

# STANDARD TERMS OF SERVICE

*Referenced by the Short-Form Recording Contract*

These Standard Terms of Service (hereinafter, the “Terms”) detail the legal and operational provisions for the recording, production, and related services provided by **Thomas D Mungall**, trading under the name “Tom Mungall Audio” (hereinafter referred to as the “Service Provider”). By signing the separate **Short-Form Recording Contract** (the “Contract”) or by otherwise engaging the Service Provider, the Client agrees that these Terms shall apply in full to the Services performed. All references to the “Agreement” in these Terms shall refer collectively to the Contract **and** these Standard Terms of Service.

## 1. Scope of Services

### 1.1.

The Service Provider agrees to provide professional recording services (the “Services”) for the Client, which may include, but are not limited to:

- Sound engineering, mixing, and mastering;
- Production and performance consultation;
- Film and video production services;
- Provision of available recording facilities;
- Reasonable post production as specified in Clause 1.2; and
- Organisation of the necessary personnel to execute the above tasks.

### 1.2. Post Production

The Service Provider will provide the following limited post production edits as part of the agreed fee, unless otherwise agreed in writing:

- One (1) first audio edit of recorded materials;
- One (1) video edit (if video production is part of the project);
- One (1) audio mix of the edited product;
- One (1) final master of the agreed audio project; and
- Corrections of any errors introduced by the editor during the post-production process.

Any additional edits, mixes, or masters beyond those set out above shall be charged at £40 per hour, subject to the Service Provider’s availability. For the avoidance of doubt, additional revisions or creative changes outside the scope of error correction are subject to the Service Provider’s hourly rate as set out in this Agreement. The Client shall be notified in writing before any additional editing work is undertaken.

### **1.3.**

The Client shall provide or arrange for any additional resources, personnel, or equipment not covered by this Agreement if required.

## **2. Project Details**

### **2.1.**

**Project Description:** (The Client will detail specifics in the Short-Form Contract.)

The Client agrees to keep the Service Provider informed of any changes to the Project Description. The Client understands that such changes may affect the scope, schedule, or cost of the Services and can only be implemented if agreed in writing by both Parties. The Service Provider reserves the right to charge additional fees for any Services beyond the originally agreed scope.

### **2.2. Delivery Format**

The master recordings shall be delivered in a format specified in the Contract, via the agreed medium. Where no format or medium has been specified, the Service Provider shall select a delivery format and medium that best suit the circumstances of the Agreement, to the best of their professional judgement. Where applicable, the Client agrees to cover the cost of any physical medium required for delivery.

### **2.3. Schedule**

The recording schedule shall be agreed by the Parties, subject to reasonable adjustments by mutual consent. The Client agrees to provide feedback on each edit within the timeframe set out in the Contract, unless otherwise discussed, and understands that failure to do so may result in the deadline being missed.

#### **2.3.1.**

The Client recognises that, although the Service Provider will make every effort to ensure that the Client's deadlines are met, the Service Provider must be made aware of these deadlines prior to the commencement of the work in order to guarantee their completion.

### **2.4. Location**

Unless otherwise agreed in writing, the recording will take place at the location indicated in the Contract.

## **3. Fees and Payment**

### **3.1. Service Fees**

In consideration for the Services, the Client shall pay the Service Provider the total sum outlined in the Contract.

### **3.2. Expenses**

Unless otherwise discussed, the Client shall be responsible for all out-of-pocket expenses reasonably incurred by the Service Provider in the course of providing the Services, including travel and meal expenses incurred as a matter of course. Any additional expenses beyond these shall require prior written approval by the Client.

### **3.3. Payment Schedule**

1. All costs incurred during the recording session, including out-of-pocket expenses, personnel fees, and equipment costs, shall be invoiced and payable upon the session's completion.
2. The remaining balance for the full project shall be invoiced upon completion of post production and final delivery of the recordings, and shall be payable within 30 days of the invoice date.

### **3.4. Late Payments**

Any undisputed late payments shall incur interest at the rate of 8% per annum above the base lending rate of the Bank of England, accruing daily from the due date until payment is received in full. Should the Client fail to pay any undisputed invoice by the due date, the Client acknowledges and agrees that the Service Provider reserves the right to engage legal representation to recover the outstanding amount, together with any accrued interest, recovery costs, and legal fees. The Client understands that such action may be initiated through the County Court or any other appropriate legal forum without further notice.

