

VOICE – GUILD OF ANNOUNCERS AND VOICEOVER ARTISTS GENERAL CONTRACTUAL TERMS

1. The agreed usage license and exploitation rights for any and all voiceover services provided are only acquired upon full payment of the fees charged.
2. The invoice issued by the artist is due for payment immediately without deduction.
In the event of late payment, interest on arrears at a rate of 1% per month is due from the 15th day.
3. Making an appointment with the relevant recording studio also constitutes an order from the client.
4. In the event of cancellation within a period of 24 hours prior to the agreed recording session, a cancellation fee will be charged at the applicable rate.
5. Once the duration of the recording session has passed and/or upon client approval of the recording in the studio, the service is deemed to have been rendered and completed - and payment for that service is due in full.
6. Unless otherwise specifically agreed upon in writing, commercial usage licenses are limited to one year, commencing on the date of the recording session. Said licenses are strictly limited to the duration, medium or media and geographical area stipulated in the invoice.
7. The client undertakes to obtain the voiceover artist's consent if they intend to use the audio recording or recordings (in original or any modified form) in a different medium or if they intend to reuse or continue to use the audio recording or recordings after the end of the initial usage license.
8. In the event of the client intending to use a voiceover recording for one or several of the following:
 - a. after the period of the initial usage license has expired
 - b. in a modified form (newly compiled)
 - c. for a medium or media not specified in the original invoice
 - d. or in a geographical area or areas other than those specified in the original invoice, the client is legally obligated to inform the voiceover artist of any and all such intended usages **prior** to such usage.

Fees for any and all such additional usage are applicable, aligned with the standard VOICE fee guidelines at that point in time, which must be paid by the client in full, before any additional usage may commence.

Commercial usage and exploitation rights are strictly limited to those stipulated in the invoice. Unless otherwise agreed, usage licenses for broadcast of a voiceover recording are generally understood to cover all broadcasters for that medium within the respective country stipulated in the invoice.

9. In the case of non-commercial voiceover recordings, the voiceover artist is to be credited and their name listed clearly and visibly, unless they do not wish to be mentioned. The client is obligated to respect the voiceover artist's wish, in such an instance.
 - a. in the case of picture and sound carriers in the opening or closing credits, or in the announcement or rejection
 - b. in the case of reproduction for public sale, also on the cover of the media carrier.
10. In the event of a client breaching one or more articles outlined in these terms and conditions, in addition to whatever fees might be owed, a financial penalty is due amounting to a minimum of three times the total sum of the relevant invoice. This penalty is payable by the client within 30 days. The client indemnifies the voiceover artist for any and all reminder fees and/or collection expenses, as well as any and all legal costs and expenses the voiceover artist may incur, including but not limited to costs associated with legal representation.
11. Categorically excluded, unless negotiated, agreed upon in a formal, written contract and fully and properly remunerated, is the use of any voice recordings for the purposes for training AI programs or any similar product or service, as well as the transfer or sale of any voice recordings to any and all third parties, especially for use in connection with AI programs, algorithms and/or any similar product or service.
12. Payable and actionable in Vienna.