

BETWEEN:

- (1) **BLAKEVOICE** whose office is at Neates House, Neates Yard, 120, High St, Marlborough, Wiltshire, SN8 1LZ ("**Blakevoice**"); and
- (2) [**CLIENT NAME**] of [business address] ("**Client**")

BACKGROUND:

Client proposes to produce [a voice over OR a series of [NUMBER] voice overs ("**Voice Over(s)**"), each of [NUMBER] minutes and wishes to engage Blakevoice to be the Voiceover artist ("**Artist**"). The agreement between Blakevoice and Client is as follows.

IT IS AGREED:

1. ENGAGEMENT

- 1.1. In consideration of payment to Blakevoice of the Fee as set out in clause 4 below, Client hereby engages Blakevoice which hereby agrees to render to Client the services as the Artist of the Voice Over on the terms and conditions set out in this agreement.
- 1.2. Voice Over shall be recorded in the English language by Artist and shall include only voice over performance services and shall not, unless otherwise agreed, include any other services such as copywriting, production, adding underlying "tracks" such as music beds, "foley" sounds or sound effects, translations, rewriting of copy, etc. The only services that shall be provided under this Agreement are that Artist shall perform the script or copy exactly as provided by Client at a production facility supplied by Client or at Blakevoice office, at Client choice. Blakevoice shall provide "broadcast quality" digital files of the performance ("**Digital Files**") to Client in accordance with this Agreement.

2. TERM

Client shall be entitled to Blakevoice services as from [[♦] to [♦] during which time Artist shall provide services to Client on the terms set out in this agreement; and: [*Drafting Note: choose one*]

- 2.1. [on an exclusive basis on [SPECIFIC DATES OR [DATE] to [DATE]];
- 2.2. [on a first call basis on [SPECIFIC DATES OR [DATE] to [DATE]];
- 2.3. [on a non-exclusive basis on [SPECIFIC DATES OR [DATE] to [DATE]].]

3. SCOPE OF USAGE OF DIGITAL FILES

- 3.1. The final digital files as delivered by Artist under this agreement are intended to be used for [insert][*Drafting Note: insert details of use of the voice over*].
- 3.2. The Client is not obligated to use the services of the Artist (in whole or in part) or to develop, produce, exhibit, distribute or otherwise exploit the Voice Over, or, if commenced, to continue to use the services of the Artist. At all times, the Client's sole obligation(s) to the Artist shall be as expressly set forth in this Agreement.

4. PAYMENT TERMS

- 4.1. In full payment for the Artist's services and the rights and privileges granted to the Client hereunder, and provided that the Artist is not in uncured material breach of this Agreement, the Client shall pay to the Artist *[insert]* **[Drafting Note: insert fee (e.g. agreed lump sum, rate of X per hour/page etc)]**, subject to the deduction of such taxes and withholdings as are authorised or required by law.
- 4.2. **[Drafting Note: only use on a rate per page deal]** [All per page projects will be quoted by Artist using **[Drafting Note: this is a suggested per page specification – adapt as necessary]** [Microsoft Word documents, in 12 point Helvetica font size. Margins will be 1.25 left, 1.25 right with 1 inch margins on the top and bottom of the page.] If scripts are sent in other formats, they will be converted to these specifications for price quotes.
- 4.3. Payments will be made according to a payment schedule (50% on order and 50% upon completion of the work by Artist) by Electronic Bank Transfer as follows: NatWest Bank - Sort Code 52-30-27, Account Number 35523816

5. SERVICES, RECORDING SESSION AND SCOPE OF DELIVERY OF DIGITAL FILES

- 5.1. Artist shall render the Voice Over services to the best of the Artist's ability, and subject to Client's reasonable direction and control. Artist will abide by all reasonable rules, regulations, directions and instructions of the Client when performing the Voice Over services.
- 5.2. If session is supervised by the Client and conducted using [ISDN][Source Connect] *[insert other methods]*, Client shall reimburse Artist for those costs, or shall provide a recording facility to Artist that provides those services. **[Drafting note: please confirm]**

If session is unsupervised, recordings will be sent to Client via: [email][YouSendit or similar service][FTP][Compact Disc][Flash Drive]*[insert other method]*.
- 5.3. The Digital Files hereunder shall be delivered *[insert timing requirement]* to *[insert recipient]* in [mp3][wav][aiff]*[insert other digital format]*. Time is of the essence.

