SKT Talent
Voice Over Agency

SKT Talent Terms and Conditions.

All Clients are advised to read and understand the following terms and conditions before Booking a voiceover Artist.

Definitions

For SKT Talent's Terms and Conditions, the following expressions shall have the following meanings:

"Agent" means SKT Talent Ltd.

"Client" means the person who is Booking the Artist/services from the Agent.

"Artist" means any person represented by the Agent, who is chosen for the Booking.

"Services" means the agency and/or the Artists services required for the Booking.

"Booking" means any voiceover job or renewal, for any Artist, booked by the Client, or any third party to whom the Client has introduced the Artist, on a permanent or short-term basis under any form of contract/agreement.

"Fee" means the monies due to the Artist from the Client, for each Booking.

General

Upon contacting SKT Talent, the Client confirms they have read and agree to the terms and conditions and are able to enter into an agreement.

These terms and conditions shall override any other documentation or communication between parties.

The Agent is not acting as an employment business and therefore cannot be held responsible for any non-fulfilment or breach of obligations between the Client and the Artist.

Bookings and Fees

The minimum Booking slot is 1-hour.

The Artist's Fee shall be agreed between the Client and the Agent, on behalf of the Artist, at the time of Booking. Each Artist is paid an hourly rate, for their time, and a usage Fee, for any external usage required.

Any expenses incurred by the Agent or Artist in connection to the services, e.g. Booking an external studio, shall be agreed at the time of Booking between the Client and the Agent, and payable by the Client, on production of receipts.

The Agent reserves the right to adjust the Fee, after the time of Booking, if a Booking overruns, or if the Client requires any additional usage or services, which are discovered after the time of Booking.

If a Booking finishes ahead of schedule, the Client agrees to pay the full duration of the Booking, as agreed at the time of Booking.

A special Fee will be negotiated in all cases where exclusivity within a certain product is requested by the Client. This is due to limiting future Bookings for the Artist. It is the Client's responsibility to check if the Artist has any current conflicts from previous Bookings.

Cancellation

The Client must notify the Agent immediately, if the Booking needs to be cancelled or rescheduled, so that the Artist can be informed. If less than 24 hours' notice is given, a cancellation Fee will be charged to the Client (which is 100% of the agreed Fee for the Booking).

The Artist shall not cancel or reschedule the Booking unless due to force major or illness. In these cases, both the Artist and Agent will not be in breach of the contract by the Client. The Agent may provide a replacement Artist, subject to the Client's approval, such approval not to be unreasonably provided.

Client Obligations

The Client is responsible for the Artist's health and safety whilst the Artist is providing services in connection with the Client's Booking. The Client must ensure that the venue and any equipment belonging to the Client and being used by the Artist, comply with health and safety regulations.

The Client agrees that if the Artist is threatened, verbally abused, or physically abused by anyone present at the recording/Booking then the Artist will be entitled not to perform, without penalty, and still be paid the full Fee.

All Bookings must be agreed between the Client and the Agent, on behalf of the Artist. Under no circumstances shall the Client discuss future Bookings directly with the Artist (if the Artist is still represented by the Agent). If the Client contracts with the Artist directly, and such contract is as a result of the Agent's initial introduction to the Artist, the Client shall be liable to the Agent for any losses the Agent may suffer, which shall be calculated as lost commission on Bookings for the Artist for a period of 2 years.

The Client is responsible for complying with all legal obligations connected with the Booking of the Artist and is advised to hold adequate insurance policies.

The Client is responsible for obtaining any work permits or other approvals for the Artist prior to the commencement of a Booking.

Agent Obligations

The Agent shall supply the Artist and services, as agreed by the Client, at the time of the Booking.

The Agent will act as a negotiator between the Client and the Artist and keep a copy of all contracts.

The Agent will hold adequate insurance policies.

The Agent shall comply with all regulations and statutory obligations regarding the use and storage of information relating to the Client.

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Invoicing

The Client shall pay the Agent all monies required within 30 days of receipt of an invoice.

The Artist's Fee is non-refundable, unless the Booking is cancelled by the Artist, and the suggested replacement Artist, provided by the Agent, is not approved.

For any late payments, the Agent is entitled to recover all reasonable expenses incurred in obtaining payment from the Client and has the right to withhold services if previous payments have not been made.

Limitation of Liability

Nothing in these Terms and Conditions shall exclude or limit the liability of the Agent for death or personal injury or any other liability that is non-excludable as a matter of law. The Agent shall not be liable for any direct, indirect, or consequential loss or damage suffered by the Client, or any third party however caused, because of any negligence, breach of contract or otherwise. The Agent's total liability to the Client for losses shall not exceed the amount of Fees paid to the Agent in the 12 months preceding any claim.

Indemnity

The Client shall indemnify the Agent against all claims, costs, and expenses which the Agent may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

Assignment

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this agreement without the prior written consent of the Agent.

Third Party Rights

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

Entire Agreement

These Terms and Conditions override any previous agreements, arrangements, documents, or other undertakings either written or oral.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.