

General Terms & Conditions

Important: If you are a business or represent an organization that intends to use our music, you **must** obtain a commercial license. Please request a commercial license [here](https://license.declandp.info/request).

<https://license.declandp.info/request>

1 THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions which apply when I supply digital content to you. Please read these terms carefully before you submit your order.

1.2 **Different parts of these terms apply to you depending on what you are doing.** If:

1.2.1 **If you are paying to download my music without needing a licence to use it in your own content** then all of the clauses in these Terms and Conditions, except for clause 4 and clause 5, will apply between us.

1.2.2 **you are receiving an unpaid (free) licence for my music so that you can use it in your own content** then only clauses 1, 2, 4, 7.2, 17, 19 and 20 of these terms apply between us. The other clauses do not apply.

1.2.3 **you are paying for a licence of my music so that you can use it in your own content** then all of the clauses in these Terms and Conditions, except for clause 3 and clause 4, will apply between us.

1.2.4 **you are downloading my music for free from [declandp.info](https://policies.declandp.info/download)** then my Free Download Terms (available from <https://policies.declandp.info/download>) apply and these Terms and Conditions do not apply.

1.3 **Limits on my liability to you.** Clause 17 (*My responsibility for loss or damage suffered by you*) is particularly important as it explains what my liability to you will be in certain circumstances.

2 INFORMATION ABOUT ME AND HOW TO CONTACT ME

2.1 **Who I am.** I am Declan Conor trading as Declan DP. You can contact me by post to Declan DP, c/o YourVid GmbH, Maibacher Str. 36, 97424 Schweinfurt, Germany or by email to hello@declandp.info.

2.2 **How I may contact you.** If I have to contact you I will do so by writing to you at the email address or postal address you provided to me in your order or enquiry.

2.3 **"Writing" includes emails.** The words "writing" or "written" in these terms include emails.

3 **PAID MUSIC DOWNLOAD TERMS - this section also applies if you are paying to download my music but you aren't using it in your own content so don't need a separate licence.**

3.1 **The terms of your licence.** When you pay to download my music I grant you a non-exclusive, non-transferable right to use the purchased music only for your personal, non-commercial purposes. Any other use is forbidden and this includes the redistribution, transmission, assignment, sale, broadcasting, renting, sharing, lending, repurposing, modifying, adapting,

Contact: hello@declandp.info

[Other Policies](#)

editing, licensing or otherwise transferring the music. This clause does not undermine your legal rights as a consumer.

3.2 **Not for business use.** If you download my music you are not allowed to use it for business use. If you want to licence my music for business use then you must contact me at hello@declandp.info or complete my online form <https://license.declandp.info/request>

3.3 **What other terms apply.** Except for clauses 4 and 5, the remaining clauses of these Terms and Conditions apply to the contract between us. Please read them carefully.

4 FREE LICENCE TERMS - This section applies if you are not paying for your licence to use my music in your own content.

4.1 **The terms of your licence.** From time to time I allow consumers to use specific music tracks in their video content on YouTube and Instagram. In order to use a free licence you must select a track from the 'Free Licence' section of my website (www.declandp.info) which relates to the platform you want to use the track on. You can then download the music by following the link provided. To use the music in your content you must copy and paste the attribution wording exactly as shown into the video description.

4.2 **Restrictions on your use.** You must comply with the following restrictions:

4.2.1 You are allowed to use the licensed songs:

- (a) in content which is monetised;
- (b) by trimming them (shortening/extending) to fit the video/creative material (and all intellectual property rights in the edited song will be owned by me). You cannot edit/remix or remake the songs in any other form; and
- (c) on content only where you've included the attribution wording.

4.2.2 You are not allowed to use the licensed songs:

- (a) in any way which suggests that you are the author or owner of the songs;
- (b) in a way that monetises them directly (e.g. by reselling the songs or by selling access to the songs);
- (c) in any business related projects (please see 4.5);
- (d) in combination with your own music or the music of a third party in order to create a new piece of music (e.g. a remix or mashup);
- (e) in any way which is unlawful or infringes the legal rights of a third party;
- (f) in any way which infringes the rules or terms of use of the platform you are using them on; or

- (g) in any way which could reasonably be considered as harmful to the reputation of the song and/or my reputation as a music producer or individual.

4.3 **I can withdraw or change your licence at any time.** I offer these licences for free and can withdraw them or change their terms at any time and for any reason by giving you notice. If I withdraw the licence then you must stop using the music in your content. If I change the licence then you must follow the new licence terms or stop using the music in your content.