6. COPY REVISIONS/REREADS

- 6.1. **[Drafting Note: use only if Voice over session is supervised by Client]** For supervised sessions, once recording is completed by Artist, any balance of payment in full is due and if any revisions to the script are made, or rereads are requested of Artist, Artist shall be entitled to an amount equal to the amount paid under this contract for such revisions or redo, unless Client and Artist agree on a different rate.
- 6.2. **[Drafting Note: use only if Voice over session is not to be supervised by Client]** For unsupervised sessions, upon request of the Client, Artist will send a sample mp3 via email or ftp for approval by Client. Upon approval by Client, Artist will deliver the files as per above upon receipt of final payment. Any revision requests made at that point shall be paid at the same rate of this Contract unless Client and Artist agree on a different rate.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Blakevoice hereby assigns to Client absolutely all the copyright and other rights (including without limitation all performers' property rights under Part II of the Copyright, Designs and Patents Act 1988 ("CDPA")) throughout the world in all media whether now known or hereafter created or developed for the full period of copyright including all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as possible, in perpetuity)

including by way of present assignment of future copyright and all other rights whatsoever in all products of Artist services under this agreement, including, without limitation, all performances and literary, dramatic, artistic and musical material contributed by Client to the Voice Over ("**Contribution**").

- 7.2. Blakevoice hereby irrevocably grants to Client worldwide its consent to make the fullest use of the Contribution (and any extracts from the Contribution) in any and all media worldwide, both as part of the Voice Over and in other content owned, controlled or represented by Client.
- 7.3. Blakevoice hereby irrevocably grants to Client its consent worldwide to use, and to authorise others to use, Artist's name, voice, biography and likeness (such biography and likeness to be pre-approved by Artist in writing, such approval not to be unreasonably withheld or delayed) and recordings of interviews commissioned by Client in connection with the exploitation, advertising and promotion of the Voice Over and products relating to the Voice Over, including without limitation DVDs and merchandising, provided always that no such use shall suggest that Artist endorses any commercial products or services other than the Voice Over, products related to the Voice Over and the broadcasters or distributors of the Voice Over.
- 7.4. Blakevoice acknowledges that Client has the right to edit, copy, alter, add to, take from, adapt, translate and dub into one or more foreign languages the Contribution and the Voice Over and Artist hereby irrevocably and unconditionally waives the benefit of its moral rights arising under Parts I and II of the CDPA and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction in favour of Client and all its licensees, sublicensees, assignees and successors in title to the copyright in the Contribution.
- 7.5. Client shall be entitled to dub the Contribution with recordings in any language of voices other than my own, speaking my lines, and to add sound effects across my performance.
- 7.6. Blakevoice agrees to do all such acts and execute such documents as Client may reasonably require to vest in or confirm to Client or its successors in title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by Artist to Client under this agreement. Client shall reimburse Blakevoice all reasonable costs incurred by it in so doing.

8. WARRANTIES AND INDEMNITY

- 8.1. Blakevoice hereby warrants, represents and undertakes to Client that:
 - (a) it has legal capacity and is currently free contractually to enter into and to perform this agreement in the UK and has not entered and, unless otherwise agreed, shall not enter into any professional or other commitment which would or might conflict with or prevent it from doing so;
 - (b) Artist is eighteen years of age or older and if required to do so by Client, agrees to provide Client with evidence to confirm the same;
 - (c) it does not have any unspent criminal convictions of any kind subsisting at the date of this agreement;
 - (d) the rights granted by Blakevoice to Client are vested in Client absolutely and Blakevoice has not previously assigned, licensed or in any way encumbered the same and Blakevoice hereby agrees not to do so in the future;

- (e) the Contribution will not contain any defamatory matter nor breach any contract, law (including without limitation data protection law, the Official Secrets Act 1989 or other legislation relating to national security) nor breach any duty of confidentiality, infringe any copyright or data protection right nor constitute contempt of court provided that Client shall not be entitled to bring any claim against Blakevoice in respect of any material provided by Client to Artist that does prove to be defamatory unless it was included as a result of Artist negligence or malice; and
- (f) the Contribution will be wholly original to Artist and will not infringe the copyright or any other rights of any third party.

9. ENTIRE AGREEMENT

- 9.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 9.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 9.4. Nothing in this clause shall limit or exclude any liability for fraud.

10. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, producers or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11 and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR nonexclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

SCHEDULE 1: DESCRIPTION OF VOICE OVER

