

Terms & Conditions for Hiring a UK-based VoiceOver Artist

CONTENTS

| | |
|---|-----------|
| CONTENTS | 1 |
| 1 DEFINITION & UNDERTAKINGS | 3 |
| 1.1 Definition | 3 |
| 1.2 Undertakings of the VoiceOver Artist | 3 |
| 1.3 Undertakings of the Hirer | 3 |
| 2 ENGAGEMENT | 4 |
| 2.1 Booking | 4 |
| 2.2 Pencilling-in | 5 |
| 2.3 Test Commercials | 7 |
| 2.4 Auditions and Test recordings | 7 |
| 3 WORKING HOURS | 8 |
| 4 RECORDING | 9 |
| 4.1 Additional products and multiple versions | 9 |
| 4.2 Edits and Drop-ins | 10 |
| 4.3 Tags | 10 |
| 4.4 Presence of Client or Hirer | 11 |
| 5 USE FEES | 11 |
| 5.1 Intellectual property | 11 |
| 5.2 Usage and Renewal | 11 |
| 5.3 Fair Payment | 11 |
| 5.4 Limitation of Transmission | 12 |
| 5.5 Methods of paying Use Fees | 12 |
| 5.6 Licence for usage | 12 |

| | |
|--|-----------|
| 5.7 Transmission Fee | 13 |
| 5.8 Repeat Fees | 13 |
| 6 TIME OF PAYMENT | 15 |
| 6.1 Remittance Advice | 15 |
| 6.2 BSF or Session Fee | 15 |
| 6.3 Use Fees | 15 |
| 6.4 Late payment | 16 |
| 6.5 Monitoring of late payments | 16 |
| 7 NOTIFICATION TO THE VOICEOVER ARTIST | 16 |
| 8 EDITORIAL AND PR | 17 |
| 9 EDITING OF COMMERCIALS (or other CAMPAIGNS) | 17 |
| 10 CUT DOWN/NEW COMMERCIALS (or CAMPAIGNS) | 18 |
| 10.1 Cut down Commercial or Campaign | 18 |
| 10.2 New Commercial or Campaign | 18 |
| 11 TERMINATION | 18 |
| 11.1 Termination of the Campaign or the use of VoiceOver Artist | 18 |
| 11.2 Termination of Engagement and Recasting | 19 |
| 11.3 Illness, accident or Force Majeure | 20 |
| 12 SETTLEMENT OF DISPUTE | 20 |

1 DEFINITION & UNDERTAKINGS

1.1 Definition

1.1.1 This Document provides the guidelines for hiring a UK-based VoiceOver Artist (later also called "**VO Artist**").

1.1.2 Upon engaging the VO Artist for a recording in writing, **the Hirer** (which could be the Client, the Advertiser, the Producer, the Agent, or a different party) is accepting this Document as a binding agreement between themselves and the VO Artist; upon penciling the VO Artist, the Hirer confirms he subscribes to this Document which shall become a binding agreement 24 hours before the pencil, unless the pencil is released or postponed (see clause 2.2.2).

1.1.3 This Document is binding under English Law and shall apply also where the Hirer is based outside of the UK.

1.2 Undertakings of the VoiceOver Artist

1.2.1 The VoiceOver Artist undertakes to co-operate for a smooth process from the moment of the pencil or booking to the end of the recording session, or to the delivery of the recording if this is in the VO Artist's agreed responsibility for the concerned engagement. In accepting the engagement, the VO Artist is confirming their professional, medical and personal eligibility to represent the product concerned.

1.2.2 If, at this stage, the VO Artist realises that there is a conflict or doubt about their suitability, the VO Artist, their Agent or other representative must inform the Hirer as soon as possible or withdraw from the casting process.

1.2.3 At any stage during the casting process, the VO Artist, their Agent or other representative shall inform the Hirer as soon as possible if the VO Artist is no longer available.

1.3 Undertakings of the Hirer

1.3.1 In turn, the Hirer undertakes to furnish the VoiceOver Artist with all available details of the extent of the usage of any concerned recording when issuing the breakdown or when contacting the VO Artist or their Agent or other representative

(whichever is the soonest), and to provide a complete record of usage when making a payment (in line with 7.2).