4.4 **My rights if you breach the licence.**

4.4.1 To protect my intellectual property rights I routinely check content on various platforms to ensure my work is not being used without permission or contrary to my licence terms. I may use automated systems for this, such as YouTube's Content ID, and may engage third party providers to carry out the searches on my behalf.

4.4.2 If you use my music in a way that does not meet the standards set out in these terms then I, or my representative, may take steps to take down the content, demonetise the content and/or record a copyright strike against the content. I can also immediately terminate any other licences between you and me by giving you notice in writing.

4.4.3 If you think I have mistakenly taken action against your content which uses my music then please contact me immediately by email to copyright@declandp.info. In your email please include:

- (a) a link to the content;
- (b) a copy of the notification you have received; and
- (c) any other details that will help resolve the issue, and I will endeavour to respond to your email as soon as possible. If a mistake has been made then I will endeavour to take all reasonable steps to resolve the mistake without undue delay.

4.4.4 I will not lose any rights under this licence or under law if I delay in enforcing those rights against you.

4.5 **Not for business use.** I do not offer free (attribution only) licences for business use. If you want to licence my music for business use then you must contact me at hello@declandp.info or complete my online form <https://license.declandp.info/request>

4.6 **What other terms apply?** Please also read clauses 1, 2, 7.2, 17, 19 and 20 of these Terms and Conditions which also apply to you.

5 **PAID LICENCE TERMS - this section also applies if you are paying for a licence to use my music in your own content.**

5.1 **The terms of your licence.** When you purchase a licence to use my music in your own content, you and I agree to follow the terms of the licence agreement between us. You can read the text of the licence agreement between us at <http://license.declandp.info/preview> before submitting your order.

- 5.2 **You must complete and return the licence to me before it takes effect.** Once I have accepted your order, you will receive a blank copy of the licence agreement by email which you must complete and return to me at hello@declandp.info in order for it to take effect. If you have any questions about completing the licence then please contact me at hello@declandp.info as soon as possible.
- 5.3 **What if you do not return the licence.** Until you return the completed licence agreement to me, you will be treated as having purchased a copy of the song(s) for your personal listening only. You will not be allowed to use the song in your own content. I can take steps to enforce my right against you if you use my songs without a valid licence.
- 5.4 **Not for business use.** I do not offer these licences for business use. If you want to licence my music for business use then you must contact me at hello@declandp.info or complete my online form <https://license.declandp.info/request>
- 5.5 **My rights if you breach the licence.** If you breach the terms of your licence agreement then I may terminate the contract between us under clause 14.1.2 (*I may end the contract if you break it*) in addition to terminating the licence agreement itself. I have additional rights under the licence agreement itself.
- 5.6 **What other terms apply?** Except for clauses 3 and 4, the remaining clauses of these Terms and Conditions apply to the contract between us. Please read them carefully.

6 MY CONTRACT WITH YOU

- 6.1 **How I will accept your order.** My acceptance of your order will take place when I email you to accept it, at which point a contract will come into existence between you and me.
- 6.2 **If I cannot accept your order.** If I am unable to accept your order, I will inform you of this and I will not charge you for the content you have ordered.
- 6.3 **Your order number.** I will assign an order number to your order once I accept it. Please include the order number whenever you contact me about your order.

7 YOUR RIGHTS TO MAKE CHANGES

- 7.1 **Changes to your order.** If you wish to make a change to your order then please contact me. I will let you know if the change is possible. If it is possible I will let you know about any changes to the price you need to pay or anything else which would be necessary as a result of your request. If I cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10 (*Your rights to end the contract*)).
- 7.2 **Changes to these terms or the licence agreement.** You are not allowed to make changes to these terms. You are not allowed to make changes to the licence agreement other than to insert the requested information.

8 MY RIGHTS TO MAKE CHANGES

- 8.1 **Changes to my licence agreement and Terms and Conditions before you order.** I can change the terms of the licence agreement and these Terms and Conditions from time to time before you place your order. I will ensure these changes are uploaded to my website. Please re-read each document before placing an order as they may have changed since your previous order.
- 8.2 **Changes to my licence agreement and Terms and Conditions after you order.** If I need to make changes to the licence agreement between us or these Terms and Conditions (for example, to ensure they comply with a change in the law) then I will tell you in writing. You will be given the opportunity to object to the changes. If you object then the contract between us and the licence agreement will terminate. Depending on how long ago you placed your order, you may be entitled to a refund if you object to the changes.

