

These terms and conditions and any Order Form defining important commercial terms, under which Liam Iliffe & Luke Brown t/a The Soundery (“The Soundery” / “we” / “us”) agrees to provide to you certain audio services, create a binding contract between The Soundery and the contracting party set out in the Order Form (“you”).

These terms and conditions will apply to any trading arrangement between you and The Soundery where The Soundery provides you with audio services, and shall not be varied unless agreed in writing and signed by The Soundery.

1. AGREEMENT

- 1.1. We shall provide to you the audio services, materials and other works (“**Works**”) as described in the Order Form and each part thereof, by the applicable Delivery Date and/or Completion Dates described in the Order Form on and subject to these terms and conditions.
- 1.2. We will provide the Works to you on an independent contractor basis and we will not be your employee, nor shall these terms and conditions or any Order Form give rise to any agency or partnership.
- 1.3. **Third Party Materials and Costs.** We shall set out in the Order Form any third party products (including software), technology, items or materials (“**Third Party Materials**”) required for ordinary use of the Works, contained in the Works or otherwise used to perform the Works. Where the Works require external costs to be incurred, including (without limitation) to hire musicians, vocalists and/or voice-over artists (“**Third Party Costs**”) then these Third Party Costs shall be paid by you. We shall use reasonable efforts to provide evidence verifying such Third Party Costs.
- 1.4. **Delivery and Approvals.** We shall deliver the Works to you and you will assess the Works and notify us within seven (7) working days if they comply with the agreed parameters you made known to us in writing prior to our starting the Works and are accepted. If you want to reject the Works, you must do so in writing to us together with reasonable explanation of the reasons for the rejection. Provided your explanation is sufficiently detailed and is well-founded (such as for a material deviation from agreed parameters set out in the Order Form), we will exercise reasonable endeavours to correct and redeliver the Works to you. Should you fail to notify us of your acceptance or rejection of the delivered Works within the agreed timescale, the delivered Works will be deemed accepted. Where you have rejected the Works then the Third Party Costs incurred by us in respect of the Works will remain due and payable by you.
- 1.5. Once you have approved (or deemed approved) a delivered Work in accordance with paragraph 1.4

above, you will not be able to later withdraw such approval without our written consent.

- 1.6. **Variations to the Scope of Works.** Additional services in relation to the Works, including without limitation changes, variations and/or amendments to the scope of Works that you wish for us to provide, may be agreed between us and you provided that neither party shall be bound to provide such additional services unless such variations to the Order Form have been agreed in writing and signed by or on behalf of each of the parties. Prior to any such agreement the parties shall carry on their respective obligations as if no change had been proposed.

2. PAYMENT.

- 2.1. Upon your acceptance of the Works in accordance with paragraph 1.4 of these terms and conditions we shall be entitled to send an invoice to you for the agreed fees as described in the Order Form (“**Fees**”). Invoicing for further payments such as licence fees and/or revenue sharing arrangements, if applicable, shall be as described in the Order Form.
- 2.2. Upon receipt of our invoice you shall make payment of the appropriate amount within thirty (30) days from the date of the invoice.
- 2.3. If you fail to make payment of our invoice by the applicable due date, then, without limiting any other remedies available to us under these terms and conditions you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

3. RIGHTS IN THE WORKS

- 3.1. For the purposes of these terms and conditions “**Intellectual Property Rights**” means all patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights and any other intellectual property rights, in each case whether registered or

unregistered and including all applications (or 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) in the Works.

- 3.2. Please note that we do not assign the Intellectual Property Rights in the Works to you. In consideration of the payment of the applicable Fees, we grant you an exclusive right and licence to use the Works for the Licensed Term. The licence is granted subject to paragraph 3.3 below.
- 3.3. We are the owner of Intellectual Property Rights in pre-existing materials owned and used by us including without limitation any and all materials, proprietary software, audio development tools, sound libraries, musical compositions and technology owned or licensed to us that predate the signature of any Order Form or are of general applicability in sound design or the production of audio materials, and any modification, adaption or improvement therein ("**Pre-Existing Tools and Materials**"). We do not assign ownership of Intellectual Property Rights in the Pre-Existing Tools and Materials to you.
- 3.4. Where any Pre-Existing Tools and Materials are used in the Works, and in consideration of the payment of the Fees, we grant to you a non-exclusive right and licence to use the Pre-Existing Tools and Materials in and as part of the Works and for your exploitation of the Works only.
- 3.5. Where we use any Third Party Materials in our performance of the Works, or any Third Party Material is contained in the Works, we shall use reasonable efforts to secure at your cost all licences required to feature such Third Party Materials within the Works.
- 3.6. You agree that you grant to us a non-exclusive, royalty-free right and licence to use reasonable parts of the Works in connection with demonstrating our portfolio of work. This includes the ability to feature the Works as well as your name or company logo on our website and social media channels.

