

Terms and Conditions of Service

I/me: David S Clubb of daveclubb.com

You: The Company/Commissioning entity

Engagement:

You engage me to commence with the booking/recording specified, with the terms defined here. The fee has been based upon the script provided - if a different script is provided since this booking agreement I reserve the right to provide a revised fee/agreement.

Content:

You warrant that the recording will only be used within the scope of the defined licence for use as agreed in my quote.

Assignment:

After two months from audio delivery, you will assign permission for me to use the recording in my own marketing. I do not assign complete rights for the recording to you- the recording is provided as per the defined licence for use. If additional usage is required, this should be covered by a separate booking agreement.

If usage terms are breached, I reserve the right to invoice for any additional usage backdated to the date of the usage breach and charge an administration fee of £75 (+VAT as applicable)

Payment:

You agree to pay the agreed fee (plus VAT as applicable) on presentation of a valid invoice from me, which will be payable in 30 days, unless agreed otherwise.

Editing:

The recording may be edited, modified, added to or deleted from, but the resultant audio will be licensed within the same scope as defined here.

Warranties:

You warrant that nothing in the booking or script is obscene, libellous, blasphemous or infringes any performer's right, any moral right, any right of copyright, right of privacy, right of publicity or any other right whatsoever of any third party.

Indemnity:

You agree to indemnify me, my affiliates, officers, directors and employees and to keep us indemnified from and against, all actions, proceedings, costs, claims, damages and demands, however arising in respect of any actual or alleged breach or non-performance by You or any or all of the undertakings, warranties or obligations under this Agreement.

Pronunciations and Recording Style:

You will endeavour to provide me with the correct pronunciations and required recording style more than one hour prior to the planned session/recording commencement.

Re-record Policy/Problems

It is your responsibility to check the recording and notify me of any problems within 5 working days.

If you have directed the session, or if a custom sample was approved prior to the recording, then re-records after the session is complete will incur an additional expense and be covered under a separate booking agreement. The only exception would be if the audio delivery is corrupt, in which case I would endeavour to resolve the issue.

For an undirected session where a custom sample was not approved, I may agree to a single re-record session at my discretion if:

- the script and direction is unchanged.

- Pronunciations are consistent with that indicated by you prior to booking
- I am notified within 5 working days of the initial recording.
- The script is less than 1000 words.
- For scripts of more than 1000 words, we recommend you request a custom sample and approve the style prior to the full recording.

Booking Cancellation:

Once a booking has been agreed, the fee may become payable in full whether or not the recording is still required. This fee would be representative of my costs, already incurred. If I am ill or have a technical problem, I may need to cancel or reschedule a booking. If I cancel a booking, the agreement becomes void and a new agreement needs to be re-signed to cover the amended session.

Governing Law:

The governing law of this Agreement is English law and the parties submit to non-exclusive jurisdiction of the courts of England and Wales.

Signed by commissioning officer:

(Position/Authority):

In respect of the recording named:

Agreement dated: