

Tim Pennells - Mastering Terms and Conditions

This Service allows you ("the Client") to purchase mastering services by Tim Pennells ("we", "our", "the Engineer"), and obtain downloads of the mastered music ("Tracks") from either our e-mail, Dropbox or www.timpenells.co.uk ("the Website").

Understanding and Responsibility:

The Client is responsible for reading and understanding the entire terms and conditions and refund policies herein.

By making payment at the Website, the client states they have read and agreed to our Terms & Conditions and Refund Policy.

The Engineer may at any time, without notice to you and in its sole discretion, amend this policy from time to time and the changes are not prorated. Please review this policy each time a master is booked

Payments:

Payment must be made in full before any work on your material.

Payment for a master may only be made through the forms provided on The Website.

Uploading Material

The Engineer and the Website provides instructions on how to properly prepare and send files for Mastering. The Client is responsible for following these directions before uploading any material. When using our services the Client is responsible for the following:

1. Correct preparation of any material sent for mastering.
2. Ensuring all audio files needed for the service ordered are included.
3. Ensuring the material has been prepared and sent correctly.

4. Ensuring all notes and requests are included in detailed documentation.
5. Ensuring all spelling for the song name, artist name and other credits is correct.
6. Ensuring contact information is provided and spelled correctly.
7. Ensuring and ISRC data is included (if available).
8. Copyrights for any uploaded material.
9. Ownership and rights of all uploaded material.

The Client assumes all responsibility for Tracks that are mastered incorrectly as a result of failure by the Client to provide the correct and necessary information. Additional fees may be charged for changes made by the Engineer in this case.

Turnaround Time:

The Engineer agrees to complete and send the first version of all Tracks within 2 weeks of completed payment. Failure to do this within 2 weeks of completed payment entitles The Client to a refund of 50% of the amount paid for the service.

All orders are rendered on a first come first serve basis. This does not affect the 2 week guarantee.

The Engineer reserves the right to remove the mastering service from The Website at any time.

Revisions:

Once the first mastered version of all Tracks has been received by the Client, they may request any number of revisions to the Tracks. The Client agrees to provide any revisions required, by email, in a timely manner.

The Engineer agrees to carry out any revisions pertaining to the mastering process, including (but not limited to), adjusting tonal quality, fade times, pause lengths, CD Text. This does not include replacement files in the case of a new arrangement or mix. The Engineer, at his discretion, may charge a fee for replacement files. The Client agrees to pay any further charges made before revised Tracks will be made available.

The Engineer agrees to complete all revisions in a timely manner.

Approval:

The Client agrees that once final approval is given to the Engineer, no further changes will be made to the Tracks.

Assets Provided

The first master will be provided by the Engineer as a single audio file in .wav format, containing all Tracks as they would be heard on a CD. The Engineer will also provide, where applicable, a .pdf file containing the CD text for approval. The files will be sent to the Client via email, Dropbox, or the Website.

Upon approval, the Engineer will provide to the Client:

1. All individual Tracks as .wav files, at the original sample rate and bit depth
2. All individual Tracks as 44.1kHz, 16bit .wav files
3. A DDP image for CD distribution

Storage:

The Engineer agrees to retain a backup of all files provided by the Client, and all DAW projects related to the mastering of the Tracks, for no less than 1 year, after which the files may be archived or deleted at the discretion of the Engineer.

Refund Policy:

The services provided by the Engineer are non-refundable. Completion of the mastering booking form and payment on The Website constitutes acceptance by the Client that the completion of the services provided by the Engineer has been approved, and cannot be rescinded or refunded.

If, for any reason, the Engineer is unable to provide the services paid for by the Client, he reserves the right to fully refund the Client, after which no completed files will be sent to the Client.