## **4. Ownership and Intellectual Property Rights**

### **4.1. Masters**

Unless otherwise stated, the Client shall own all Master Recordings (as defined in Section 2.2) created under this Agreement upon full payment of all fees and expenses due. Prior to receipt of full payment, legal title to such master recordings shall remain with the Service Provider.

### **4.2. Copyright**

1. If the Client is the composer or owner of the musical compositions being recorded, the copyright in those compositions shall remain with the Client.
2. The Service Provider shall not claim any interest in the underlying copyright unless specifically agreed in writing.

### **4.3. Use of Recordings**

1. The Client shall have the exclusive right to exploit and distribute the recorded material in any manner or medium, subject to payment in full.
2. The Service Provider reserves the right to use selected portions of the recordings for its portfolio, promotional, and marketing purposes only with the Client's prior written consent.

### **4.4. Raw Materials**

1. The Service Provider retains ownership of all raw materials used or generated during the production process, including but not limited to multi-track sessions, stems, project files and raw footage (hereinafter referred to as the "Raw Materials"). The Client may purchase ownership rights to the Raw Materials for a separate fee to be agreed upon in writing. Until such fee is paid in full, the Client shall have no ownership rights in the Raw Materials.

2. The Client shall not remix, adapt, or release any version of the recordings other than the final masters provided by the Service Provider, unless the Client has purchased the Raw Materials in accordance with this clause.
3. Where the Client obtains the Raw Materials and subsequently remixes or adapts them, any accreditation referencing the Service Provider's involvement must be removed, unless otherwise agreed in writing by the Parties.

## **5. Confidentiality**

### **5.1. General Confidentiality**

Both Parties shall keep the terms of this Agreement, as well as any confidential or proprietary information related to the recordings, strictly confidential. Neither Party shall disclose such information to any third party without the prior written consent of the other Party, except as required by law. The Parties agree to exercise reasonable care in protecting each other's confidential information from unauthorised use or access.

### **5.2. Restricted Information**

The Client may detail in the Contract (or otherwise in writing) any information, materials, or aspects of the project that must not be disclosed or publicly shared in any form.

### **5.3. Behind-the-Scenes ("BTS") Content**

The Client must select in the Contract one of the following options regarding BTS footage, images, or other behind-the-scenes materials:

**Content Can Be Shared:** The Service Provider may freely share BTS content on social media or in other promotional materials.

**Content Cannot Be Shared:** The Service Provider may not post any BTS content on social media or in other promotional materials.

**Limited Content Can Be Shared:** The Service Provider may share certain BTS content, subject to the limits or conditions specified in writing by the Client.

#### **5.3.1.**

If the Client does not complete or indicate any preference in the above, the default position shall be that BTS content may be posted by the Service Provider as described in the "Content Can Be Shared" option.

### **5.4. Promotional Use**

Subject to the selections above, the Service Provider may wish to use completed or selected elements of the project for its own portfolio or promotional material. The Service Provider agrees to follow any restrictions or conditions set out in this section or in Section 5 when doing so.

## **6. Warranties and Representations**

### **6.1. By the Service Provider**

1. The Service Provider represents and warrants that it has the necessary skills, expertise, and resources to perform the Services in a professional manner and in accordance with industry standards.
2. The Service Provider shall comply with all applicable laws, regulations, and health and safety requirements.

### **6.2. By the Client**

1. The Client represents and warrants that it has the legal right and authority to utilise any material (e.g. musical compositions, lyrics, performances) included in the recordings.
2. The Client further represents and warrants that any material supplied by the Client does not infringe the rights (including intellectual property rights) of any third party.
3. The Client acknowledges and agrees that it bears sole responsibility for securing any and all required licences, permits, or permissions necessary for the commercial or public distribution, performance, or broadcast of the recordings. This includes, without limitation, any licences or approvals from relevant performance rights organisations (e.g. PRS for Music, PPL, MCPS), copyright holders of any underlying works, and featured artists. The Service Provider shall not be held liable for any claims or losses arising from the Client's failure to obtain the appropriate rights.

