

## Terms and Conditions of Lapdust Audio Mastering services:

### Definitions

**"The Client"**: the party utilising the mastering services of Lapdust Close Corporation, as reflected in the "Client" field on the invoice.

**"Lapdust CC"**: the registered legal entity of Lapdust Close Corporation, CK 2003/039937/23 and it's mastering engineers

**"Material"**: audio material, whether music, speech or any other form of audio signal, contained on any format, whether digitally, such as on computer hard drive, on storage media such as CDR or DVDR, or, in analogue format of any description, such as ¼ inch tape or audio cassette.

**"Mastering Engineer"** : the person employed by Lapdust to execute the audio changes to the client's supplied audio material.

**"Signatory"**: the natural person signing the invoice and or other documentation, such as whose name and signature appears on the "received by" and "print name" fields of the relevant documents (quote, invoice or receipt).

### Terms and conditions:

1. The Client is entitled to the execution of reasonable sonic changes (further mastering) to the sound of the final mastered product as supplied by Lapdust, however Lapdust does not guarantee the client's satisfaction or the quality of the final mastered materials because of limitations of technology and the varying nature and quality of the supplied materials. The artistic wishes and recommendations of the Client regarding the material to be mastered will be adhered to as much as is possible. Such imposed limitations do not exempt the client from obligation to pay Lapdust the original agreed invoice amount for the mastering work performed on the material. The Client has 21 working days after the date of the invoice in which to request re-mastering of the original supplied material. Such changes will be made at the discretion of the mastering engineer without further charge.
2. Lapdust and it's mastering engineers accept no responsibility or liability for losses or damages, whether emotional, financial, material or physical, incurred as a result of the commercial success or failure of the final material mastered by the Lapdust mastering engineers.
3. Lapdust assumes that the Client possesses the relevant legal and intellectual rights pertaining to the audio material supplied by the Client or their representative to Lapdust for mastering. As such, Lapdust can accept no responsibility or consequent liability for prior, present or future illegal or inappropriate use of any audio material, or part thereof that it receives for the purpose of mastering or is currently mastering or has mastered. The adherence to and fulfilment of the conditions of all relevant commercial and criminal laws pertaining to the prior or subsequent creation, use and distribution of audio materials supplied to Lapdust and it's mastering engineers and received by the client in the mastered state remains the sole responsibility of the Client and or their representative (signatory).
4. Any payment made to Lapdust in counterfeit cash bills or other fraudulent means whether knowingly or unknowingly will not be accepted as final payment. It is the Client's sole responsibility to make full and final legal payment for the work agreed upon in the currency of the Republic of South Africa or an agreed foreign currency on the date of collection, prior to delivery via third party or within 30 days of the date reflected on the invoice. The possession of the final mastered product does not constitute the termination of responsibility of the Client to make full and final legal payment within the specified period.
5. In the event of the signatory of this document not possessing the appropriate authority to sign this agreement on behalf of the client or company, the signatory will, in favour of Lapdust CC, bear in his/her personal capacity full responsibility for any legal liability or financial obligation arising directly or indirectly from the services provided by Lapdust CC and its mastering engineers on a project or material believed by virtue of the contents of this document and the appearance of his/her name and signature on this document to be the property of the Client.
6. It is the clients responsibility to ensure the safety of the original audio materials provided by making back-up copies before sending to Lapdust.
7. The Client is obliged to provide un-mastered audio material to Lapdust in an agreed delivery format by the agreed date of delivery to Lapdust as reflected on the relevant written or verbal Quote.
8. In the event of the reproduction, packaging or distribution of any materials, or part/parts thereof, in any audio format whether analogue or digital, mastered by Lapdust and whether for the purposes of sale or for promotional activities, then –  
The words, "Mastered by Rogan Kelsey. [www.lapdust.com](http://www.lapdust.com)" must appear as a credit on the printed material accompanying the recording or as part of the text accompanying credits delivered in an electronic format, or in the case of a physical storage medium such as CD - on the storage medium itself.
9. In the event of the audio material which, having been mastered by Lapdust or it's mastering engineers, or any part thereof, is distributed for sale, promotional or any other commercial purpose, whether forming the entire content of the distributed collection of audio recordings (as in the case of a compilation) or part thereof, then –  
All such tracks must be the final product or identical copies of the final mastered materials as mastered by Lapdust and it's mastering engineers and may not undergo further editing or audio alteration before duplication or distribution.
10. Should the Client wish to deliver the original un-mastered materials to Lapdust via any third party whether it is sent via post, registered post or courier, the risk of loss or damage to the original materials is entirely the Clients.
11. Lapdust and it's mastering engineers accept no responsibility for loss or damage to audio materials, whether mastered or un-mastered, or their respective storage mediums, which is lost or damaged while in transit or otherwise in the possession of a third party such as the postal services or a courier company and whether in transit to or from the Client.

12. Lapdust tests all final master storage media (CDR) for errors before delivery but does not guarantee that the supplied storage media is error-free and will not accept responsibility for losses incurred due to failures of storage media or the media writing tools used to produce them. It is the clients responsibility to ensure that the received storage media is complete, functional and without errors prior to duplication or reproduction of the media or the material contained therein. Please listen to your master copy before delivering it for duplication.
13. Lapdust and it's mastering engineers are not obliged to disclose details of any part of the mastering process to the Client or their representative. All employed processes, equipment settings and mastering techniques are the sole intellectual property of Lapdust and it's mastering engineers and may not be acquired whether deliberately or accidentally without written permission of the members of Lapdust Close Corporation or it's mastering engineers.
14. If full payment is not made to Lapdust CC on delivery, then the client agrees to pay the invoiced amount in full within 30 days of the date of the invoice where after an additional administration fee of R300 will be charged and interest on the invoiced amount shall accrue in favour of Lapdust CC at 15% per annum, compounding, calculated daily.
15. Lapdust and it's mastering engineers do not necessarily agree with or endorse the content of the audio materials provided to Lapdust for mastering and no such agreement or endorsement is stated or implied by Lapdust's contractual agreement to perform the service of mastering the audio material in question.
16. The Client at all times and under all circumstances takes full responsibility for the political, sexual, violent or otherwise immoral words, concepts or gestures contained in audio materials supplied to Lapdust or it's mastering engineers and irrespective of it's stage in the mastering process, which may be deemed illegal or unsavory or constitute a violation of applicable South African or international law. Lapdust does not claim ownership of such materials even if in possession of such materials and can not be held responsible for the consequences of the deliberate or accidental broadcast of or dissemination of through other means of any material it receives for mastering, is mastering or has mastered.
17. Lapdust will act to conserve the privacy and secrecy of all audio materials it receives for mastering and will not provide the material whether mastered, un-mastered or in the process of being mastered to anyone other than the Client, an employee of the client, or their elected representative as reflected on the quote.
18. Lapdust cannot be held responsible for loss of intellectual property and consequent emotional, physical, material or financial losses suffered by the Client through theft or loss through transmission and subsequent interception of audio material whether in physical, analogue or digital formats by parties for whom such transmissions were not intended, or through loss due to illegal access to Lapdust's computer systems or hacking, or as the result of a computer virus.
19. Terms and conditions are subject to periodic change without notice.