



TERMS OF SERVICE

By engaging our services, the client hereby agrees to the hiring of Ibillion Records cc t/a Jonathan G. Shaw (hereafter referred to as "Ibillion"). The total payable by the client to Ibillion shall be according to the invoices the client receives, excluding VAT (if applicable) payable as set out in our general terms of service, as follows:

1. A 50% "booking fee" of the quoted services must be paid to confirm and schedule a booking.
2. If notice of cancellation is not given by the client within 48 hours before the booking, the booking fee shall be forfeited.
3. The balance of the quote as well as the fee for any additional services used must be paid at the end of the booking.
 - 3.1. Without payment any recordings, scores, documents or other materials produced will not be released to the client, or services or service results shall be withdrawn, stopped, unpublished or cancelled until payment is completed.
4. Upon payment outlined in Term 3 above the ownership and copyright of any materials or recordings will vest in the client. The client's failure to pay the full amount shall result in Ibillion Records cc retaining ownership and copyright:
 - 4.1. Ibillion warrants that any composition or performance created for the client is original or in the public domain and does not infringe any copyright or other right of any individual or company, and agrees to indemnify the client in respect of all loss, injury or damage, including all legal costs or expenses, occasioned to or incurred by the client in consequence of any breach of this warranty.
 - 4.2. The client agrees that all processes and skills of Ibillion are the property of Ibillion Records cc and as such only the results of such processes and skills are owned by and released to the client. This includes, but is not limited to, mixing and mastering equalisation, compression and other settings or files. Release of these details shall be billed for at a quoted rate.
 - 4.3. Ibillion Records cc agrees not to share, distribute, or pass on the client's material, whether provided to or generated by Ibillion Records cc, to any third party without the client's express verbal or written permission.
5. The client warrants that they have obtained any rights to use copyrighted work, performances, backtracks, cover-versions, samples or any other 3rd party property and indemnifies and holds Ibillion Records cc harmless from any damages that may arise from that use.
6. The client is entitled, prior to post-production and / or final delivery, to one (1) scope review and substitution of work-references for project work, such as packages that fall outside hourly terms. Thereafter, should the scope need to change again, hourly fees will apply. Should the project reach post-production (editing, mixing, mastering or final delivery), approved prior by the client, a scope change shall be considered a new order by the client and fees payable for a new project.
7. The client, when using business equipment, is liable for damages or repairs they may cause on this equipment and failure to pay for damages will cause forfeiture of any booked time, recordings, scores or other materials produced by Ibillion Records cc. The client's failure to pay shall result in Ibillion Records cc retaining ownership and copyright in any recordings or materials produced.
 - 7.1. The client is prohibited from eating, smoking or drinking alcohol in the studio. Liquids must be handled with due care.
8. The client accepts the risk and holds Ibillion Records cc harmless in the event of losing any or all data, working files or other material from fire, theft or any other reason, in the possession of Ibillion Records cc. The client acknowledges that backing up these materials is their sole responsibility.
9. Ibillion Records cc shall not be liable to refund any amounts paid by the client. Payments not allocated to business services within 12 months of receipt shall be forfeited.

Contact Details:

E-mail: create@ibillion.com
Websites:
www.ibillion.com
www.jonathangshaw.com

Reg. No.: CK 2006/127489/23
Member: Jonathan George Shaw

Location

Fontainebleau,
Randburg,
Johannesburg,
South Africa
2194

Payment Details

Please provide your billing details for quotes and invoices, where you will find our banking details.

Payment Reference:

**YOUR NAME & CUSTOMER
NUMBER**

