

TERMS AND CONDITIONS

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Low Fold Audio Limited Trading as Voiceovers-UK (the **Company**) a company registered in England and Wales under number 4765223 whose registered office is at Shireshead Old Church, Stony Lane, Forton Preston, Lancashire, PR3 1DE (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other express or implied terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. Any work requiring us to work to specific time deadlines, or provide work by a specified date included within a written agreement will be deemed to include a clear understanding that the Customer will make themselves reasonably available to communicate with us, or with any third party as necessary, so as to ensure that we are able to provide contracted services within the agreed time frame. We are not liable for any loss incurred due to missed deadlines, where the Customer has failed to be reasonably available for communication.
10. Our standard audio format for delivery of files is 16bit 44.1khz Wav unless specified otherwise by the customer.
11. All of these Terms and Conditions apply to the supply of any Goods as well as Services unless we specify otherwise.

Your Obligations

12. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
13. The customer warrants and undertakes that:
 13. (a) They will be responsible for obtaining and paying for all licences and consents for the use of any copyright material contained in, or the inclusion of any person in their production;
 13. (b) No copy will breach the copyright or other right of or be defamatory toward any third party;
 13. (c) They will indemnify and keep the Service Provider indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any copy or matter supplied by the customer.
14. The copyright for any voiceover intellectual property always remains with the voiceover artist. The audio supplied is only licensed for the usage and duration specified in the permitted use.
15. If you do not comply with clauses 12 or 13, we can unilaterally terminate the Services without the consent of the Customer, although notice of termination will be provided.
16. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your Obligations**).

Fees and Usage

17. The Fees (**Fees**) for the Services are set out in the quotation and are on an artist fee, usage and studio time basis.
18. The Fees agreed for a project reflect the usage stated by the Customer. This usage is defined by a 'Permitted use'. 'Permitted use' will be agreed via email correspondence and confirmed on the Customer's invoice. Any further usage, or extension of the time period agreed in the permitted use, will be charged for. The Customer agrees to seek permission from, and agree further payment with, the Service Provider for any intended further usage beyond the permitted use:
 18. (a) Unless agreed in writing beforehand, usage periods begin from the date of original delivery of the audio files.
 18. (b) The term 'Web usage' if stated in 'Permitted use' covers use on a single customer website and YouTube or Vimeo only. 'Web usage' excludes any promoted or paid for Social Media or YouTube pre-roll advert use, any webverts, online adverts or web banners. Additional usage Fees will apply for such uses, as well as any use other than the 'Web usage' as defined above.
 18. (c) We will not offer the Customer a full buyout, all rights in perpetuity or an all rights buyout in all media in perpetuity.
19. If a Customer attends any voiceover session, either in-person or remotely, any changes required to a project due to style changes or script changes, will incur further charges. Such charges will be based on a negotiated cost for the voiceover artist and charges for recording and editing.
20. All Amendments outside of the scope of the original quotation, or any revisions, are chargeable.
21. In addition to the Fees, we can recover from you:
 21. a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses.
 21. b) the cost of services provided by third parties and required by us for the performance of the Services.
 21. c) the cost of any materials required for the provision of the Services.
22. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 13 also apply to these additional services.
23. Any usage Fees invoiced once a project is completed, are non-refundable.
24. If we provide bespoke auditions of the Customer's script in order to help with casting, it is on the strict understanding that the auditions are for casting purposes only. If the Customer uses this audio in any other way other than for casting, for example if it is broadcast, used online, used on a telephone system, or used for any other commercial purposes, then the customer agrees to pay a voiceover artist session fee, as well as any appropriate usage charges and a production fee.
25. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and Amendment

26. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 5 days from the date of the quotation, (unless the quotation has been withdrawn).
27. If the customer cancels or postpones a confirmed session with less than 24 hours' notice, we reserve the right to charge a cancellation fee of up to 100% of the Fees agreed for the project. Notice is only counted as being given between 9am and 6pm during a business day.
28. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
29. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
30. All audio recorded by the Service Provider will be stored for a maximum of 90 days from the time of the voiceover session.
31. If, due to circumstances beyond our control, including those set out in clause 57 below (**Circumstances Beyond a Party's Control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

32. We will invoice you for payment of the Fees either:
 32. (a) When we have completed the Services; or
 32. (b) On the invoice dates set out in the quotation.
33. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms separately agreed between us.

34. Time for payment shall be of the essence of the Contract.
35. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 6% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
36. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
37. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you. Where payment of the Fees has not been made within 30 days, we reserve the right to issue a claim in the courts of England and Wales to recover outstanding Fees.
38. Receipts for payment will be issued by us only at your request.
39. Fees due to Voiceover Artists will only be paid by the Service Provider once we have received cleared funds from the Customer. If the Customer does not pay an invoice within the time period specified on the invoice we reserve the right to pursue third parties, such as the end user of the audio, for the Fees.
40. All payments must be made in British Pound Sterling (GBP) unless otherwise agreed in writing between us.

Sub-Contracting and Assignment

41. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
42. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

43. We can terminate the provision of the Services immediately if you:
 43. (a) Commit a material breach of your obligations under these Terms and Conditions (**Your Obligations**); or
 43. (b) Fail to make pay any amount due under the Contract on the due date for payment; or
 43. (c) Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 43. (d) Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 43. (e) Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
 43. (f) If the customer does not comply with these terms and conditions, we reserve the right to revoke any licence to the customer to use any audio supplied to the customer.

Intellectual property

44. We reserve all copyright and any other intellectual property rights which may subsist in any Goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and Indemnity

45. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
46. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

47. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- 47. (a) Any indirect, special or consequential loss, damage, costs, or expenses, or any remote loss or;
 - 47. (b) Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - 47. (c) Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control (as in clause 57); or
 - 47. (d) Any losses caused directly or indirectly by any failure or your breach in relation to your obligations, or failure to be reasonably available as outlined in clause 9; or
 - 47. (e) Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
48. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
49. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection

50. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
51. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
52. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
53. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
54. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
55. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
56. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website voiceovers-uk.com. For any enquiries or complaints regarding data privacy, you can email: martin@voiceovers-uk.com.

Circumstances Beyond a Party's Control

57. Neither Party is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party (force majeure). Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either Party may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

58. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
59. Notices shall be deemed to have been duly given:
- 59. (a) When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - 59. (b) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - 59. (c) On the fifth business day following mailing, if mailed by national ordinary mail; or

59. (d) On the tenth business day following mailing, if mailed by airmail.

60. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No Waiver

61. No delay, act or omission by a party in exercising any right or remedy shall constitute or be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

62. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

63. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.