9 SUPPLYING THE CONTENT

- 9.1 **Songs.** Where applicable, I will automatically send you a download link after I accept your order to purchase one or more songs.
- 9.2 **Licences.** If you have bought a licence to use the songs in your own content then I will send you a copy of the licence agreement which you will need to complete and return to me. I will confirm to you when the licence takes effect. Clause 5 above (*Paid licence terms*) explains this process in greater detail.
- 9.3 **I am not responsible for delays outside my control.** If I am delayed in supplying songs or licences to you due to events outside my control then I will contact you to let you know and I will take steps to minimise the effect of the delay. Provided I do this I will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact me to end the contract and receive a refund for any content you have paid for but not received.
- 9.4 **What will happen if you do not give required information to me.** I may need certain information from you so that I can supply the content to you. For example, if I suspect you have made a mistake in your contact information then I will need to confirm the correct information with you. I will contact you to ask for this information. If you do not give me this information within a reasonable time of me asking for it, or if you give me incomplete or incorrect information, I may end the contract (and clause 14.2 (*You must compensate me if you break the contract*) will apply). I will not be responsible for supplying the content late or not supplying any part of them if this is caused by you not giving me the information I need within a reasonable time of me asking for it. Clause 5.3 above (*You must complete and return the licence to me before it takes effect*) explains what happens if you do not return your completed licence agreement to me.
- 9.5 **Reasons I may suspend the supply of songs/licences to you.** I may have to suspend the supply of a song or licence:
- (a) to deal with technical problems or to make minor technical changes; or
 - (b) to make updates to reflect changes in relevant laws and regulations.

10 YOUR RIGHTS TO END THE CONTRACT

10.1 **Ending your contract with me.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, whether I have done anything wrong and when you decide to end the contract:

10.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back) - please see clause 15 (*If there is a problem with the product*) for further details.

10.1.2 **If you want to end the contract because of something I have done or have told you I am going to do** - please see clause 10.2 (*Ending the contract because of something I have done or am going to do*) for further details.

10.1.3 **If you have changed your mind about the product** - please see clause 11 (*Exercising your right to change your mind*) for further details.

10.2 **Ending the contract because of something I have done or am going to do.** If you are ending a contract for a reason set out at 10.2.1 to 10.2.4 below the contract will end immediately and I will refund you in full for any products which have not been provided. The reasons are:

10.2.1 I have told you about an upcoming change to the product or these terms which you do not agree to (see clause 8.2 (*Changes to my licence agreement and Terms and Conditions after you order*));

10.2.2 I have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

10.2.3 there is a risk that supply of the products may be significantly delayed because of events outside my control; or

10.2.4 you have a legal right to end the contract because of something I have done wrong.

11 EXERCISING YOUR RIGHT TO CHANGE YOUR MIND

11.1 **When you have the right to change your mind.** For most products bought online you have a legal right to change your mind (i.e. cancel the contract) within 14 days and receive a refund. You do not have the right to change your mind if the contract is for digital products (which includes my music both with and without an additional licence for use in your own content) after you have started to download or stream the content.

11.2 **How long you have to change your mind.** If you have bought music from me (both with and without an additional licence for use in your own content) then you have 14 days after the day I email you to confirm I accept your order, or, if earlier, until you start downloading or streaming. If I delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind. You cannot change your mind if you download the music once I send you the download link.

12 HOW TO END THE CONTRACT WITH ME (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

12.1 Tell me you want to end the contract. To end the contract with me, please let me know by doing one of the following:

12.1.1 **Email.** Email me at orders@declandp.info. Please provide your name, order number, address and your phone number and email address.

12.1.2 **By post.** Write to me at Declan DP, c/o YourVid GmbH, Maibacher Str. 36, 97424 Schweinfurt, Germany, including your name, order number, phone number, email address and postal address.

12.2 Model cancellation. You may (but do not have to) cancel the contract using the following form, which you can post or email to me:

(Complete and return this form only if you wish to withdraw from the contract)

To Declan DP, c/o YourVid GmbH, Maibacher Str. 36, 97424 Schweinfurt, Germany /
orders@declandp.info

I/I [*] hereby give notice that I/I [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

.....

Name of consumer(s),

.....

Address of consumer(s),

.....

Signature of consumer(s) (only if this form is notified on paper),

.....

Date

[*] Delete as appropriate

13 WHAT HAPPENS AFTER THE CONTRACT ENDS

How I will refund you. I will refund you the price you paid for the content by the method you used for payment. You will receive a refund within 14 days of you telling me that you have changed your mind.

14 MY RIGHT TO END THE CONTRACT

14.1 I may end the contract if you break it. I may end the contract at any time by giving notice in writing to you if:

14.1.1 you do not, within a reasonable time of me asking for it, provide me with information that is necessary for me to provide the songs/licence; or

14.1.2 you breach the terms of the licence agreement between us.

