

Sara Starling Voice Over (Sara Ford t/a Sara Starling).

You can download a pdf copy [here](#).

TERMS & CONDITIONS OF BUSINESS

General

1. For the purpose of this agreement, the Artist refers to Sara Starling Voice Over and the Engager (or “you”) refers to the person or organisation hiring her services.
2. By hiring Sara Starling Voicer Over , you agree to these terms and conditions (also referred to as the “agreement” below).
3. If you fail to comply with these terms and conditions, the Artist may terminate your licence to use her work and/or withdraw from supplying future services.

Pricing & Payment

4. The Engager will pay the Artist the fee agreed by them for the services and usage of the recording or recordings.
5. The Artist’s quotes are based on the description of work and usage provided by the Engager at the time. If the description of the work or the Engager’s instruction changes at a later stage, the Artist reserves the right to adjust her fees accordingly.
6. The Artist’s fees are calculated based on the duration of the recording sessions pre-agreed with the Engager. If the recording session runs over the scheduled time, the Artist reserves the right to increase her fees accordingly.
7. The payment of the Artist’s fees is due within 30 days of the date shown on the invoice sent to the Engager, unless otherwise agreed.
8. The Artist reserves the right to request the full payment of the fees owed for her services before recording.
9. The Artist reserves the right to charge interest or add a compensation surcharge if the fees owed by the Engager have been paid to her within the agreed term.
10. If the Artist is asked to supply her services outside of working hours, a surcharge may apply. The Artist’s working hours are: Monday to Friday (excluding UK

national and bank holidays) before 9.00am or after 6.00pm (UK time). The Artist will notify the Engager of the surcharge in advance.

11. Any Expenses incurred by the Artist to provide her services will be reimbursed by the Engager if the expenses have been pre-approved by the Engager.
12. The Engager recognises that Sara Starling is entitled to fair and adequate remuneration for her services and the usage of the recordings of her work. The Engager agrees that the fees payable to the Artist should be no lower than the minimum rates recommended by the UK Performers' Union Equity for work completed in the UK enforced at the time the recording was made or used, and the equivalent national Union for work completed elsewhere.
13. Sums paid by the Engager for the remuneration of the Artist' services and/or the usage of the recordings of her work are not refundable.
14. The Artist's quotes and invoices are not inclusive of UK VAT taxes.

Booking & recording sessions

15. The Engager will provide the Artist with any necessary materials in a professional and timely manner, including scripts required to provide the services.
16. The Engager must send the Artist a draft of the Materials for approval before the recording of the Artist's performance, likeness, voice or contributions, or their distribution, broadcast, and/or publication. The Artist must make a reasonable effort to provide timely approval of the Materials and cannot unreasonably withhold approval. If the Artist does not respond to a request for approval, the Engager cannot assume that approval has been given.
17. The Engager is obligated to comply with all applicable laws regarding materials provided to Artist for recording purposes, and ensure that the content of these materials also comply with such laws.
18. The Engager will ensure that the location of the recording (to the exclusion of the Artist's personal studio) is adequately equipped, available at the time of the agreed recording sessions and meets the necessary safety requirements.
19. The Engager will obtain appropriate insurance as reasonably required for the Artist to provide her services at the location (to the exclusion of her personal studio).

20. The Artist shall comply with any rules of the location where she provides her services, provided that the rules are reasonable, proportionate, and have been communicated to her beforehand.
21. If the Engager cancels the recording less than 24 hours before the date of a confirmed recording session, the Artist reserves the right to charge the full fee for the session cancelled.
22. If the Artist cancels a recording session, any sums paid in advance to cover for her services in the session will be refunded in full.
23. If the Engager tentatively reserves a date for the Artist to provide her services (also known as “tentative booking” or “pencilling in”), the Engager promises to make every effort to confirm whether the Artist is needed or not on that date as soon as possible.
24. If the Engager has not confirmed or released the tentative booking date within 24 hours of the agreed date for recording, the booking will be considered confirmed, and the fees owed for the services will be payable by the Engager.
25. If the Artist becomes aware that they may be unable to supply the services as agreed, she must notify the Engager in writing promptly. The Artist must also inform the Engager of any developments that could have a significant impact on her ability to provide her services.

Recording quality

26. The Engager has two calendar weeks from receiving the recordings supplied by the Artist to inform her in writing about any concerns in relation to her services. At the end of this period, the services supplied by the Artist will be deemed accepted by the Engager.
27. If the Engager is not satisfied with the style, tone or pace of the Artist’s performance in the recording(s), the Artist agrees to produce a second recording at no additional charge. This is on the strict condition that the Engager requests no changes to the project description, script (including punctuations) and direction in the content to be re-recorded by the Artist.
28. The Artist will correct any errors or mistakes made by her in the recording at no additional charge.
29. If the Artist delivers the recording to the Engager through a file transfer service with an expirable link, the Engager is responsible for downloading the recording within

the appropriate timeframe. The Artist will re-supply the recording after the expiry of the link as soon as she is able.

Usage

30. The recordings can only be used by the Engager for the strict usage and purposes agreed by Artist and recorded in writing.
31. The Artist only consents to the use of the recordings of her work or performance in exchange of proportionate remuneration, as agreed with the Engager.
32. Any further use of the recordings of the Artist's work or performance requires the permission of the Artist is subject to additional remuneration.
33. The Engager is responsible to ensure the end client (where applicable) will comply with the usage of the recording(s) the Engager has agreed with the Artist.
34. This agreement excludes all and any use of the recording for the purpose of data mining, reproduction, synthetisation or cloning of the recordings, the Artist's performance, likeness or other contributions made in the context of services supplied by her to the Engager. This applies in the context of all technologies present and future, known or not known at the time the agreement is made.

