

Terms and Conditions

Introductions and Definitions

1. Client: person that is requesting/booking the recording
2. These Terms and Conditions (“the Terms”) sets out the relationship between DrumTracksByJulian.com (“the musician”; “We”; “Us”; “Our”) and the person (“the Client”) using the website (“You”; “Your”) for booking on-line sessions and general use.

1.0 Guarantee

DrumTracksByJulian.com guarantees the quality of recorded performance and the quality of the sound recording.

(a) By quality of performance we mean that:

- The performance is stylistically appropriate for the music,
- The performance has a good feel and dynamics,
- It is precise (within the human margins)
- Any particularly specified part is performed (such as particular groove, hits, unisons, breaks etc.)
- The sound of the instrument is good and the instrument itself in tune

(b) By the quality of sound recording we mean that:

- Digital audio files are free of any digital clicks, pops, distortion or jitter
- Tracks are recorded using high quality professional microphones and recording equipment
- Tracks will be recorded and provided in desired sample rate,
- Tracks will be supplied in either WAV or AIFF.

(c) The performance warranties will be met **ONLY** under the following conditions:

- All instructions as provided/detailed on the “Prepare Your Stuff” page must have been followed
- The supplied tracks must be high-resolution WAV or AIFF files
- The 6 (six) separate bounces as detailed on the “Prepare Your Stuff” page must be supplied
- The supplied tracks must be stereo-interleaved unless they are truly mono
- The supplied tracks must not have bus compression and/or mastering limiters enabled
- The supplied tracks must be “in time with” and “locked in” with the click track
- The track must contain a 2-bar count-in that starts at the beginning of the track
- The client must provide the following:
 - The exact tempo markings,
 - The exact sample rate
 - The exact bit-depth
 - A MIDI file with tempo changes or a click track separately
 - Good Quality Scratch/Guide tracks
- The Client must provide a correctly written chart or a “road map” indicating the chord progression, feel and type(s) of groove(s), sections, any possible band hits (figures, tuttis, unisons, breaks), any possible time signature or tempo changes and it must contain any specific instructions on requirements from DrumTracksByJulian.com OR provide written instructions prior to the recording if DrumTracksByJulian.com is to create a chart/road map

(d) In an unlikely case that a client is not satisfied with the results:

- A re-recording can be requested OR a refund of the fee paid.

- Any dissatisfaction must be expressed before the client has been given the download links to the individual high quality tracks and upon reviewing the mp3 mixes
- Once a client has paid the fee in full and the audio files have been delivered, the client will only be covered for the “audio quality” segment of our guarantee, in which case a refund would not be applicable, but only a replacement of the same audio files.

2.0 Payment Policy

- A deposit to cover half the fee of your first songs drum track must be paid before any recording takes place
- Accepted payments made through PayPal and Cheque.
- If payments are made by cheque then no recording will take place until cheques have cleared through the banking system
- All outstanding balances must be paid before the completed and mixed drums are delivered

3.0 Rights and Limitations on the usage of the recording

- The client is expected to give written credits to DrumTracksByJulian.com for any services provided alongside other credits when appropriate (such as in CD liner notes, DVD liner notes, web sites etc.)

4.0 What the client may do (rights):

- You may use the recording(s) ONLY in the mix of the song which the instruments were recorded for.
- You may use the tracks on commercial releases and use them in TV, motion picture, radio, Internet or any other kind of broadcast.
- No additional licence fees are payable
- The tracks are supplied royalty-free
- You may edit the recorded tracks and use them in creative ways only in songs that they were recorded for.
- You may use the tracks in additional re-mixes of the same song(s).

5.0 What the client may NOT do (limitations):

- You may not publish, broadcast, commercially release, post on the Internet, sublet, rent, sell, distribute, sample, exchange via Peer/Torrent/PNP network or any other kind of exchange the individual drum tracks, the individual drum components or a mix of only the drums.
- You may not use the drum/percussion recordings or parts of the drum/percussion recordings on songs that they were NOT recorded for.
- You may NOT use the recorded drum/percussion tracks for any purpose other than what they were meant for and paid for; that is to be a part of the mixed music that they were recorded for.
- The exception to the above would only apply if the client commissions DrumTracksByJulian.com to record solo instruments for the purpose of having a solo

instrument as the final product. In such case, instrumental recording would be treated as a complete musical work and would be covered under applicable copyright and publishing laws.

6.0 What if I'm not happy or satisfied with the results?

There are a few possible scenarios:

1: You provide a chart and exact instructions as to what to play, but the musician doesn't do it.

Action: The part(s) are re-recorded (at no additional cost) until it is exactly as requested by the client, or a full refund is issued.

2: You provide a chart and exact instructions, musician plays what was asked of him, but the results are "sloppy" to your standards

Action: The part(s) are re-recorded. If you are still not satisfied, you will get a full refund.

3: You are happy with the whole thing, but the files that you receive are corrupted or damaged.

Action: The original files are checked for integrity and if they are found to be perfect, they will be re-sent to you. No refund will be issued. In a case that the original files contain problems, we will re-record the parts.

4: You do not provide a chart or any instructions as to what the musician should play and when you get the preview file, it is not what you expected.

Action: If you would like the song re-recorded, this would constitute a new session and a new fee would be applicable. To avoid this, we suggest one or more of the following:

*- follow the instructions as detailed on the "Prepare Your Stuff" page of the website
- join the musician during the recording session through the Interactive Virtual Online Session
or*

- talk to us by phone prior to the recording.

Those are the only ways to ensure that you will get what you are after.

We work hard to maintain the highest level of quality and to exceed our clients' expectations.