

PRIVACY POLICY / TERMS and conditions

These are the terms and conditions which apply to working with Domitille Viallet of Domitille Viallet Voiceover.

How things are referred to in this document:

- Domitille Viallet is referred to as the 'Provider' throughout these terms and conditions.
- The producer, intermediary, individual or company who solicits or purchases professional voiceover services, provided by Domitille Viallet, is described as the 'Client'.
- The 'Deliverable(s)' means the professional voiceover/audio services provided by the Provider to the Client.
- The 'Product' or 'Project' is the final piece the Client is creating which will contain the Provider's Deliverables.

Terms of Business

Values and Obligations

1. The Provider will make every effort to perform her services with all due skill, care and diligence and in accordance with prevailing best industry practices.
2. The Provider shall perform the script or copy exactly as provided by the Client.
3. The Client asserts that they are able to book the Provider and understand and agree to all of the terms and conditions described below.

Limits of Use and Licensing

1. The Client agrees that the Provider's Deliverables are licensed for use only for the use(s) and amount of time agreed in the contract with the Client before the start of the recording session and only for the use(s) and amount of time set out on the Provider's invoice(s) or contract(s).
2. If the Client wants to extend the use of the Deliverables, they must tell the

Provider, so a new contract can be put in place, which will state the new fees that the Client will need to pay.

3. Any use of the Deliverables other than as agreed in the original contract represents a breach of contract, and of the Provider's statutory performers' rights.

4. The Client must inform the Provider in the event that any part of the Deliverables is used to produce different or new content (including but not limited to commercial, campaign, cut-down, edit, tag or any other project), once informed, the Provider will discuss additional fees, which the Client agrees to pay.

5. The Client agrees to delete and remove from the public domain unlicensed recording(s), in the event that the Client doesn't want to relicense under a new contract, or in the event that the Client allows the contract to expire.

6. If the Client fails (deliberately or accidentally) to inform the Provider about use of any Deliverables beyond the contract, this is a breach of contract and a breach of the Provider's statutory performers' rights, which results in the Client paying additional fees, or the Provider undertaking legal action.

7. The Provider reserves the right to charge relevant fees for any unlicensed use of the Deliverables.

8. The Provider has the right to use the Project in part or in whole for promotional purposes in perpetuity once the Project has started transmission on any media platform.

Auditions and Custom Demos (referred to here as 'Demos')

1. Demos are provided by the Provider free of charge, the Client agrees that demos will only be used for listening purposes and private demonstration.

2. The Client agrees that all unlicensed, unauthorized use of the Provider's custom demos constitutes a breach of the Provider's performers' rights and will incur additional fees and/or legal action.

Recording Session(s) & Amendments

1. All scripts are considered final when the Client agrees to the contract.
2. The Client agrees to pay charges at the Provider's hourly rate (BSF) in the event of any changes to a final script(s), made after the recording session
3. In the unlikely event of any recording or editing mistakes made by the Provider, she agrees to re-record, at no extra cost to the Client.

Cancellation of the Contract or Recording Session

1. If the Client cancels the Recording session less than 24 hours before it is due to begin, the Client agrees to pay the Provider the basic session/studio fee (BSF) for the number of hours booked.
2. If the Client cancels the usage element of the contract after recording session has taken place, the Client agrees to pay the contractor the basic studio/session fee (BSF) for the number of hours worked.

Fees and Payment

1. The Client agrees to pay the Provider within 30 calendar days, in full, from the date of the Provider's invoice.
2. Late payments will incur penalty charges of 8.5% of the total fee in line with the UK Government's Better Payment Practice Code.
3. Failure to pay for the Provider's Deliverables, in whole or in part, represents a breach of contract and a breach of the Provider's performers' rights. This will result in legal action.

Privacy

1. The Client agrees to the Provider's Privacy Policy, with reference to GDPR and storage of the Client's data for genuine business purposes.

Intellectual property and Legal Rights and

1. All recordings of the Provider's voice are, and always will be, the intellectual property of the Provider themselves under English Law (including all performers' property rights under Part II of the Copyright, Designs and Patents Act 1988

("CDPA")), and will be subject to licensing terms set out in the contract or clauses under the 'Limits of Use and Licensing' section above.

Jurisdiction

1. The laws of England and Wales govern this agreement and disputes arising out of it will be heard in a court of England and Wales.

Updates

1. From time to time these terms and conditions may be updated. Amendments will be written and dated here.