

## Worldvoices Ltd – Terms & Conditions

### 1 GENERAL

1.1 These Terms and Conditions shall apply to the supply of Talents and associated services by the Company to the Customer and shall take precedence over and apply to any other documentation, order or communication between parties.

1.2 These Terms and Conditions shall be available on the web at [www.worldvoices.co.uk](http://www.worldvoices.co.uk)

1.3 “The Company” refers to Worldvoices Ltd and includes business conducted by the separately branded Voiceover Kids formerly Voiceover Kids Ltd; “the Talent” refers to voice over talents employed by The Company; “The Customer” refers to the clients of The Company and “the legal guardian” refers to the parent or licensed chaperone employed by the company or assuming formal responsibility for the voice over talent where no company representative is present.

1.4 “The Engagement” refers to the booking made by the Company with the Talent.

### 2 PAYMENT TERMS BETWEEN THE CUSTOMER AND THE COMPANY

2.1 The price agreed between the Company and the Customer for Talents is specified per engagement or package of services at the time of booking and is exclusive of VAT and any other agreed charges.

2.2 The Customer has the authority to collect any National Insurance due if applicable which shall be deducted from the Talent’s fee or charged on at a later date (no mark-up is applied).

2.3 The Customer shall pay the Company the invoiced Fee within 30 days of receipt of invoice.

2.4 All direct expenses incurred by the Company and the Talent in connection with the provision of the Services and the Engagement and agreed prior to the engagement will be re-charged at cost or as agreed and are payable by the Customer on the production of the appropriate receipts.

2.5 The Customer shall meet the costs of any pre-agreed Special Requirements prior to the booking.

2.6 The Customer will pay interest on all late payments at a rate of 5% per annum above the Bank of England Base Rate.

2.7 The Company is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where the agreed terms are exceeded.

2.8 The Company and Talent have the right to withhold Services and deliveries of recordings if payment for previous engagements has not been made within 60 days of Customer’s receipt of invoice.

2.9 The Company is entitled to vary the price to take account of: any changes to the original services requested by the Customer which were not included at the time of booking; any overrun or overruns of the booked time for the Engagement due to 3rd party studio technical problems or other matters beyond ours or the Talent’s control.

2.10 The Company retains all intellectual property and copyright ownership of all recordings delivered to the customer until such time as payment has been received in full for all due invoices. Furthermore, the broadcast of all supplied voice-over recordings is accepted by the customer as not allowed until all due invoices with specific reference to usage and other royalties or buyout fees have been paid in full.

### 3 CANCELLATION FEES

3.1 In the event that the Customer cancels an Engagement they will be liable to pay cancellation charges agreed at the time of booking at a rate of %100, provided the engagement is cancelled less than 24 hrs before its commencement.

3.2 The Customer must notify the Company immediately of any cancellation in order that the Company may notify the Talent.

3.3 If the studio provided by the Customer is unable to proceed with an engagement thereby causing the Talent to not be able to perform then a 100% cancellation fee will be chargeable to the Customer.

3.4 The Talent may not under any conditions cancel the Engagement unless due to Force Majeure or illness. In such cases, on the provision of reasonable proof, the Talent will not be held in breach of contract by the Customer.

3.5 In the event of cancellation by the Talent the Company may substitute a replacement Talent, subject to the Customer's approval (such approval not to be unreasonably withheld or delayed).

3.6 If the Talent cancels the Engagement and a replacement Talent cannot be supplied in terms of Condition 5.5 any monies paid in advance by the Customer will be repaid in full, within fourteen days of the cancellation. The Company will not accept any liability for a Talent cancellation in such circumstances. 8.1 Any changes to the performance schedule will be subject to these Terms and Conditions.

3.7 If a booking needs to be rearranged on the same day these changes must be priorly agreed between the Company and the Customer.

3.8 Where the talent is a minor (aged under 16) it is a condition that in the event that the talent is unable to complete the performance or comply with the terms of the granted license or the availability of the licensed chaperone due to a delay in the start of the performance schedule through no fault of their own, then the Customer will be liable to pay the Talent the full Performance Fee due.

3.9 Should the Talent be required by the Customer to extend the length of the performance the Company is entitled to charge the Customer a further fee as to be agreed between the parties.

3.10 Clause 3.8 takes precedent over clause 3.9.

3.11 The customer accepts that where the duration of a license or usage deal is not specified then the default period is one year. A renewal of the license will be offered for a fee commensurate with the original usage fee and the customer will have the right to extend the license by payment of said fee on production of and payment of a follow-up invoice.

### 4 CUSTOMER ACCEPTANCE OF TERMS OF ENGAGEMENT RELATING TO MINORS

4.1 The Customer agrees to cooperate with the Company as may be required.

4.2 The Customer agrees not to approach directly or indirectly the Talent represented by the Company for the purpose of providing services, present or future.

4.3 The Customer agrees to treat the Talent politely and in a professional manner being aware at all times that the Talent is a minor and as such warranting of special attention and care.

4.4 The Customer agrees that if the Talent is not extended the usual professional courtesies and an awareness of their age and consequent needs then the chaperone or licensed childminder will be entitled to require the Talent not to perform, without penalty, and still be paid the full Performance Fee.

4.5 The Customer is responsible for ensuring that the venue, and any equipment

belonging to the Customer and used by the Talent, comply with health and safety regulations. A certificate must be produced on request.

4.6 The Customer must hold adequate insurance policies in respect of any engagement or services.

4.7 The Customer is responsible for complying with all legal obligations connected with the engagement of the Talent. Where minors are being employed the Customer must comply with all requests for breaks, meal breaks, toilet breaks and any other reasonable request as required by the chaperone or licensed childminder.

4.8 The Company is responsible for obtaining any licenses, work permits or other approvals for the Talent prior to the commencement of an Engagement.

4.9 The Customer will be notified of any special situations regarding the needs of the Talent in advance.

4.10 The Customer undertakes to make any future bookings for previously booked Talent directly with the Company for as long as the Talent is represented by the Company.

## 5 COMPANY OBLIGATIONS

5.1 The Company will supply services as ordered by the Customer at the time of booking in writing.

5.2 The Company shall perform the services with reasonable skill and professionalism.

5.3 The Company will provide any and all necessary permits/licenses for minors as required by law and the Local Authority where the minor resides.

5.4 The Company will take all reasonable steps to ensure that the minors engaged will be competent to undertake the project(s) offered to them professionally but the Company will not be liable in the event that the session is not completed to the Customer's satisfaction beyond an acceptance to either rearrange the session with a different Talent or offer a maximum refund equivalent to the basic session fee.

5.5 The Company will act as a negotiator between the Customer and the Talent where there is a dispute of any nature relating to the standard of work supplied.

5.6 The Company shall comply with reasonable requests from the Customer in relation to confidentiality.

5.7 The Customer undertakes to not release the name of the Talent to any third parties without the express permission of the Company.

## 6 PAYMENT TERMS

6.1 Invoices raised by the Company are payable within 30 days. New customers not known to the directors of the Company will be asked to pay in full for a first project at the time of delivery.

6.2 All recordings supplied to the Customer by the Company remain the property of the Company until such a time as all monies due for said recordings are paid in full. (See also clauses 2 through 2.10 and 3.11)

6.3 The Company may terminate the rights of the Customer or the Customer's client to use any services provided by the Company in the event the Customer has failed to make payments due within 60 days of the sum being requested.

6.4 The Company may invoke clause 6.2 in the event that the Customer ceases to trade for whatever reason.

6.5 In the event of termination of rights the Customer must immediately make full payment or risk having the voice over recording pulled from public domain regardless of the inconvenience to the end client.

## 7 INDEMNITY

7.1 The Customer shall indemnify the Company against any claims, costs or expenses incurred by the Company which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## 8 TERMS RELATING SPECIFICALLY TO THE COMPANY'S OBLIGATIONS TOWARDS TALENTS

8.1 The Company shall agree on a fee for the provision of services with the Talent or representative of the talent (where the talent is a minor).

8.2 The Company will not take a commission or make deductions from the fee agreed with the talent. Basic fees to talent are paid on production and acceptance of the invoice. Additional fees are paid once full remittances have been received from the client.

8.3 The Company will mark up the price agreed with the talent at a market rate determined by the Director(s). Additional fees not already included in the negotiated fee will be communicated to the talent or their representative so that further fees can be negotiated to facilitate the talent's permission for the additional rights required. Please note our minimum mark up in connection with any voiceover project offered to the talent is £75+VAT (January 2021).

8.4 In August 2018 we had our first disagreement with a parent over fees. Their argument was that we are an "agent" and must deduct a fixed percentage commission from all fees agreed with an end client. Our position is that we are not an agency and that we agree on a fee with the talent and charge a mark up to our client. This is almost always in excess of the usual 15-20% commission deducted by traditional agencies. There is a clear distinction in employment law meaning that our "mark up" means that Voiceover Kids Ltd is legally liable to pay the talent the fee we have agreed with you regardless of whether or not we receive payment from our client. The traditional agency model means your child might well not receive a payment if the end client does not pay the agency the agreed fee for whatever reason (usually going out of business). Where we have agreed on additional fees with the talent we will pay that fee regardless of whether or not our customer takes a recorded advert into the public domain. We accept that our model does not suit everyone but we regard it as fair not least because a) we do not expect your child to work for us exclusively, b) we don't make you wait for payment until we have in turn been paid and c) we work for a global base of clients, many of whom do not recognise or place any value on a UK "usage" structure regardless of where the voice is being used. As most of you are voice-over professionals, Voiceover Kids expects you to satisfy yourselves as to the correct guideline fee you should be negotiating on behalf of your child for each project. More information on fees is available free at the [Gravy For the Brian voiceover-rate-guide](#).

8.5 The Company will not expect that any talent be required to work exclusively for World Voices Ltd or the separately branded Voiceover Kids but, where talent is engaged in a commercial relationship with World Voices Ltd then all efforts will be made by the Representative not to have any other third party make use of or pass off recordings and other materials originating with World Voices Ltd or Voiceover Kids as their own.

8.6 All recordings originating with or commissioned and paid for by World Voices Ltd remain the property and copyright of World Voices Ltd and must not be used as demos or in another capacity without the express permission of World Voices Ltd. Commercial use of demos featuring material recorded or produced by World Voices

It may result in legal action for damages against any audio production company or agency passing off the recordings as their own intellectual property.

8.7 The talent (or in the case of minors the representative of the talent) may end the commercial relationship with World Voices Ltd in writing by email to the address on the website.

8.6 To remove the talent from the website, downloads and newsletters of World Voices Ltd the representative should contact the Company by email, requesting that a 14-day notice be given after which all commercial activities between the two parties will cease.

8.8 Permission to include the Talent on the website, featuring the talent in demos and other World Voices Ltd product is deemed to have been given by telephone conversation or emails where demos are sent as an attachment. This does not extend to digital likenesses of the talent for which express permission for company use online will be sought by the Company from the talent (or in the case of minors the representative of the talent) his permission may be withdrawn at any time making it contingent on the Company to act promptly to meet all requests for the deletion and return (where possible) of files held by the Company.

8.9 The Company may end the commercial relationship with the talent by email to the parent with no notice by removal of any demos or other work from the website.

## 9 FORCE MAJEURE

9.1 Neither party shall be liable for any breach of these terms and conditions where the breach is the result of events outside the party or parties' reasonable control (for example acts of God, accidents, illness, war, fire, etc).

## 9 APPENDIX

10.1 There is no time limit other than those imposed in English law attached to these terms and conditions.

10.2 Notices must be given in writing.

10.3 These Terms and Conditions supersede any previous agreements, terms and conditions or other notices in writing.

10.4 This entire agreement is governed by the exclusive jurisdiction of the English courts.

World Voices Ltd Company registered in the UK 13067951

Revised January 2021