

Service Terms and Conditions

Please carefully read **ALL** of these terms and conditions.

Application and Entire Agreement:

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Sine-Post Audio Ltd a company registered in England and Wales under number 10057215 whose registered office is at The Old Church School, Frome, Somerset, BA11 1HR (**we or us**) to the person buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. You can only purchase the Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation:

5. **Customer** means an individual, a business or an appointed agent acting on behalf of a business;
6. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
7. **Order** means the Customer's order for the Services from the Supplier;
8. **Services** means the services advertised on the Website, including the number and description set out in the Order;
9. **Project** means the end product as determined by the chosen service, for example a completed mix or master of a song;
10. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
11. **Website** means our website <http://sine-post.co.uk/> on which the Services are advertised.

Services:

12. The description of the Services is as set out in the Website or other form of advertisement. Any description is for illustrative purposes only.

13. All Services which appear on the Website are subject to availability.
14. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
15. The services provided by us are tailored to your requirements, and it is your responsibility to ensure that any information or specification you provide is accurate.

Your Obligations:

16. You must co-operate with us in all matters relating to the Services, provide us with all information and relevant materials required to perform the Services, and obtain any necessary licences and consents (unless otherwise agreed).
17. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
18. When supplying us with any relevant audio and/or other files that are required to complete the services, you must acknowledge that:
 - a. You are the copyright owner of said files **OR** have sought and received approval from the copyright owner in order to use said files for the purposes of the project.
 - b. Prior to submission, all files for a given project must be:
 - i. Supplied together in a single transfer; and
 - ii. Appropriately named; and
 - iii. Exported so that when imported into a session the audio data appears in the correct position.
19. Failure to comply with clause 18 may cause delays in the provision of services, which could affect completion deadlines, incur additional fees or result in the termination of the contract.
20. You are responsible for the fidelity of any audio files that you supply to us and acknowledge that:
 - a. The recording and/or export quality of the files will have a direct effect on the overall quality of the finished product and that we will not be held liable if the finished product is negatively impacted due to said files being of poor quality.
 - b. If the files that you supply contain unwanted errors and/or artefacts, we make no guarantee that they will not be present in the finished project.
 - c. If the files that you supply contain or cause unwanted phase issues, we make no guarantee that they will not be present in the finished project.

Personal Information:

21. We retain and use all information strictly under the Privacy Policy.
22. We may contact you by using e-mail, other electronic communication methods, or pre-paid post and you expressly agree to this.

Basis of Sale:

23. The description of the Services in our website does not constitute a contractual offer to sell the Services. When a proposal for a contract has been submitted to us, we can reject it for any reason, although we will try to tell you the reason without delay.
24. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, before performance begins of any of the Services.
25. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
26. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

Fees:

27. The fees for the Services are set out in the quotation and are on a time and materials basis.
28. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Amendment:

29. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
30. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Circumstances Beyond a Party's Control:

31. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Aftercare Service:

32. In the event that you are unsatisfied with the results of our Mixing and/or Mastering services, we will provide free of charge aftercare service based on the following criteria:
 - a. You must provide us with a list of up to 10 reasonable changes to the mix or 5 reasonable changes to the master that you believe will help elevate the quality of the final project to the standard that you desire.
 - b. Examples of "reasonable" changes could include increasing the level of the main vocals in the mix, reducing the amount of reverb in the mix or increasing the low frequency presence of the mix. All changes must be approved by us before any further work commences.
 - c. The suggested changes for a mix must not take more than two hours in duration to implement, and the suggested changes for a master must not take more than one hour to implement.
33. If the number of required changes exceeds the stated allowance, or if the duration of time required to implement the changes exceeds the stated allowance, additional fees will be charged based on our standard hourly rate.

Cancellation:

34. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).
35. Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days of your acceptance of the contract:
 - a. The cancellation period will expire 14 days from the day the Contract was entered into.
 - b. To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by email). You can use the attached model cancellation form, but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.

- c. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- d. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

36. Your right to cancel within the 14 day cancellation period will be revoked if:

- a. you have made an express request for the commencement of the service; and
- b. we have completed work on and delivered the finished project to you in digital (non-tangible) format within said cancellation period.

Payment for Services Commenced During the Cancellation Period:

37. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

Payment:

38. We will invoice you for payment of the Fees either:

- a. when we have completed the Services; or
- b. on the invoice dates set out in the quotation.

39. You must pay the Fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

40. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

41. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

42. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

43. All payments must be made in GBP (Great British Pounds) unless otherwise agreed in writing between us.

44. Customers based in the United Kingdom are required to pay using direct bank transfer (BACS).
45. Customers based outside of the United Kingdom are required to pay via Paypal and will be invoiced accordingly.

Termination:

46. We can terminate the provision of the Services immediately if you:
 - a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to pay any amount due under the Contract on the due date for payment; or
 - c. are, become or are (in our reasonable opinion) about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
47. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.
48. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
49. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
 - a. any indirect, special or consequential loss, damage, costs, or expenses or;
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

- e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
50. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
51. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Communications:

52. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
53. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
54. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No Waiver:

55. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance:

56. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Governing Law, Jurisdiction and Complaints:

57. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

58. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.

Model Cancellation Form:

To:
Sine-Post Audio Ltd
The Old Church School
Frome
Somerset
BA11 1HR

Email address: guy@sine-post.co.uk
Telephone number: 07779 588 286

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods:

Ordered on /received on (date): _____

Name of customer(s): _____

Address of customer(s): _____

Signature of customer(s) (only if this form is notified on paper): _____

Date: _____

These terms and conditions were last updated on 24/05/18.