4. CONFIDENTIAL INFORMATION

- 4.1. The terms of any non-disclosure agreement between you and us (if any) shall be deemed incorporated into these terms and conditions by this reference, and both parties agree that they will keep all information that they may receive or have received relating to the other party or its clients (such as that relating to products, marketing, business history, financial arrangements, designs, ideas, concepts, rights and future plans) confidential and will not disclose it or any part of it to any third party without the other party's written permission and will use such information only for the performance of its obligations under these terms and conditions and not for its own benefit or the benefit of any third party.
- 4.2. Any such information that either party does receive, whether on paper, computer, disk, tape or other device must be returned to the other, or destroyed by it (at the other party's option) on completion of the

Works and at any time on demand and both parties must not retain any copies of such information.

5. QUALITY AND PERFORMANCE

- 5.1. You agree, warrant and undertake that you are entitled to enter into these terms and conditions and any Order Form, and that you will comply with and otherwise carry out your obligations under them.
- 5.2. In the event of any failure or delay in our performance of the Works hereunder caused by you, the due dates for such performance (and all subsequent dates) shall be extended by such period as is reasonably necessary to reflect the cause of such failure, and we shall be entitled to be reimbursed for our reasonable out of pocket costs and expenses associated therewith. For clarity, any failure or delay by you to notify us in accordance with paragraph 1.5 shall be a material breach of these terms and conditions.
- 5.3. Excluding any materials supplied by you and any Third Party Materials, we agree, warrant and undertake that the Works:
 - 5.3.1. will be of a satisfactory standard of quality and fit for any purpose disclosed to you;
 - 5.3.2. are and will be free from defamatory, racist, inflammatory, obscene and other inappropriate, unlawful or legally restricted material and, if the Works contain software, will be free from any Easter eggs, hidden content, material errors, bugs and defects;
 - 5.3.3. will be our own original work and not copied from any other work; and
 - 5.3.4. will not infringe any third party rights and that we are and will be entitled to license to you all Intellectual Property Rights in the Works as set out in these terms and conditions.
- 5.4. You agree to hold harmless and indemnify us, our officers, directors, employees and agents from and against all claims, fees, costs, liabilities, proceedings, losses, damages and expenses arising out of any breach of these terms and conditions by you or any misuse of any materials supplied by us.
- 5.5. Our liability to you under these terms and conditions, in tort (including negligence), breach of contract, breach of statutory duty or otherwise, shall, in respect of any claim not exceed the Fees paid to us at the date of such breach.

6. TERMINATION

- 6.1. Each agreed Order Form shall create a separate binding contract between you and us, terminable forthwith:
 - 6.1.1. by either party if the other commits any material breach of these terms and conditions (including, without limitation, failure by you to pay any invoice on time) and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same or if the other

party goes or threatens to go into administration or suffers any other event of insolvency or otherwise ceases trading.

- 6.1.2. for any reason at either party's discretion on giving the other seven (7) days' prior written notice, provided that where you terminate these terms and conditions in accordance with this paragraph 6.1.2 you: (a) will pay us for all Works completed to that date; and (b) you will remain liable to us for future payments as may be due to us in accordance with any applicable Order Form or these terms and conditions (such as for licence fees and/or revenue sharing arrangements, if applicable).

6.2. Termination or expiry of any Order Form shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiry.

6.3. You shall not, during the performance and completion of the Works and for a period of twelve (12) months thereafter, solicit our staff, clients or customers of or entice them to transfer their business. Whilst the parties consider this restriction to be reasonable the parties agree that if a court of competent jurisdiction considers that any restriction is invalid but would have been valid if either the period or its scope thereof were reduced then such restriction shall continue to apply but with such restriction or restrictions necessary to enable its validity.

7. GENERAL

7.1. We shall have the right to assign, license or sub-contract our rights, duties and obligations under these terms and conditions and any Order Form, but doing so shall not release us from our duties and obligations to you under these terms and conditions or any Order Form. You may not assign, license, sub-contract or otherwise part with any of your rights, duties or obligations under these terms and conditions without our prior written consent.

7.2. No waiver (whether express or implied) by us of any breach of these terms and conditions shall be deemed to constitute a waiver or consent to any subsequent or continuing breach.

7.3. Nothing in these terms shall be deemed to constitute a partnership, employment or agency relationship between you and us and you shall not do anything whereby you may be represented as our partner, agent or employee and no one other than a party to these terms and conditions, their successors and permitted assignees shall have any right to enforce any of its terms.

7.4. Both parties will comply with the applicable requirements of data protection legislation (including, where applicable, the General Data Protection Regulation 2016/679 and the Data Protection Act 2018) ("Data Protection Law"). The parties acknowledge that the only personal data to be shared between them pursuant to these terms and conditions is the names and contact information of the parties' respective staff. Neither party processes personal data

on behalf of the other party. In the event it becomes

7.5. necessary pursuant to Data Protection Law and/or if required by us, you will enter into our further terms relating to data protection and privacy (for example, our Data Processing Agreement if required).

7.6. In the event of any inconsistency between these terms and the Order Form, the Order Form shall have precedence.

7.7. No person who is not a party to these the agreement between you and The Soundery shall be entitled to enforce any of the terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.8. These terms and conditions shall be construed in accordance with English Law and both you and us agree to submit to the exclusive jurisdiction of the English Courts.

**Congratulations, you no longer have to read
T&C's...**

Go treat yourself with a cup of tea!