



downbeat
mastering

Downbeat Mastering

Terms and Conditions of Service

1. Agreement

1.1 This Agreement applies to each individual booking or project entered into between JML SOUND LIMITED, trading as Downbeat Mastering ("the Company"), and the Client.

1.2 Booking

A booking is deemed accepted when the Client requests services through the Company's website, email, or any other communication method accepted by the Company, and the Company confirms the booking. The Client must provide the final audio files and any information reasonably required before work commences.

1.3 Scheduling

The Company will communicate the scheduled session date or estimated turnaround before work begins. Either party may reschedule with reasonable notice.

1.4 Completion of Work

The Company will use reasonable endeavours to complete services within the estimated timeframe.

1.5 Revisions

Up to four (4) revisions are included where reasonably required. Additional revisions may incur further charges. The Company reserves the right to determine when a project has reached a reasonable completion.

1.6 Payment

Where pre-payment is required, cleared funds must be received before work commences.

2. Services

2.1 Standard of Work

The Company shall carry out the work with reasonable care and skill using suitable professional equipment and competent engineers.

2.2 Client Approval of Mixes

The Client acknowledges that any issues identified after mastering that originate from the submitted mix may require the submission of revised mixes and may be treated as a new booking or incur additional charges at the Company's discretion.

2.3 Commercial Performance

The Company accepts no responsibility for the commercial success or failure of any project.

2.4 Physical Media

The Company is not responsible for lacquer processing, plating, pressing, packaging or defects introduced by third-party manufacturers.

2.5 Test Cuts

Test cuts are recommended before short-run production. Proceeding without one is at the Client's risk.

3. Fees & Payments

3. Mastering Fees and Payments

3.1 Payment

Unless otherwise agreed, all service fees are payable in advance.

3.2 New Clients

The Company reserves the right to require full payment in advance from new Clients.

3.3 International Clients

The Company reserves the right to require full payment in advance from Clients located outside the country in which the Company is registered, unless otherwise agreed in writing.

3.4 Transaction Fees

The Client is responsible for applicable bank and payment processing fees.

3.5 Discounts

Any discount offered by the Company is entirely at its discretion and does not create an entitlement to discounted pricing for future services.

3.6 Refunds and Service Credits

If a Client prepays and fails to provide audio files or otherwise communicate within three (3) months, payment becomes non-refundable. The full amount remains as a credit for twenty-four (24) months, after which any unused credit expires.

3.7 Abandoned Projects

If a project remains inactive for twelve (12) months due to the Client failing to respond or provide required materials, the Company may archive the project and remove it from active production. Any remaining credit shall continue to be governed by Clause 3.6.

4. Files, Deliverables and Backups

4.1 The Company may retain backup copies of project files as a courtesy but does not guarantee the long-term storage or availability of archived files. Clients remain responsible for maintaining their own backups.

4.2 Archived files may be re-delivered where available and may incur retrieval or upload fees.

5. Indemnity

5.1 Client Indemnity

The Client agrees to indemnify and hold harmless JML SOUND LIMITED, trading as Downbeat Mastering ("the Company"), against any injury, loss, damage, liability, cost and/or expense suffered or incurred by the Company arising directly or indirectly from:

5.1.1 Cancellation of a Booking

The Client's cancellation of a booking, including (without limitation) any reasonable costs or expenses incurred by the Company in connection with that booking.

5.1.2 Use of Recordings

The making, use, distribution, publication or commercial exploitation of any recordings, masters, dubplates or other materials produced by or on behalf of the Company.

5.1.3 Breach of Agreement

Any breach by the Client of these Terms and Conditions, including any warranty, obligation or agreement contained within this Agreement.

5.1.4 Client-Supplied Material

Any claim, loss, liability or expense arising from audio files, artwork, metadata, instructions or any other materials supplied by the Client.

5.1.5 Third-Party Claims

Any claim made against the Company by a third party arising from the Client's project, instructions, supplied materials or use of the completed work.

6. Content and Recordings

6.1 Client Warranty

The Client warrants that all material supplied to the Company:

6.1.1 Does not infringe any copyright, trademark or other intellectual property rights.

6.1.2 Is not illegal, defamatory, obscene, scandalous or otherwise unlawful.

6.2 Indemnity

The Client agrees to indemnify and hold harmless the Company against any liability, loss, damage, cost or expense arising from any breach of Clause 6.1, including reasonable legal costs and expenses incurred by the Company in defending or resolving any claim.

7. Studio Breakdown

In the event of a Studio Breakdown, the Company shall, at its option, either replace (as soon as can reasonably be arranged) the Studio facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such Studio Breakdown, or credit or refund to the Client the Booking

Fee and shall have no liability or obligation to the Client beyond these remedies.