1.3.2 Only when a VO Artist is pencilled-in is the Hirer allowed to ask the Artist, their Agent or other representative more searching questions about the Artist's professional, legal and medical suitability for the job. The VO Artist, in turn, recognises the Hirer's need to ask these questions and undertakes to provide accurate answers.

1.3.3 Once the final video, commercial or audio recording is ready, the transmission of the recording is occurring or the recording's post-production has been finalised by the Hirer's team, and unless otherwise agreed by the two parties, the Hirer will send an electronic copy of the final product, video, commercial or recording to the VO Artist for their own database and reel or website marketing, within 30 days from the VO Artist's request.

2 ENGAGEMENT

2.1 Booking

2.1.1 Once the Hirer sends official confirmation of booking in writing to the VO Artist or their Agent, and the VO Artist confirms their presence to the Hirer or their own Agent, the VO Artist shall be considered officially engaged for the job and this Document shall become a binding Contract between the VO Artist and the Hirer.

2.1.2 Any official confirmation of a booking of the VO Artist shall include the VO Artist's fee(s), the Hirer's name, the VO Artist's name, the job description or number and the date, time (including start- and end-times) and place of the recording; it shall also include any agreed usage of the recording, although this can be decided or amended later, always behind agreement from the VO Artist.

2.1.3 Whenever possible, a script should be sent to the VO Artist as well ahead of the recording, but this can be given to

the VO Artist on the day of the recording or at the beginning of the session itself, if that is the Hirer's choice.

2.1.4 It is not the VO Artist's job to check or provide any translations, although they might offer to help with this for a fee to be negotiated with the VO Artist or their Agent.

2.1.5 If a confirmed booking is cancelled within 24 hours of the session, a cancellation fee shall become payable as follows:

- for recordings at the VO Artist's own Home Studio, the cancellation fee shall represent not less than 100% of the Artist's BSF (or Session Fee) for one hour;
- for recordings in a location different to the VO Artist's own home studio, the cancellation fee shall represent not less than 100% of the BSF for the number of hours booked;
- for any location, any previously agreed expense to be covered by the Hirer, if any, will be covered as agreed.

2.2 Pencilling-in

2.2.1 A '**pencil**' (and hence 'pencilling-in') is designed to indicate the VoiceOver Artist is one of a small number of candidates in the running for the engagement and can be placed on a VoiceOver Artist at any stage during the casting process; pencilling-in of the VO Artist prior to confirming their engagement is also designed to permit the Hirer to obtain all necessary decisions from the Client to proceed.

2.2.2 A pencilled-in engagement must be confirmed or released at least 24 hours or 1 working day before the job time (whichever is the longest). This is in the Hirer's responsibility; hence, **unless cancellation or postponement request is sent to the VO Artist in time, a pencil shall automatically be considered confirmed as a full booking when it's 24 hours left till the job time (or 1 working day: e.g., a pencil on Monday 9am shall normally be considered confirmed as booking on the previous Friday 9am — see clause on Working Hours), and this Document shall become a binding agreement between the Hirer and the VO Artist.**

2.2.3 It is recognised that pencilling-in does not constitute a contractual obligation and does not bind either side, with the exception of clause 2.2.2. A pencil, therefore, does not prevent a VO Artist from attending another casting session or booking.

2.2.4 In any event, pencilling-in shall not be used as a method of retaining a broad spectrum of potential candidates, or to avoid confirmation of the booking of the VO Artist until the last minute: the Hirer will strive to confirm the booking or release the pencil as soon as it is possible.

2.2.5 The Hirer, or the Casting Director on their behalf, shall at the outset endeavour to notify the pencilled VO Artist how long it is anticipated that they will be on a pencil.

2.2.6 The VO Artist, their Agent or other representative shall notify the Hirer in the event that the pencilled VO Artist receives an offer for another engagement. Then, should the Hirer wish to engage the VO Artist (and the VO Artist's dates allow), the Hirer shall then either:

- confirm whether or not the Hirer would like to engage the VO Artist, or:
- agree with the VO Artist, their Agent or other representative a minimum time within which the Hirer will be able either to confirm the booking or release the VO Artist to take the other job, or:
- negotiate with the VO Artist, their Agent or other representative to enable the VO Artist to fulfil both/all engagements wherever practically possible.

2.2.7 In any event, should the VO Artist decide to cancel a pencil, the VO Artist, their Agent or other representative shall undertake to notify the Hirer or the Casting Director immediately.

2.2.8 When the Hirer has taken the decision not to confirm a pencil, they shall notify the VO Artist, their Agent or other representative as soon as possible and within 24 hours, so that the VO Artist is free to take other work.

2.3 Test Commercials

2.3.1 Tests (or demos; and sometimes animatics) are recordings made prior to broadcast for market research, to test voice suitability, or to assist in the development of a range of early versions of a commercial.

2.3.2 A test session shall be a period of not more than 1 hour, unless previously agreed with the VO Artist.

2.3.3 A test commercial shall be treated as a commercial made for broadcast when negotiating the VoiceOver Artist's BSF.

2.3.4 Such commercials may only be used for such purposes and not for broadcast, without the express written consent of the VoiceOver Artist.

2.3.5 It is agreed that it is best practice that any VoiceOver Artist used in a test or demo should be informed if their voice is ultimately not used in the broadcast commercial.

2.3.6 Any test or demo subsequently broadcast on any platform shall qualify for Use Fees and the VoiceOver Artist or the duly authorised Agent shall be informed prior to such use.

2.3.7 The Advertiser shall use its best endeavours to notify the VoiceOver Artist or their duly authorised agent or representative in writing.

2.3.8 If the commercial is to be transmitted, then a definite transmission date commencing no later than 6 weeks from the date of such notification must be given in writing and a contract issued prior to any use.

2.3.9 For the avoidance of doubt, 'transmission' shall mean when the commercial is broadcast in any form and by any method now known or hereafter devised.

2.4 Auditions and Test recordings

2.4.1 The Hirer or Casting Director may request a demo, audition or test recording to check the VO Artist's suitability for the job, the quality of their recording studio or the quality of a live remote call.

2.4.2 Any script sent to the VO Artist shall be kept private and won't be shared with anyone else, if the Hirer or Casting Director requests this.

2.4.3 Any test or audition recorded by the VO Artist and sent to the Hirer or Casting Director must be kept private and not be sent to anyone else (except from the Casting Director the Hirer or Client), nor used in any other way than for the purposes of casting the VO Artist for the job.

2.4.4 It is illegal under English Law and considered gross misconduct to share or use (including broadcasting, internal or external) a test or audition without the VO Artist's consent. In such a case, the VO Artist or their Agent may bring the case to court and/or obtain immediate payment for their BSF and such usage, plus any interest for the delay in payment from the Hirer, as per clauses 6.3 [Use Fees] and 6.4 [Late Payment].

2.4.5 Should the Hirer or the Casting Director not select the VO Artist, they shall notify them and proceed to delete or destroy any audition or test from such VO Artist in their database within 30 days, unless it has been agreed by the VO Artist that they can keep it on record.

2.4.6 Should the Hirer require the VO Artist to sign an Non-Disclosure Agreement (or "NDA") before they see the script for an audition, they may request this, provided that under English Law no NDA may include the fee for the VO Artist or the working conditions for the potential engagement.

3 WORKING HOURS

3.1 Usual working hours shall be Monday to Friday 9.00am to 6.00pm, excluding public holidays.

3.2 A regular session shall be a period of not more than 1 hour. The minimum booking shall be 1 hour. After that, further slots of 30 or 60 minutes may be booked, e.g. booked sessions can be of 1 hour, 1.5 hours, 2 hours, etc. It shall also be possible to book half-days or full-days.

3.3 Should the session go beyond the agreed booked time, slots of 30 minutes will automatically be added to the booking to cover for the extra time, and the VO Artist may charge for that time.

