



**Woodley Moss LTD Terms and Conditions
for Website and Online Services**

Terms and Conditions

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Terms and Conditions

Definitions

“**Company**” means Woodley Moss LTD trading as Woodley Moss Studios.

“**Media**” means any format of audio and/or audio-visual formats of media including but not limited to photographs and videos.

“**Staff**” means the staff of the Company identified as such in the Booking Form.

“**Studio**” means the building/s of which Woodley Moss LTD operates and carries out its services in.

“**We**”, “**Us**”. “**Our**” means Woodley Moss LTD trading as Woodley Moss Studios or its controlled affiliates.

“**Website**” means the website ‘woodleymoss.com’ as the property of and operated by Woodley Moss LTD trading as Woodley Moss Studios.

“**You**”, “**Your**” means the person using the Website and booking the online service.

This Terms and Conditions documents applies to the use of the Website and/or the use and/or booking of any online service as published on the Website such as Online Mixing, Online Mastering and Online Mixing & Mastering.

1.0 Access and Acceptance of Terms

- 1.1 Your access to and use of the Website and the Services referred to in Section 2 is subject to the Terms and Conditions listed on this document. By accessing and using this Website and/or the Services you declare that you have read the Terms and Conditions of this document and in any event accept and agree to be bound by them. If you DO NOT wish to be bound by these Terms and Conditions use must cease using the Website and/or the Online Services.
- 1.2 We reserve the right at our sole discretion to change, modify, add or subtract portions of the Terms and Conditions listed in this document at any time without further notice or warning. In the event of this happening, We will post any changes to the Terms and Conditions on this document along with the date of change. If you do not agree or cannot comply with the Terms and Conditions, amended or not, Your only remedy is to cease using the Website and/or Services.

2.0 The Services

- 2.1 The Services the Website offers are of digital format and include;
 - 2.1.1 Online Mixing
 - 2.1.2 Online Mastering
 - 2.1.3 Online Mixing & Mastering

3.0 Age Restriction

- 3.1 You must be at least 18 years of age to use the Website and book the Services.
- 3.2 Children under the age of 13 may not access or use Our Website. If You are under 18 years of age but over 13 years of age You may use this Website only with the consent and supervision of a parent or guardian.

4.0 Use of the Website and Services

- 4.1 You are solely responsible for any audio files, Media, data, text and information (“Materials”) submitted and provided by You.
- 4.2 You agree, represent and declare that:
 - 4.2.1 You solely own or control all of the rights to the Materials that you submit to the Website and that you are not prohibited from submitting the Materials to Us by any other agreement or obligation.
 - 4.2.2 All information and data you provide is correct, accurate and up to date.
 - 4.2.3 Providing You are not a consumer, You declare and confirm that You have the authority to bind any business on whose behalf You use the Website/Services.
- 4.3 You agree not to;
 - 4.3.1 Use the Website or Services to send spam email, junk email, chain letters, pyramid schemes or any other unsolicited messages.
 - 4.3.2 Use this Website or any Services to submit, upload, display, transmit, transfer, disseminate or use any Materials that are false, incorrect, inaccurate, hateful, abusive, vulgar, harassing, sexually orientated, threatening, invasive or violates any law
 - 4.3.3 Threaten, abuse, stalk or violate the legal rights of others.
 - 4.3.4 Upload, post or disseminate any Materials in any manner that infringes any copyright, trademark, patent or other proprietary right of any party.
 - 4.3.5 Use the Website and/or Services to distribute files illegally or violate or disrupt the rights of others to copy and distribute protected work.
 - 4.3.6 Impersonate any other person or entity in connection with Your use of the Website and any of its services.
 - 4.3.7 Transmit any Materials or software that contains a virus, worm, time bomb, trojan horse or any other harmful, disruptive or deleterious component.
 - 4.3.8 Inhibit or restrict any other persons from using the Website and any of its services.
 - 4.3.9 Use the Website and/or its services in such a way that may damage, disable or impair the Website and/or its services or disrupt any other party’s use of the Website and/or its services.

5.0 Pricing, Booking and Contact Upon Purchase

- 5.1 The price of all Online Services as referred to in Section 2 includes a 4% payment processing fee.
- 5.2 You give Woodley Moss LTD permission to commence the performance of its services immediately upon payment and sending of tracks. We do not provide any refunds subsequent to work commencing on Mixing and/or Mastering projects.
- 5.3 We will provide one (1) set of revisions free of charge to downloaded Materials upon written request.
- 5.4 Once We receive your payment and/or booking of Services, the appropriate Staff as requested by You in the Booking process Will contact You regarding the selected Service via Your preferred contact method via email or by phone.
 - 5.4.1 It is Your responsibility to be in communication with the associated Staff and to be able to respond to the enquiries of whatsoever nature made by said Staff member/s in the goal of Us supplying a successful Service.

- 5.5 In the event that We cancel a Service for reasons unrelated to Force Majeure, We will issue a full refund to You (excluding the 4% payment processing fee paid by the You at the time of purchase if applicable).

