

TERMS & CONDITIONS

These are the terms and conditions of Bart Kooiman, voice-over artist working under the business name 'Mijn stem heb je' (translated: 'My voice is all yours!') established at Oosterlengte 13, 3454RG in Utrecht, the Netherlands.

These terms and conditions apply to every quotation and/or job assignment (in writing or by email) between contractor (Bart Kooiman) and client.

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Quotation and job assignment

All quotations will be delivered by email, are non-obligatory and are valid for 28 days, unless agreed upon otherwise by email.

A job assignment will be valid from the moment that the quotation c.q. the fee for an assignment is confirmed by the client by email.

The client has the right to cancel the assignment free of charge, in writing or by email and within 24 hours after accepting the quotation. After that, the client is obliged to pay 50% of the full quote regarding the assignment.

All assignments will be delivered by the client, including a final (complete and free of errors) script and an unambiguous briefing regarding the goal of the production, target audience, preferred tone of voice, length of the recording and technical specifications.

I am entitled to revoke quotations and delivery terms in case I have not been able to view the script or listen to the audio necessary to perform the assignment. Or in case of force majeure. I am also entitled to revoke quotations and delivery terms in case the supplied materials (script and/or audio) differ from the agreed assignment.

Rates and retake rights

For all productions I apply fixed rates. I announce these rates prior to accepting an assignment. Said rates are always exclusive of VAT.

My rates include the use of my home studio. Any other expenses, for instance travel expenses, accommodation costs and rent of specific audio equipment or a different acoustically treated recording space will be charged when due.

Included in the rates is the right of one retake regarding tone of voice.

In case changes compared to the briefing regarding tone of voice are communicated after recording, extra expenses will be charged to the client.

Subsequent text changes that result in a new recording will be charged to the client in the shape of a new assignment.

Pronunciation errors through no fault of the client will be corrected free of charge.

Spreekfouten door mij worden kosteloos aangepast.

In case the client (or a designated representative and/or director) is present during the recording, either virtually or physically, the previously mentioned retake right on tone of voice expires.

Minor deviations in sound of voice or recording levels are no legitimate reason to reject a recording and/or to cancel the assignment.

Rates are based on recordings per script, production type and broadcast medium. In case there is more than one script to be recorded for the purpose of a production, a separate agreement regarding rates will be made per script. In case one recorded script will be used in more than one production type and/or broadcast medium, a separate agreement will also be made for those.

Usage in adverts and pushed media

The client communicates which broadcast medium/media will be used for the production with my voice recording, specifying whether the assignment is intended for a local, regional, national or international broadcast channel. A local channel is a channel that is received in no more than one municipality. A regional channel is everything with a bigger range up to a maximum of three provinces. A national channel is a channel that can be received in at least four provinces. Internet coverage is considered to be international.

Commercial productions (i.e. adverts or pushed online video) using my voice-over recordings, have obtained limited usage rights (or 'buy-out') for up to a maximum of 12 months, until it expires on a date no later than 13 months after the recording was sent to the client, unless otherwise agreed before the recording date.

In case a production is used after the expiration of the buy-out period, 50% of the agreed rate will be invoiced for a new buy out period up to a maximum of 12 months. Client is obliged to inform me of any wish to extend the buy-out period, no later than 28 days before the agreed buy-out period expires. If the client fails to do so, I reserve the right to reclaim the voice recording and have all publications removed. Any costs or damage this may cause will be reclaimed from the client.

Artificial intelligence

Ad. Machine learning, synthesizing / artificial intelligence

- 1) The client explicitly agrees that no part of the voice recordings will be used for any other purpose than specified in the agreed assignment, including but not limited to the creation of synthetic voices or machine learning.
- 2) The client will not use any part of the voice recording to simulate a likeness of the voice or to create a synthetic or any other voice similar to mine, without my knowledge and express written permission.
- 3) The client will not sell or transfer ownership of any part of the recordings to third parties without my knowledge and express written permission.
- 4) The client will not enter into agreements on my behalf in which the recordings are used in whole or in part, without my knowledge and express written permission.

The client is obliged to use the production(s) covered by the agreement exclusively for the agreed purpose and for no longer than the agreed period. If the client uses the productions for a different purpose or period, I will charge additional costs.

Invoicing and payment

After recording the audio, the client receives an invoice. The client must pay this within 28 days.

If the client does not pay the invoice within the payment period, I reserve the right to charge collection costs plus the legally determined credit percentage to the client, to reclaim the recorded text and to have any publication removed. Any costs or damage resulting this may cause will be recovered from the client.

Publication of my recordings are only allowed after payment, unless otherwise agreed.

Audio delivery deadline

The delivery deadline or delivery date of my voice recordings is mutually determined in advance of the recording. In case the client does not deliver the script and/or other necessary materials on time, I reserve the right to deviate from the agreed delivery deadline.

Audio delivery and promotion

The audio is raw unedited unless otherwise agreed. Raw unedited means that the breaths, clicks, pops et cetera can be audible. Of course, the recording is free of mispronunciations. I will send the audio as a .wav file via Wetransfer.com, or through another agreed medium.

I reserve the right to use produced voice-over material to promote my services, unless in case of clearly confidential information, or if the client indicates in advance in writing that this is not allowed.

These general terms and conditions are subject to Dutch law.