Rights

35. The Artist owns the copyright and others applicable rights in the recordings fixing their contribution, performance, likeness (including voice) and personal data, they supply to the Engager when delivering her services.
36. The Artist grants the Engager a licence for the copyright and other applicable rights contained in these recordings.
37. This licence is personal and non-exclusive. This licence is limited to the types, duration and scale of use agreed by the parties in this agreement. This licence will terminate in the event of the Artist's death.
38. This licence is granted on the condition of receiving remuneration proportionate to the Engager's (or their end client's) use of the recordings.
39. This licence cannot be assigned (in part or in full) to another party without the Artist's express, written and informed consent. If this licence is transferred with the valid consent of the Artist, the obligations and benefits of this licence may not be severed.

40. This licence does not allow the Engager to grant others the right or permission to clone or synthesise the Artist's performance, likeness, or personal data using the content supplied by the Artist or generated by the Engager or others.
41. The materials provided by Artist to the Engager for the purpose of auditioning or trialling content are excluded from the scope of this agreement, and shall not be used or shared by the Engager.
42. Failing to comply with the terms of this licence is a breach of the Artist's intellectual property rights, personal data protection rights and a breach of contract.

Moral rights

43. The Artist asserts her moral rights to be attributed as the performer and to object to the derogatory treatment of her performances that would be prejudicial to her reputation or the reputation of her work.
44. The Artist reserves the right to waive her moral rights for an appropriate fee. The Artist's waiver of her moral rights is only valid if it is expressly recorded in writing and remunerated. If given, the Artist's waiver cannot be transferred or assigned by the Engager to a third party, without the Artist's express and written consent. The Artist reserves the right to charge an additional fee for the transfer of her waiver from the Engager to a third party.
45. The Engager agrees the Artist has a right to erasure with regards to their personal data, and nothing in this Agreement limits the reasonable exercise of this right by the Artist.

Engager's other obligations

46. The Engager confirms they have the authority and ability to engage in this Agreement.
47. When applicable, the Engager will ensure that the end client complies with the Engager's obligations under this agreement.
48. The Engager shall indemnify the Artist for any harm, financial loss, fees, fines, or liabilities that may arise from the Artist's delivery of the services under the terms of this agreement.
49. The Engager shall also indemnify the Artist for any harm or loss caused by their breach of this agreement.

50. The Parties agree that the Artist's contributions contain personal and sensitive data.

51. The Engager commits to collecting and processing the Artist's personal data in accordance with the appropriate regulations, including but not limited to the Data Protection Act 2021 and the EU General Data Protection Regulation 2016. The Engager agrees the Artist has a right to erasure with regards to their personal data, and nothing in this Agreement limits the reasonable exercise of this right by the Artist. The Parties agree that the recording of the Artist's work, performance or likeness contain her sensitive and personal data.

52. The Engager agrees to provide the Artist with a copy of the finished recording, and give her permission to use this copy to promote her services on her website or other appropriate online platforms.

Artists' other obligations

53. The Artist commits to working with the Engager and their collaborators to supply her services in a reasonable and professional manner.

54. The Artist commits to supplying her services to the best of her abilities, applying reasonable care and skills.

55. The Artist will adhere to any deadlines agreed with Engager, unless she is prevented to do by factors outside her control or caused by the Engager.

56. If the Artist becomes aware that she may be unable to supply the services as agreed, she will notify the Engager in writing promptly. The Artist will also inform the Engager of any developments that could have a significant impact on her ability to provide her services.

57. The artist complies with any reasonable requests of confidentiality made by the Engager.

Termination

58. The Artist can terminate this agreement on written notice if: (a) the Engager commits a serious or persistent breach of their obligations under this Agreement and fails to remedy such breach within 5 days after being required in writing to do so; (b) the Engager is guilty of any fraud or dishonesty; (c) the engager fails to pay the Artist by the due date; (c) the Artist becomes unable to perform their obligations under this Agreement due to illness, incapacity or death.

59. The termination of this Agreement also terminates all rights transfers, licences, consents, or permissions given by the Artist to the Engager or the end client.

60. All use of the Artist's recordings, performance, likeness (including voice) and other contributions by the Engager or the end client shall stop upon termination of this agreement.

61. The termination of this Agreement will not impact, disrupt, or negate the rights accrued by the Artist or the Engager up to the date of termination.

Other

62. This agreement is governed by the laws of England and Wales.

63. The Artist is not responsible for the delay or inability to provide her services in case of force majeure. The Artist and the Engager agree to collaborate in good faith to mitigate the impact of a force majeure event on the delivery of her services.

64. Any dispute relating to this agreement which cannot be resolved by negotiation between the Artist and the Engager shall first be submitted to mediation. The Artist and the Engager will agree to appoint a mediator or arbitrator to settle their dispute. If the parties fail to agree on a mediator within 30 days of the dispute arising, or if the parties fail to settle their dispute through mediation within 30 days, the dispute shall be submitted to the courts of England and Wales which shall thereafter have exclusive jurisdiction.