6.0 Copyright Information

- 6.1 All Materials on this Website including but not limited to text, data, images, videos, graphics, logos, audio clips, video and audio links, digital downloads, data compilations and software is owned, controlled by, permitted for use by or licensed to Woodley Moss LTD.
- 6.2 Material on this Website is made solely for your personal, non-commercial use and may not be copied, reproduced, modified, republished, uploaded, transmitted, posted or distributed in any way, including by electronic means without prior written consent by Us.
- 6.3 You may download Materials intentionally created for downloading from this Website for your personal, non-commercial use only provided that You keep intact any and all copyright, trademarks and any other proprietary notice that may appear on such Materials.

7.0 Woodley Moss Studios Credit

- 7.1 We hereby grant You permission and You agree to include the following credit in relation to any CD or other Record that has been mixed by the Woodley Moss Studios Online Mixing Service and released to the public by You:
- 7.1.1 Mixed by Woodley Moss Studios
www.woodleymoss.com
- 7.2 We hereby grant You permission and You agree to include the following credit in relation to any CD or other Record that has been mastered by the Woodley Moss Studios Online Mastering Service and released to the public by You:
- 7.2.1 Mastered by Woodley Moss Studios
www.woodleymoss.com
- 7.3 We hereby grant You permission and You agree to include the following credit in relation to any CD or other Record that has been mixed & mastered by the Woodley Moss Studios Online Mixing & Mastering Service and released to the public by You:
- 7.3.1 Mixed & Mastered by Woodley Moss Studios
www.woodleymoss.com
- 7.4 Such credit as listed in clause 7.1, clause 7.2 and clause 7.3 shall be included in a suitable place in the inner sleeve liner notes of the CD or record and shall be in the same size, typeface and font as any other related information in such liner notes.

8.0 Archiving

- 8.1 Woodley Moss Studios provides no warranty or declaration that it shall retain any Materials once the requested work has been completed and the relevant Materials and Work Products received and downloaded by You and therefore cannot be held responsible for any and all loss of Materials.
- 8.2 You give Woodley Moss Studios permission to retain and/or archive copies of Materials and Work Products and use them for professional purposes including but not limited to posting on this Website and Woodley Moss media platforms and utilising them for the advertisement and promotion of Woodley Moss Studios.

9.0 Warranty And Compatibility

- 9.1 Woodley Moss LTD makes no warranty or guarantee that any particular computer, portable device or other hardware will be compatible with Website Products, Services and Booking functionality. It is Your sole responsibility to ensure your playback and chosen system(s) will function correctly with the Website.

10.0 Exclusion of Warranties

10.1 Except as stated in this Terms and Conditions document, the products and services not his Website are provided 'as is' and 'as available' with no representations or warranties of any kind in any event. You assume total responsibility and risk for Your use of this Website and its Services.

11.0 Indemnity and Limitation Of Liability

11.1 TO THE FULL EXTENT PERMITTED BY LAW, WOODLEY MOSS LTD, ITS AFFILIATES AND ASSOCIATED STAFF ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR OTHER DAMAGES AS A RESULT FROM OR RELATING IN ANY WAY TO THIS WEBSITE, THE PRODUCTS, THE SERVICES OR YOUR USE THEREOF. THIS APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT OR ANY OTHER BASIS, EVEN IF WOODLEY MOSS LTD HAS BEEN ADVISED ON THE POSSIBILITY OF SUCH DAMAGE. WOODLEY MOSS LTD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY EXISTING DEFECTS WILL BE CORRECTED, THAT THIS WEBSITE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WOODLEY MOSS LTD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS OR OTHERWISE.

11.2 Notwithstanding any other Terms and Conditions listed in this document, You and Woodley Moss LTD agree that the maximum liability of Woodley Moss LTD to You for any claims of whatsoever nature arising from or related to the Services whether in contract, tort or otherwise shall be absolutely limited to an amount equal to the respective fee paid by You.

12.0 Termination

12.1 We reserve the right to terminate Your access to the Website and/or its Services at any time.

13.0 Indemnity

13.1 You remain solely responsible for the Materials and You agree to indemnify, defend and hold harmless Woodley Moss LTD and their affiliates, Staff, directors and owners from and against all claims, losses, expenses, damages and costs including but not limited to lawyer's and other respective legal fees arising out of or resulting from any violation or any alleged violation by You of the Terms and Conditions within this document. Such violations include but are not limited to Your transmission of Materials and Woodley Moss LTD's utilisation of in regards to the Services and as set forth therein. Woodley Moss LTD reserves the right to control the defence of any matter subject to indemnification by You.

14.0 Force Majeure

14.1 Notwithstanding any other term of this Terms and Conditions document the Company shall not be under any liability for any failure to perform any of its obligations under this Terms and Conditions document or any other Booking document due to "Force Majeure". Following the notification by the Company to the Client of such cause, the Company shall be entitled to a reasonable extension of time to perform its obligations. For the purpose of any agreement, "Force Majeure" means any matters beyond the reasonable control of the Company, including but not limited to:

14.1.1 An Act of God, explosion, flood, fire, tempest or accident

14.1.2 An epidemic or pandemic, including but not limited to, any outbreak of COVID-19

- 14.1.3 A threat of war, sabotage, insurrection, civil disturbance or requisition
- 14.1.4 Import or export regulations or embargoes
- 14.1.5 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- 14.1.6 Strikes, lock-outs or other industrial actions or trade disputes (whether involving Staff of the Company or of a third party)
- 14.1.7 Power failure or breakdown in machinery or equipment

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