3.4 If the VoiceOver Artist is required by the Hirer to attend a session outside his/her/their regular working hours, additional fees shall be payable. Engagements taking place outside these times between Monday and Friday shall attract an additional payment of not less than 50% of the BSF (also known as The Session Fee) per session. Payment for sessions during weekends or public holidays shall attract an additional payment of not less than 100% of the BSF (or Session Fee) per session. Such payments shall not qualify for Use Fees.

3.5 It is agreed that, should the need to hold the session outside of these usual hours be caused by the Voice-Over Artist's unavailability, only the terms of the usual working hours shall apply.

4 RECORDING

4.1 Additional products and multiple versions

4.1.1 Commercials may be made for more than one product within the same session but shall be subject to further negotiation between the VoiceOver Artist and the Hirer, and a separate contract and payment of not less than the VO Artist's original session fee per commercial shall be issued.

4.1.2 The exception to the above is that a VoiceOver Artist may be required to record several versions of the same commercial for a generic product (e.g. several varieties of the same Advertiser's soup). In such cases, these versions will be considered to be one commercial for both session and use fee purposes, provided that any script changes relate to the generic product only. See also clause on Tags.

4.2 Edits and Drop-ins

4.2.1 If a commercial, video or audio campaign is visually altered (i.e. an Edit as opposed to a Cut down/New Commercial as defined respectively in Clauses 9 and 10 of this Document) and/or entirely re-voiced, it shall qualify as a new commercial for use fee purposes. Drop-in amendments (i.e. word changes), if they are the sole change to an original commercial, shall qualify for use fee purposes as if the re-made version were the original. The VoiceOver Artist shall, however, be entitled to a new BSF (or Session Fee) when they attend a session to record such word changes.

4.3 Tags

4.3.1 A Tag is an appendage added to a commercial solely for the purpose of adapting the same film to such things as specific dates, areas, dealers, price changes or product variations e.g. a retailer promoting different products available for sale within its own store.

4.3.2 A VoiceOver Artist will be told in advance of the session if tags are to be recorded so that an appropriate session fee can be negotiated with this in mind.

4.3.3 In the event that a VoiceOver Artist is required to record tags during the same session for which they are engaged for a commercial(s), the VO Artist shall receive a supplementary payment of one-tenth of the negotiated session fee per tag in addition to the BSF (or Session Fee). Such supplementary tag payments shall not qualify for Use Fees.

4.3.4 In the event that a VoiceOver Artist is engaged in a separate session solely to record tags the VO Artist shall receive their BSF (or Session Fee) for the first tag, and a supplementary amount equal to one-tenth of the BSF (or Session Fee) for each additional tag. Such supplementary tag payments shall not qualify for Use Fees.

4.3.5 Payments made for tags shall not qualify for Use Fees where the original VoiceOver Artist is used to adapt the commercial. A commercial so adapted by the original VO Artist

shall continue to be counted for use fee purposes as if the re-made version was the original.

4.4 Presence of Client or Hirer

4.4.1 Should the Client or Hirer wish to attend the recording session live, either in person or via remote connection, the VO Artist or their Agent may charge an additional £125.00 for this (excluding any agency fee).

5 USE FEES

5.1 Intellectual property

All recordings of the VO Artist's voice are and always will be intellectual property of the VO Artist themselves under English Law, and will be subject to licensing terms which must be agreed in writing prior to usage. Licensing terms will include "**Use Fees**".

5.2 Usage and Renewal

The usage of a recording has to be agreed by both parties upon engagement of the VO Artist or whenever possible prior to using it. The usage will be only for the purposes, territories, periods of time and channels agreed by both parties. At the end of such periods of time, one of the following two cases will occur: the transmissions will end, or: the Hirer will contact the VO Artist to negotiate a renewal of usage. The Hirer will contact the VO Artist at least 30 days before the expiry of the agreed period of time to discuss a renewal of usage.

5.3 Fair Payment

5.3.1 As agreed by Equity and the PMA, to ensure a VO Artist is not underpaid, regardless of where the recording takes place or where geographically it shall be broadcasted, Use fees shall be in line with the relevant local industry-approved rate card or the relevant local average fees (here by "local" referring to the country or countries of destination of a commercial, campaign or other recording usage), unless in exceptional cases

previously agreed with the VO Artist or their Agent (e.g. charity work).

