



Recording Studio Design contract.

Page | 1 This contract between Julius Newell Acoustic Engineering Lda and _____

Is for the design and design support of the construction of _____

At the address _____

Date ____/____/____

1 Scope of the design project.

Definition of recording studio.

A recording studio under this design contract shall comprise of the following aspects.

- 1.1 Acoustic isolation shell. This includes a floated isolated mass layer which will entirely contain the acoustic control shell
- 1.2 Acoustic Control shell. A secondary floated isolated layer inside the isolation shell which controls the acoustic properties of the studio, this includes all doors, windows, acoustic control mechanisms and final decorative surfaces.
- 1.4 HVAC – Heating, Ventilation and Air Conditioning systems. Specification and layout.
- 1.5 Electrical systems. All associated electrical cabling right back to the primary supply point of the customer’s property. Specification layout and architecture.
- 1.6 Data and utility cabling. This includes computer networks, Video networks, Digital audio networks and general data control systems.
- 1.7 Audio cabling and equipment installation infrastructure.
- 1.8 Hard furnishings such as equipment racks, work surfaces and major mobile furnishings.
- 1.9 Peripheral third-party structures and facilities that will directly impact upon the operational performance of the recording studio.
- 1.10 Access ways and service integration to the rest of the building.

In order to control the strict properties and high quality of our result we insist on total control of all of these aspects of the engineering and design process.

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2 Design Concept.

2.1 Any studio designed and built by Newell Acoustic Engineering must be designed and built in strict conformity with the concepts and methods of Newell Acoustic Engineering.

2.2 Newell Acoustic Engineering build recording studios, performance spaces, listening rooms, editing suites and film dubbing stages that conform to very specific acoustical properties. How we build these spaces and how these spaces are designed is based on over three decades of careful research and development carried out in controlled real-world circumstances and also in full scale university test facilities. It is essential that all these aspects of the design are respected at all times and are not interfered with in any way by either the customer or any third-party representative of the customer.

2.3 Designs are based on dual acoustic listening spaces where the loudspeaker systems are driven into non-environment space and the user is located in a semi reflective space. Performance spaces are based on customer design brief, built to Newell Acoustic Engineering specification and agreed visual appearance.

2.4 In all circumstances without fail, or discussion, the customer agrees as a condition of this contract that Newell Acoustic Engineering has final authorisation on all final cosmetic finishes. Most cosmetic finishes are there specifically for their acoustic properties and the general professional user experience of the end user, while we welcome input from the customer or the customer's representative on the final appearance there will be no deviation from our strict design concepts. Interference from outside "designers or architects" will invalidate this contract.

2.5 The design is intended to be built under full control of Newell Acoustic Engineering. In order to deliver the quality of result that we are known for we insist that all designs are built under our full control, that includes, at minimum, a full on-site project management team and usually that the designs are built by our own teams. Designs are not sold on the basis of self-build, we cannot control the quality of the end result or the effect the end result will have upon our reputation as a world-class studio design company.

2.6 In the event of any dispute of how the studio is progressing, how the studio looks, or methods of construction the say of any representative of Newell Acoustic Engineering is final. The client agrees in taking out this contract to delegate all final say relating to the studio construction, design, and concept to Newell Acoustic Engineering.

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3 Materials and methods.

- 3.1 In order to control the quality of the end result Newell Acoustic Engineering require that specific materials and methods be used in the construction of our recording / mixing spaces. There must be no deviation from the specified materials or methods of using those materials.
- 3.2 All materials must be as specified by Newell Acoustic Engineering design team; no unauthorised changes may be made to the materials specification.
- 3.3 Where specified, materials must be sourced from our recommended suppliers.
- 3.4 No worker, customer's representative, or third party, may interfere with, or change the specified construction methods.
- 3.5 All construction must be carried out using the specified tooling, no worker, customer's represented or third party may change the specified tooling without authorisation.
- 3.6 Where given, all instructions of how to construct the studio must be followed precisely.
- 3.7 Third party subcontractors must work under our subcontractor contract and comply with the terms at all times.

