



Terms of Service

1.0 Description of Services

1.1 Audio Production. We will create a musical album on location at your school.

1.2 Services Included

- Audio recording of the school's students performing
- Promotional material supplied
- Full production of the album
- Manufacture and delivery of the album

2.0 Payment

2.1 There is no charge for the recording. Payment is for copies of the album only with a minimum order amount of 50.

2.2 Once we have received confirmation from you for the final number of copies to be manufactured, an invoice will be supplied. Payment will be due within 30 days of the invoice being supplied.

3.0 Cancellation Policy

3.1 We require at least a one month notice period to postpone or cancel the recording without charge. Cancellations within this period will be subject to a fee of £300 and this will be due immediately. This fee will not be applied if a new date within three months of the original date is agreed by both parties.

4.0 Client Responsibilities

4.1 To provide you with outstanding service, we need to have a great working relationship with you. To that end, you agree that during the course of this project you will:

- Be the primary stakeholder and decision-maker for the project
- Adhere to project and payment schedules; and
- Inform us of any problems or issues as soon as possible



5.0 Ownership of Recordings and Licensing

5.1 We are the rightsholder to the recordings that we create.

5.2 We will obtain a license on your behalf to cover the use of the songs recorded.

5.3 Publication. We're very proud of the albums that we produce, and love to show them off. As a result, We Are Heard reserves the right to display the recordings we create for this project in our

6.0 Miscellaneous

6.1 Release of Liability. You agree to release us from any liability for all spelling or content errors in the copy you provide to us. Also, you agree to release us from any liability and to indemnify us against any claim or lawsuit from a third party arising from any elements you provide to us to complete this project.

6.2 Entire Agreement. The Estimate and this Agreement make up the entire agreement between you and We Are Heard. All changes to the Estimate or this Agreement must be in writing to be enforceable.

6.3 Relationship. We will perform all services as an Independent Contractor, not as an employee or agent. The recordings we produce under this Agreement are not works made for hire under the United Kingdom Copyright Act.

6.4 No Assignment. You may not transfer or assign any rights under this Agreement to another party without our written permission.

6.5 Severability. If a portion of this Agreement is held to be unenforceable, that portion will be removed and the remainder will serve as our Agreement.

6.6 Governing Law. The laws of the United Kingdom will control the interpretation of this Agreement.