5.3.2 The Hirer shall consult the relevant documentation and/or networks in order to ensure they can offer a fair payment, or: the Hirer shall entrust the VO Artist or their Agent to charge in line with the relevant rate card or average industry fees.

5.3.3 Only in cases of mixed international usage (e.g. the same commercial being broadcasted in more than one country), figures may be rounded up and negotiated by a coefficient calculator (such as www.usefee.tv).

5.4 Limitation of Transmission

No part of the VO Artist's performance shall be used or transmitted in connection with any product or service other than such products or services as may be specified upon engagement, except with the express consent of the VO Artist.

5.5 Methods of paying Use Fees

- As a licence for a specific period of time and/or under designated terms of transmission (see Clause 5.6 below), or:
- As a Transmission fee plus repeat fees based on TVRs (see Clauses 5.7 and 5.8 below).

5.6 Licence for usage

5.6.1 Where possible full details of the licence should be made available when approaching VO Artists for casting sessions or work.

5.6.2 Terms of the licence shall include information covering the following areas:

- Client and Product
- Period of Licence including date of first transmission
- Number of Commercials (and/or other form of media), titles and lengths/cut-downs

- Projected Number of TVRs
- Details of TV Channels and/or other media being used (such as Radio Channels, online paid-for space, online unpaid-for space, Social Media, Client's own website, etc.)
- Countries of Transmission
- Proposed Fee
- Payment Terms

5.7 Transmission Fee

After the first transmission of the commercial on any channel, the Hirer shall pay to the VO Artist, in addition to Use Fees under 14.4 below, a single transmission fee equivalent to 100% of the VO Artist's BSF (also known as the Session Fee), except that for commercials made for and transmitted only in a single ITV area accounting for less than 10% of UK individuals (aged 4 and over) the Transmission Fee shall be treated as a non-refundable advance against which Use Fees subsequently earned shall be credited. Payment of this fee shall grant to the Hirer the right to unrestricted access to and showing of the commercial on any or all television channels irrespective of signal delivery system (i.e. terrestrial, satellite, cable or any other means). The Transmission Fee shall not qualify for Use Fees.

5.8 Repeat Fees

5.8.1 The Use Fees payable to the VO Artist for each transmission of the commercial (including the first) in which the VO Artist's voice is featured shall be calculated by reference to the number of UK individuals (aged 4 and over) reported to have viewed the commercial transmission by the audience measurement service operated by the Broadcasters' Audience Research Board (BARB). Viewing shall be defined as 'consolidated viewing' (i.e. live viewing plus normal/VCR playback viewing within 168 hours of the recording).

5.8.2 The audience as defined in 14.4.1 above for all the transmissions of the commercial on all UK television services

(irrespective of signal delivery system) in each calendar month shall be accumulated to arrive at a total number of individual (aged 4 and over) viewing occasions.

5.8.3 The total arrived at in 14.4.2 above shall be expressed as a percentage (TVR) of the total number of UK individuals aged 4 and over. The resulting figure is the Network TVR (TV Rating) delivered by the commercial among UK individuals aged 4 and over. It should be noted that if the commercial is transmitted on a regional basis, rather than network, the resulting TVRs will be lower.

5.8.4 The Use Fees payable shall then be calculated according to the following scale, which provides for 4 separate and declining rates as the commercial gains a larger cumulative audience:

| Stage TVR | Network TVR Band | Rate Per Network (per cent of BSF/Shoot Fee) |
|------------------|---------------------------------|---|
| 1 | Between 0 and (including) 200 | 7.41% |
| 2 | Between 200 and (including) 400 | 3.68% |
| 3 | Between 400 and (including) 800 | 2.42% |
| 4 | Over 800 | 1.64% |

5.8.5 For calculation purposes for usage on UK territory or a mixed international use (e.g. same commercial broadcasted in more than one country) see www.usefee.tv

5.8.6 As agreed by Equity and the PMA, **for calculation purposes for usage on one specific foreign territory, usage fees should be in line with the relevant local industry-approved rate card or the average local rates** (see Clause 5.3 [Fair Payment]).