4 Intellectual Property.

- 4.1 All designs, instructions, guides, and details, physical or in digital format, remain, at all times the copyright intellectual property of Julius Newell Acoustic Engineering Lda. They are considered confidential trading information, uncontrolled exposure of which can lead to substantial losses for Newell Acoustic Engineering.
- 4.2 What is sold to the customer is a designed, working professional recording studio or acoustic space which is of technical complexity and unique design, the result of years of investment in research and development. All construction details, methods, plans and instructions to create that space remain at all times the copyright intellectual property and confidential trading information of Julius Newell Acoustic Engineering Lda, ownership of which is non-transferable. Plans issued as a part of this process are not deemed to be sold to the customer.
- 4.3 All workings-out, studies, measurements, and notes carried out during the design and construction of the recording studio or acoustic space are property of Newell Acoustic Engineering.

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- 4.4 All working drawings and plans are confidential, issued only to those involved in the design and construction process, and for archiving for company records of the customer. The plans may never be published or re-sold, to do so is breach of copyright.
- 4.5 All electronic versions of the plans are copyright not for distribution beyond necessary parties sufficient to enable the project to be built.
- 4.6 Any publication or unauthorised transfer of confidential trading information of Julius Newell Acoustic Engineering Lda will result in a claim for damages.
- 4.7 The customer, and all representatives of the customer are bound by this contract to maintain the confidentiality of the designs, methods and processes involved in building the acoustic technical spaces to which this contract applies.
- 4.8 No plans may be passed to any party that is not in agreement to be bound by these conditions.
- 4.9 This section(4) of this contract will remain in force for perpetuity.
- 4.10 Photography, filming and “blogging” of the project is permitted so long as it is all done with the consent of Newell Acoustic Engineering, is factual, does not impact negatively on any party, and does not publish confidential business documentation.

5 Duration of contract.

- 5.1 This contract will be valid from the date of first payment until such time outlined below
 - 5.1.1 Until the project is deemed to be substantially complete (see section 7)
 - 5.1.2 Until the customer fails to meet any payment dates.
 - 5.1.3 If the customer breaches any terms of the contract.
 - 5.1.4 In the case of any form of Force Majeure, such as death, severe illness, destruction of site, bankruptcy, business ceasing trading or major event of nature.
 - 5.1.5 Agreed termination.
 - 5.1.6 Activation of the time-out clause stated below.
- 5.2 All contractual obligations under the agreed payment terms will be deemed to have been met should the contract reach the time-out deadline of _____ months from the date of first payment. No further mechanism shall hold any party to this contract liable for any further obligation under the terms of this or any associated contracts.

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6 Liability for performance or delivery.

Newell Acoustic Engineering is a world-renowned constructor and designer of leading edge, high class, technical acoustic spaces, Members of our team are highly recognised by worldwide technical bodies and bound by membership contracts to behave in a professional, responsible, and competent manner at all times. Our reputation is for delivering world leading technical facilities for professional media creation, we have facilities certified by recognised entities as being of technical excellence.

- 6.1 Newell Acoustic Engineering undertakes to deliver all plans, information, and communications in a reasonable timescale where delivery will be performed at a time reasonably expected under the current workload, conditions, and constraints.
- 6.2 No excessively specific or unreasonable timescales shall be put on any delivery of information that is unrealistic in terms of amount of work required in the timescale or excessively short deadlines.
- 6.3 All communication shall be done on a basis that information supplied is adequate to achieve the required result. Newell Acoustic Engineering shall not engage in endless discussions of the same nature, nor constant ongoing requests for information already supplied.
- 6.4 Newell acoustic engineering shall undertake all necessary communication to resolve any planning or construction issues arising from the work of Newell Acoustic Engineering.
- 6.5 Newell acoustic Engineering shall supply all necessary information to satisfy all reasonable regulatory requirements of the part of the project we are involved in.
- 6.6 Newell Acoustic Engineering shall make all reasonable effort to attend all reasonable meetings required to deliver the project and satisfy all regulatory needs within the number of meetings limited within the scope of this contract.
- 6.7 Attendance shall not be expected in cases of illness, accident, or serious personal circumstances. As the attendance will be expected to be from the designer it is only reasonable to expect that if the designer is unable to attend in serious circumstances that attendance will not be expected.
- 6.8 As the nature of acoustic spaces, acoustic systems, and acoustic measurements are impossible to represent as a simple figure, number, or value, there will be no expectation that any aspect of the design should meet any particular specified number. It is impossible with modern technology to predict any acoustic result, all results are ambiguous, and measurement systems more so. Therefore, all our systems perform to our own expected results, or general ball-park