## **7. Indemnification**

### **7.1. Client's Indemnity**

The Client agrees to indemnify, defend, and hold harmless the Service Provider and its employees, agents, and representatives from and against all claims, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

- Any breach of the Client's warranties or representations under this Agreement.
- Any infringement or alleged infringement of any intellectual property rights due to the use of materials provided by the Client.

### **7.2. Service Provider's Indemnity**

The Service Provider agrees to indemnify, defend, and hold harmless the Client and its employees, agents, and representatives from and against all claims, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

- Any breach of the Service Provider's warranties or representations under this Agreement.
- Any wilful misconduct or gross negligence by the Service Provider.

## **8. Limitation of Liability**

### **8.1.**

To the fullest extent permitted by law, neither Party shall be liable to the other Party for any indirect, consequential, special, or incidental damages (including loss of profits, business, or data) arising from or related to this Agreement, even if advised of the possibility of such damages.

### **8.2.**

In any event, the Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the Service Provider under this Agreement, except where liability cannot be limited by law.

## **9. Insurance**

### **9.1. Insurance Cover Levels**

1. The Service Provider shall maintain suitable public liability insurance (or equivalent) to cover any claims arising from the provision of the Services, in an amount no less than £2,000,000.00.
2. The Service Provider shall maintain suitable professional indemnity insurance, in an amount no less than £100,000.00.
3. The Service Provider shall provide the Client with proof of such insurance coverage upon request.

### **9.2.**

The Client is advised to maintain any necessary insurance for its own personnel, equipment, or property.

## **10. Special Terms**

### **10.1. Royalty Participation**

If the Parties wish to incorporate royalty arrangements, they shall specify the percentage splits, collection methods, and payment schedules in writing.

### **10.2. Extra Time**

1. Any additional time required for the recording process beyond the agreed hours shall be billed at £70 per hour, subject to availability.
2. Where additional time is required because of the Service Provider's fault or inability to perform as agreed, the Client shall not be charged under this clause for that extra time.

### **10.3. Cancellation Policy**

1. If the Service Provider can provide evidence that other potential work has been lost or turned down in favour of the Client's booking, the Client shall be liable for the full cost of the session upon cancellation.
2. If the Service Provider cannot provide evidence of lost work but the Client cancels the scheduled session fewer than three days before the agreed start date, the Client shall be liable for 50% of the session fee plus any incurred expenses.
3. In all cases, if expenses (such as travel, accommodation, or other out-of-pocket costs) have already been incurred by the Service Provider in preparation for the Client's session, the Client shall reimburse those expenses, regardless of the amount of notice given.
4. Where applicable, any non-refundable deposit paid by the Client shall be forfeited upon cancellation.

### **10.4. Contractors**

If third-party contractors are engaged, the Client shall ensure all fees and clearances are satisfied and documented, releasing the other Party from any related obligations.

### **10.5. Technical Issues**

In the event of equipment failure or technical problems beyond the Service Provider's reasonable control, the Service Provider shall promptly notify the Client and reschedule the session at no additional charge. The Client shall not be liable for any costs incurred by the Service Provider in such rescheduling.

### **10.6. Force Majeure**

1. Neither Party shall be liable for failure or delay in performing any obligations under this Agreement if such failure or delay is caused by events beyond their reasonable control, including but not limited to acts of God, governmental actions, war, civil disturbance, strikes, pandemics, or natural disasters.
2. The Party affected by a force majeure event shall promptly notify the other Party and make reasonable efforts to mitigate the impact of such event.

## **11. GDPR and Data Collection**

Each Party agrees to comply with all applicable data protection legislation, including the UK General Data Protection Regulation, when handling personal data in connection with this Agreement.

## **12. Independent Contractor**

The Parties acknowledge and agree that the Service Provider is acting as an independent contractor. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, or employer-employee relationship between the Parties.

## **13. Termination**

### **13.1. Termination for Breach**

Either Party may terminate this Agreement immediately if the other Party commits a material breach and fails to remedy it within 28 days of written notice.

### **13.2. Termination for Convenience**

The Client may terminate this Agreement upon providing written notice of 7 days. In such event, the Service Provider shall be paid for all Services rendered up to the termination date, including any non-refundable deposit.