5.8.7 If the commercial achieves a cumulative Network TVR of 800, all subsequent Network TVRs achieved during the life of the commercial shall be calculated at the Stage 4 rate of 1.64% of the BSF per Network TVR.

6 TIME OF PAYMENT

6.1 Remittance Advice

All fees must have a full and detailed accompanying remittance advice statement showing payment, deductions and, in the case of Use Fees, TVRs, the time period and territories (see also Clause 7.2)

6.2 BSF or Session Fee

6.2.1 The Hirer shall pay to the VO Artist or their Agent all remuneration due for the hours of engagement (the BSF or Session Fee and any previously agreed extra or expense) within 30 days of the record date. 10 extra days are allowed for payment to reach the VO Artist via their own Agent.

6.2.2 If the agreement is that use fees and BSF are to be paid in one lump sum or buyout, this should be paid within 30 days of the record date.

6.3 Use Fees

6.3.1 Under English Law, the Hirer shall pay to the VO Artist the appropriate Use Fees (subject to the provisions of 6.3.5 below) within the first month following the month in which a transmission of the recording occurs, e.g. transmissions occurring in January shall be payable by the end of February.

6.3.2 If longer time is needed for the Hirer to obtain funds and make the payment to the VO Artist, the Hirer must agree this with the VO Artist or their Agent at the time of engagement or as soon as possible and always before 30 days after the record date. It is, however, in the VO Artist's right to refuse any prorogation of payment, unless previously agreed.

6.3.3 BACS shall be the preferred form of payment and the VO Artist, their Agent or other representative, shall be informed when the payment has been made. If an alternative method is to be used, it must be specified at the time of engagement.

6.3.4 Use Fees shall be paid without an invoice necessarily being required. However, an invoice will be provided by the VO Artist when requested.

6.3.5 Notwithstanding anything to the contrary in Clause 5 [Use Fees], payment in respect of any transmission thereunder may be made in advance. Such payments shall not be recoverable from the VO Artist if any transmissions to which they relate do not take place.

6.3.6 In no circumstance, the VO Artist will be liable to give refunds.

6.4 Late payment

With effect from payments due on or after 1st May 2011, in the event that the Hirer does not make payments to the VO Artist according to the timetables stipulated in 6.3 above, the Hirer shall make an additional payment to the VO Artist of 1.5% compound of the sum outstanding for each month or part of a month by which payments of fees are delayed.

6.5 Monitoring of late payments

Equity shall provide to the Institute of Practitioners in Advertising a monthly report of any late payers notified to it by its VO Artists members and/or their agents so as to enable the Institute to contact the finance director of any advertising agency or company concerned and to expedite the payment of any fees outstanding.

7 NOTIFICATION TO THE VOICEOVER ARTIST

7.1 The Hirer shall notify the VO Artist of the date of the first use of the commercial at the time of payment of the first Use Fees.

7.2 The Hirer shall notify the VO Artist of the audience expressed as TVRs and/or equivalent counting mechanisms, the period of use covered, and all area(s)/channel(s) and other media platforms concerned when making use fee payments to the VO Artist.

7.3 The Advertiser shall notify the VO Artist if their performance is cut out of the commercial entirely.

7.4 In respect of each commercial, video or product obtained through recordings made under this Document where usage is paid by repeat fees, the Hirer shall, at the request of the VO Artist, notify them of the date of the first transmission and the total audience reached by the commercial expressed as TVRs and/or equivalent counting mechanisms, and any other usage in each area(s)/ channel(s), other media and cinema up to the date of the VO Artist's request.

8 EDITORIAL AND PR

8.1 The Artist agrees that the commercial or clips from the recording may be used for editorial and PR use; for Client, Agency or Production Company promotion; awards entries; and Agency and Production Company websites and showreels in perpetuity without any additional fees being due to the VO Artist.

8.2 For the avoidance of doubt such use shall be expressly for promotional purposes only and shall exclude any transmission on any media platform, which shall be paid for as laid out in this Document. Both the VO Artist's agreement and the restriction on this promotional use shall be in perpetuity.