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figures. These results can be seen on any of our existing projects around the world if any verification is required.

- 6.9 We warrant our work to be free from any serious defects, either in performance or construction.
- 6.10 All our work shall be guaranteed to be of sufficient standard to be “fit for purpose”, most of our work is recognised to be of excellent performance in the circumstances.
- 6.11 We shall not be responsible in any way for the failure of any third-party supplier of services.
- 6.12 We shall not be responsible for any party’s lack of ability to understand or interpret any part of our design and instruction.
- 6.13 As an international operation, all primary documentation and communication shall be in internationally recognised English, where we supply dual language, or local language versions the English language versions shall take precedence in any case. Where local language documentation is needed for local regulatory reasons the customer must supply exact local translations.
- 6.14 Newell acoustic engineering shall provide documentation in whatever format is standard for the internal operations of Newell Acoustic Engineering. It will be the responsibility of the customer to get any format translated to any other format required by other parties. We shall not be responsible for any failure of anybody to interpret or understand documentation in whatever format we supply.
- 6.15 We do not supply 3D models, walkthroughs, visualisations, photorealistic renderings or other VR formats.
- 6.16 We do not supply acoustic models or other pointless performance predictions done on computer simulating platforms, it is our experience that they are of no technical value, more often than not, wrong, and very misleading. While we own acoustic modelling software, we find no use for it in our customer design process.
- 6.17 Unless specifically contracted to do so, under tight confidentiality and security clauses we do not provide step-by-step detailed drawings of how to build a studio. All drawings are general acoustic plans adequate for a team of builders led by us to build a studio to the correct specification, and adequate for regulatory requirements of the local authority.
- 6.17 All materials lists are based on approximate quantities. Variation in material consistency, and installation methods can lead to minor variations in required quantities, there should always be a 5% materials budget buffer for minor variations in materials. In many cases it is normal in construction for wastage to be within 15% to 20% of used materials, in our case wastage is often far lower.

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6.18 Predicted schedules are entirely dependent on there being no variation from the original design, no interference with the work site, no delivery delays, and use of 100% of our own team. Where local team members are supplied, materials are inconsistent, or changes to the original design are made then any proposed schedule is invalidated, in this case any schedule will be for rough guidance purposes only.

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7 Completion

Works will be deemed to be substantially complete when the product is able to function within expected performance as determined by a representative of Newell Acoustic Engineering. There must be no serious omissions or flaw in the design or delivery of that design. Omissions or flaws by third party contractors are not reason for not declaring the project complete.

The project may still be deemed complete if the above is met even if a third party cannot, for their own reason, deliver a fully working product as specified. Incompetence or negligence on the part of a third party is no responsibility of the designer.

Minor resolvable “cosmetic” or functioning issues are not adequate to refuse to declare substantial completion.

Where no further input on the part of the electro-acoustic design team is required the project is complete.

If the customer runs out of money to deliver the design as specified, the designers work shall be deemed complete.

A completion certificate must be signed by all parties when any of the above conditions are met.

I agree to the terms of this supply of design and consultancy document

Julius Newell Acoustic Engineering (Unipessoal) Lda

Customer _____

Date ____/____/____

Place _____

Contract valid only from the moment of transfer of the first payment.

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NEWELL

ACOUSTIC ENGINEERING



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