### **13.3. Effect of Termination**

1. Upon termination, and subject to payment of all outstanding fees, the Service Provider shall deliver all completed master recordings ("Masters") to the Client.
2. Any rights granted to the Client remain contingent on full payment.
3. Unless otherwise agreed in writing or purchased in accordance with Section 4 of this Agreement (the clause governing raw materials), the Service Provider retains ownership and control of all raw materials used or generated during production. Any partial recordings, stems, or project files that have not been paid for remain the exclusive property of the Service Provider. The Client shall not make any use of such raw materials, whether commercial or otherwise, unless and until the relevant fees have been paid in full and a written transfer of rights is executed.

## **14. Notices**

### **14.1.**

Any notice given under this Agreement shall be in writing and shall be served by hand delivery, recorded delivery post, or electronic mail (with delivery confirmation) to the addresses specified in the Short-Form Contract or any other address provided in writing.

### **14.2.**

Notices shall be deemed served on receipt where delivered by hand or electronic mail, or 7 days after posting where sent by recorded delivery post.



## 15. Entire Agreement and Amendments

1. These Terms, together with the Short-Form Contract, constitute the entire understanding between the Parties and supersede all prior negotiations, understandings, and agreements with respect to its subject matter.
2. Any amendment or modification to these Terms must be in writing and signed by authorised representatives of both Parties.

## 16. Severability

If any provision of these Terms is deemed invalid or unenforceable by any court of competent jurisdiction, the remainder of these Terms shall remain in full force and effect.

## 17. Waiver

No failure or delay by either Party to exercise any right under these Terms shall operate as a waiver of that right, nor shall any partial exercise of any right preclude any further exercise of that or any other right.

## 18. Governing Law and Jurisdiction

### 18.1.

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

### 18.2.

The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising under or in connection with these Terms.

## 19. Counterparts

These Terms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*End of Standard Terms of Service.*



## 20. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set out below. All other capitalised terms shall have the meanings otherwise ascribed to them in this Agreement.

### 20.1. “Agreement”

Refers to any contract or agreement between the Service Provider and the Client, including the **Short-Form Recording Contract** or other project-specific documents, incorporating these Standard Terms of Service, schedules, appendices, or amendments agreed by the Parties in writing.

### 20.2. “Parties”

Means both the **Service Provider** and the **Client**, and “Party” means either one of them.

### 20.3. “Service Provider”

Refers to **Thomas D Mungall**, trading under the name “Tom Mungall Audio,” identified in the introductory paragraph of this Agreement.

### 20.4. “Client”

Refers to the individual, artist, label, or organisation named as such in the introductory paragraph of this Agreement.

### 20.5. “Services”

Means the professional recording, production, and related services described in Section 1 (Scope of Services) or as otherwise agreed by the Parties in writing.

### 20.6. “Raw Materials”

Refers to all source files and components created or used in the production process, including but not limited to multi-track sessions, stems, project files, unedited video footage, and any other pre-mastered assets, as outlined in Section 4 (Ownership and Intellectual Property Rights).

### 20.7. “Masters”

Means the final, approved, fully edited or mixed and mastered versions of any audio or video materials produced under this Agreement, as more fully described in Section 4.

### 20.8. “Audio Editing”

Means the process of cutting, rearranging, or refining audio recordings to improve quality, remove unwanted elements, or correct timing and flow.

### 20.9. “Video Editing”

Means the process of assembling and refining video footage by cutting and rearranging clips, adding transitions, colour grading, synchronising audio, and applying effects to create a cohesive final video.

### 20.10. “Mixing”

Involves combining individual audio tracks—such as vocals, instruments, and effects—into a balanced final track, including adjustments to levels, panning, equalisation, compression, and

other creative or corrective measures.

**20.11. “Mastering”**

Means the final stage of audio production, in which the mixed track is optimised for playback and distribution. This may include adjustments to overall loudness, EQ, stereo width, and other enhancements to ensure consistent audio quality across various playback systems.

**20.12. “Post Production”**

Refers to all work performed after the primary recording or filming phase, including Audio Editing, Video Editing, Mixing, Mastering, and any additional enhancements or corrections necessary to deliver a finished product.

**20.13. “Behind-the-Scenes” or “BTS Content”**

Means footage, images, or other material documenting the production process, distinct from the final Masters. Its sharing is governed by Section 5 (Confidentiality) and related provisions.