8.3 Similarly, once the commercial, video or recording has begun transmission on any media platform, the VO Artist shall have the right to use the commercial, video or recording (and any images or audio clips taken therefrom) on their own voice-reel, website and/or Agent's website for promotional purposes only in perpetuity.

9 EDITING OF COMMERCIALS (or other CAMPAIGNS)

9.1 If the entire performance of a VO Artist is cut from any commercial, video or audio campaign, Use Fees cease to be payable to that VO Artist (unless Use Fees have been guaranteed or already paid to the VO Artist).

9.2 If any part of a performance remains, Use Fees continue to be payable on the basis of the original contract.

10 CUT DOWN/NEW COMMERCIALS (or CAMPAIGNS)

10.1 Cut down Commercial or Campaign

In the event of a commercial or other campaign being cut down to a shorter version, the VO Artist will continue to receive Use Fees on the basis of their original agreed engagement for the existing commercial.

10.2 New Commercial or Campaign

10.2.1 If either all or part of an existing commercial or other campaign is used to produce a new or different commercial or campaign (other than a cut down), then subject to the consent of the VO Artist and agreement with the Hirer, a new BSF shall be negotiated.

10.2.2 A 'new, or different commercial or campaign' shall be one that does not appear on the original engagement.

10.2.3 This new BSF shall not be less than the BSF for the existing commercial or campaign and the VO Artist will receive a new official engagement in writing for the new commercial or campaign.

10.2.4 Such an agreed BSF will be paid to the VO Artist along with Use Fees calculated on the basis of the new engagement.

11 TERMINATION

11.1 Termination of the Campaign or the use of VoiceOver Artist

11.1.1 After booking the VO Artist, and before 24 hours (or 1 working day — see clause 2.2.2) to the recording time, should the Client/Hirer wish to cancel the booking, they may do so by

contacting the VO Artist or their duly authorised Agent as soon as possible.

11.1.2 Where the services of a VoiceOver Artist are utilised for a series of commercials, commercial campaigns or other regular work, the Hirer or their agency shall use their best endeavours to notify the VO Artist, their duly authorised agent or representative of the Client/Hirer's intention to terminate their contract.

11.1.3 In the above cases, the present Contract shall be considered terminated and no monies shall be due to the VO Artist or their Agent other than those previously guaranteed, if any, including any travel tickets or other authorised expense already sustained by the VO Artist for the purposes of such engagement.

11.2 Termination of Engagement and Recasting

11.2.1 The VO Artist shall make sure they will remain available when booked for a recording. However, should for any reason the VO Artist become unavailable for the engagement after having been booked by the Hirer, the VO Artist shall endeavour to inform the Hirer as soon as possible.

11.2.2 No compensation or monies shall be due by the VO Artist for their unavailability at any point, unless in case of gross misconduct (such as failure to contact the Hirer before the time of the engagement comes).

11.2.3 If the VO Artist is unable to fulfill or complete their engagement then the Hirer may at their option either:

- terminate the engagement forthwith upon payment to the VO Artist of monies accrued due up to the time of the VO Artist's incapacity but without prejudice to the VO Artist's rights under Clause 5 [Use Fees] hereof; or
- make such other arrangements with the VO Artist by way of postponement and the like as may be practicable to fulfil the engagement.

11.3 Illness, accident or Force Majeure

11.3.1 If the VO Artist falls ill, has an accident or can't make the time of engagement due to force majeure (i.e. situations beyond the VO Artist's control), they shall not be held responsible and no compensation or monies will be due from them, provided they will endeavour to inform the Hirer as soon as possible and within their capabilities.

11.3.2 If the recording is prevented or interrupted by reason of any cause beyond the control of the Hirer/Producer/Client then the Hirer may either cancel the engagement (in which event they shall pay to the VO Artist all monies accrued to the date of such cancellation) or make such other arrangements with the VO Artist by way of postponement and the like as may be practicable to fulfill the engagement.

12 SETTLEMENT OF DISPUTE

In the unlikely event of a dispute arising between the VO Artist and the Hirer arising from or in connection with the VO Artist's engagement which cannot be resolved by the parties, the case may be brought to English Courts.