

# **Fiermente Productions** Trading Terms and Conditions

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# Definitions

- “Fiermente Productions”** means the production company created by Roy Bates, George Belben, and Ian Bonner
- “Client”** means the person, persons or company using ‘Fiermente Productions’ services
- “Recording”** means any single or multi-track audio recording, including a Master Recording or any Client’s Recording

Our terms and conditions are in place to protect both you as the client and Fiermente Productions from any act of misconduct regarding payment, privacy and experiences whilst using Fiermente Productions website or services.

Whilst using Fiermente Productions website you are agreeing to comply with and bound by these terms and condition of Fiermente.

**1 - The use of Fiermente Productions on-line presence is subject to the following terms of use:**

- 1.1 Any content visible on the website is for your general viewing and source information only.
- 1.2 Fiermente Productions have the right to make changes to the websites content when deemed necessary.
- 1.3 Any materials, which are owned, licensed or copyrighted by Fiermente Productions, cannot be used, replicated or reproduced without consent of Fiermente Productions. This includes but is not limited to; design, layout, look, text, logos, buttons, audio clips, video clips, links, downloads, appearance and graphics used.
- 1.4 Any unauthorised activities relating to or that involve the use of this website may occur a claim for any damage done to Fiermente Productions.
- 1.5 It is your responsibility to ensure that any content or intellectual property that you submit to Fiermente Productions is not misused by third party companies or individuals. Fiermente Productions is not liable for third party companies or individuals.
- 1.6 Fiermente Productions are not responsible for the content by any third party companies accessible through the website. Fiermente Productions does not endorse third party companies. They are available as a source of further information and by viewing their website you are bound to their legality and terms and conditions.
- 1.7 Fiermente Productions reserves the rights to change these terms and conditions at any time.
- 1.8 Fiermente Production's website has access to various communication platforms including embedded social networking features, email and in some circumstances telephone and Skype.  
Whilst using any of these platforms you are agreeing to act responsibly and respect the privacy and intellectual property of the website and it's clients. If you use any of Fierment's communication platforms you will not; abuse, threaten, violate legal rights, defame, or harass any employees, sub-contractors or clients belonging to Fiermente.
- 1.9 You will not advertise your products, services or intellectual property on Fiermente Production's website or social media platforms without consulting Fiermente first.
- 1.10 By conducting business, using services, or using the website of Fiermente Productions you are subject to the laws of the United Kingdom.

**2 - The use of Fiermente Production's services is subject to the following terms of use:**

- 2.1 Before submitting your project to Fiermente Productions, it is your responsibility to protect any intellectual property from being made available to third party sources through the use of password encrypted compression applications (WINRAR, WINZIP).
- 2.2 Fiermente Productions will either provide access to its own server storage space or a third party server storage space, however Fiermente Productions will be unable to take responsibility if the download source link to a third party is compromised.
- 2.3 Service turn around times are purely estimated and may vary significantly due to unforeseen circumstances including illness, data loss, and high volume of customer traffic.  
You will be notified as soon as the company acknowledges this.
- 2.4 If in any situation it is necessary to send a physical copy (CD or DVD) to you with your final mix then you will be charged postage for first class delivery.

**3 - The uses of Fiermente Productions Service's payment options are subject to the following terms of use:**

- 3.1 Fiermente will only upload final mixes once full payments have been made for the services you have purchased. Failure to make payment within the time frame required will result in the termination of the project and possibly future involvement. We require that payments be made within 7 days after you have been notified of its completion.
- 3.2 Fiermente Productions accept payments via BACS (Bank Transfer), Paypal or in some circumstances cash or cheque but will not provide any final mixes until payments have cleared.
- 3.3 Refunds may only available at Fiermente Production's discretion.
- 3.4 By purchasing Fiermente's services you are agreeing to pay in full the amount specified.
- 3.5 If you would like to cancel working with Fiermente then it is most likely that a fee will be applied. This will be to cover administrative costs and any time that the engineer assigned to your project has already contributed.
- 3.6 As by copyright law, Fiermente owns all intellectual property that Fiermente is involved in until full payments have been cleared.
- 3.7 A deposit for any recording is mandatory and will consist of half the estimated price to cover any loss or damage of company property as well as cover any cancelation fees. If no cases are made then the deposit will be deducted from the final price. This deposit does not affect the ownership of intellectual property.
- 3.8 All payments for recording and mixing cover renting of equipment, facilities and professional work hours. Refunds for these costs are not available.
- 3.9 Fiermente reserves the right to use any material created by Fiermente alongside any clients for promotion purposes.