8. Company's Liability

8.1 Limitation of Liability

If the Client suffers any loss or damage arising directly from the Company's negligence, breach of contract or breach of statutory duty, then, except in cases involving death or personal injury (or where liability cannot lawfully be excluded), the Company's total liability shall not exceed the total amount paid by the Client for the relevant Booking or Services provided under this Agreement. Nothing in this Agreement shall limit or exclude the Company's liability where such liability cannot lawfully be limited or excluded.

8.2 Excluded Losses

Notwithstanding any other provision of this Agreement, the Company shall not be liable to the Client, or to the Client's employees, contractors, agents or representatives, for any:

8.2.1 Indirect or consequential loss or damage.

8.2.2 Economic loss, including (without limitation):

Loss of profits;

Loss of revenue;

Loss of goodwill;

Loss of anticipated savings;

Loss of business opportunity; or

Any other financial or commercial loss arising from any fault in the Studio or from any act or omission of the Company, its employees, contractors or agents in connection with this Agreement.

8.2.3 Any loss, damage, defect, delay or expense arising from third-party manufacturing, lacquer processing, plating, vinyl pressing, duplication, packaging, shipping, distribution or any other services performed by third parties after the mastered files, production masters or lacquers have been delivered by the Company.

8.3 Exclusion of Other Liability

Except as expressly provided in this Agreement, and to the fullest extent permitted by law, the Company's liability under this Agreement shall be in place of all other liability to the Client, whether arising in contract, tort (including negligence), under statute or otherwise.

To the fullest extent permitted by law, all other conditions, warranties, representations, stipulations or other statements concerning this Agreement, whether express or implied by statute, common law or otherwise, are excluded.

8.4 Client Acknowledgement

The Client acknowledges and agrees that the limitations of liability contained in this Agreement are fair and reasonable. In determining those limitations, both the Client and the Company have had regard to:

8.4.1 The nature and value of the Booking and the Services provided.

8.4.2 The fees charged for those Services.

8.4.3 The terms of this Agreement.

8.4.4 The level of expenses reasonably expected to be incurred by the Client.

8.4.5 The resources available to each party, including the availability of appropriate insurance, to meet any potential liability.

The Client acknowledges that these limitations of liability form an essential basis upon which the Company agrees to provide its Services under this Agreement.

9. Force Majeure

9.1 Force Majeure

Notwithstanding any other provision of this Agreement, the Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under this Agreement where such delay or failure is caused by a Force Majeure event. Upon notifying the Client of the occurrence of a Force Majeure event, the Company shall be entitled to a reasonable extension of time to perform its obligations under this Agreement.

For the purposes of this Agreement, "Force Majeure" includes, but is not limited to:

9.1.1 Acts of God, explosions, floods, storms, fires or accidents.

9.1.2 War, the threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition.

9.1.3 Acts, restrictions, regulations, by-laws, prohibitions or measures imposed by any governmental, parliamentary or local authority.

9.1.4 Import or export restrictions or embargoes.

9.1.5 Strikes, lockouts, industrial action or trade disputes, whether involving the Company's employees or those of a third party.

9.1.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery.

9.1.7 Power outages, internet or telecommunications failures, or breakdown of machinery, equipment or studio facilities.

10. Miscellaneous

10.1 Agency

The Client shall procure that neither the Client nor any of the Client's Personnel shall hold itself out as an agent of, or pledge the credit of, the Company.

10.2 Entire Agreement

This Agreement constitutes the entire agreement between the Company and the Client and supersedes all prior discussions, negotiations, representations and agreements relating to the Services.

Neither party shall be bound by any statement or representation not expressly contained in this Agreement.

10.3 Amendments

No variation or amendment to this Agreement shall be effective unless it is made in writing and signed by both parties.

10.4 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent necessary, be severed from this Agreement and the remaining provisions shall continue in full force and effect.

10.5 Notices

All notices required under this Agreement shall be in writing and shall be deemed to have been properly served if:

10.5.1 Delivered by hand;

10.5.2 Sent by email, provided that proof of transmission can be produced; or

10.5.3 Sent by recorded delivery post to the address provided by the relevant party.

A notice shall be deemed received on the date of delivery or transmission or, if sent by recorded delivery post, within two (2) working days of posting.

11. Acceptance of Terms

11.1 Acceptance

By submitting a booking through the Company's website, by email, or by any other booking method accepted by the Company, or by paying an invoice issued by the Company, the Client acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.

Downbeat Mastering
JML SOUND LIMITED
Est. 2010