they still wish to use IEM's as per Schedule A of our Terms and Conditions.

All users must adhere to the JPS Headphone Policy.

Camera brackets for the headstock of guitars are available for the "Guitar Neck Shot" but please note that these brackets can damage the soft wood of your guitar/s and if you choose to still use these brackets on your own guitars, then by accepting these terms and conditions you are taking that risk on your volition and JPS studios will not be held responsible for damage caused by these brackets to your own guitars.

Studio guitars are available to use with these brackets as an alternative to using your own guitars.

When live or Not...users must not use foul language of any kind whilst Broadcasting, as this will only work against the channel for when obtaining a wider viewing audience on Social Media Channels.

When Broadcasting LIVE, please do not wear any clothing that has a Logo displayed or is clearly visible.

No animals / dogs are allowed on the premises except for assistance dogs and this must be notified to the Studio in advance.

First Aid kit is in the kitchen area. Any injuries must be reported to a member of Staff straight away.

Fire evacuation point / muster point is outside on Banastre Road in front of Karwowski Motors. Do not re enter property without permission of JPS staff. If the Fire / smoke alarm sounds leave the building immediately and leave all property behind.

In the event of an emergency...phone 999 on the iPhone provided and inform the studio manager immediately.

Please Finish on time. You can finish earlier but not later. This will be strictly enforced. If you arrive late for your session, your session will not be extended.

Please arrive at the Studio for your booking no earlier than 10 minutes prior to the time booked.