14.2 **You must compensate me if you break the contract.** If I end the contract in the situations set out in clause 14.1 (*I may end the contract if you break it*) I will refund any money you have paid in advance for songs/licences I have not provided but I may deduct or charge you reasonable compensation for the net costs I will incur as a result of your breaking the contract.

14.3 **Termination of your licence.** If I end the contract then I will terminate any licence agreements between us.

15 IF THERE IS A PROBLEM WITH THE SONGS

15.1 **How to tell me about problems.** If you have any questions or complaints about my content, please first check my help pages and knowledge base which can be accessed from <https://Declan DP.com/tutorials>. If this does not resolve your issue then you can contact me using the details set out in clause 2.1.

15.2 **Summary of your legal rights.** I am under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the content I provide. Nothing in these terms will detract from your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights under the consumer law of England and Wales.

The products I sell are **digital content**. The law says digital content must be as described, fit for purpose and of satisfactory quality. If:

- a) the digital content is faulty, you're entitled to a repair or a replacement.
- b) the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- c) you can show the fault has damaged your device and I haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 11 (*Exercising your right to change your mind*) which explains your right to terminate the contract with me.

15.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject digital goods then you must delete the music and you will lose all right to use it. I may ask you to confirm that you have done this in writing.

16 PRICE AND PAYMENT

16.1 **Where to find the price for the product.** The price of my music and any licences (including any applicable VAT) will be the price indicated on the order pages when you place your order. I take all reasonable care to ensure that the listed price is correct. However please see clause 16.3 for what happens if I discover an error in the price of the product you order.

- 16.2 **I will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date I supply the content, I will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 16.3 **What happens if I got the price wrong.** It is always possible that, despite my best efforts, some of the content I sell may be incorrectly priced. I will normally check prices before accepting your order so that, where the content's correct price at your order date is less than my stated price at your order date, I will charge the full amount. If the product's correct price at your order date is higher than the price stated to you, I will contact you for your instructions before I accept your order. If I accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, I may end the contract, refund you any sums you have paid and require the deletion of any digital goods provided to you.
- 16.4 **When you must pay and how you must pay.** Accepted payment methods are listed when you check out. Third party payment services may have additional terms and conditions which you should read carefully before using those services.

17 **MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

17.1 **My liability for consumer losses.** Subject to clause 17.2:

17.1.1 if I fail to follow these terms then I am responsible for loss or damage you suffer that is a foreseeable result of my breaking this contract or my failing to use reasonable care and skill, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both I and you knew it might happen, for example, if you discussed it with me during the sales process; and

17.1.2 if defective digital content which I have supplied damages a device or digital content belonging to you and this is caused by my failure to use reasonable care and skill then I will either repair the damage or pay you compensation. I will not be liable for damage which was caused by you failing to correctly follow usage instructions or by using digital content supplied by me for unintended purposes.

17.2 **I do not exclude or limit in any way my liability to you where it would be unlawful to do so.** I do not exclude or limit my liability where it would be unlawful to do so. This includes liability for death or personal injury caused by my negligence or the negligence of my employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your consumer rights in relation to the products as summarised at clause 15.2 (*Summary of your legal rights*); and for defective products under the Consumer Protection Act 1987

18 **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the music and other content I distribute and license via my website belong to me or my licensor(s). Rights in my music are licensed (not sold) to you, subject to you entering into a licence agreement with me.

19 **HOW I MAY USE YOUR PERSONAL INFORMATION**

How I may use your personal information. I will only use your personal information as set out in my Privacy Policy, as updated from time to time, which you can access from <https://policies.declandp.info/privacy>.

20 **OTHER IMPORTANT TERMS**

20.1 **Interpretation.** Where these Terms and Conditions use any of the following phrases: “including”, “include”, “in particular”, “for example” or any similar expression, the words which follow these phrases are illustrative and are not meant to be exhaustive.

20.2 **I may transfer the contract to someone else.** I may transfer my rights and obligations under these terms to another person.

20.3 **You need my consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if I agree to this in writing.

20.4 **Nobody else has any rights under this contract.** This contract is between you and me. No other person shall have any rights to enforce any of its terms.

20.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.6 **Even if I delay in enforcing this contract, I can still enforce it later.** If I do not insist immediately that you do anything you are required to do under these terms, or if I delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent me taking steps against you at a later date. For example, if you miss a payment and I do not chase you but I continue to provide the products, I can still require you to make the payment at a later date.

20.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales. You can bring legal proceedings relating to these Terms and Conditions in the English courts only.