

Terms and conditions Barbara Karel

### **Article 1 - Identity of the contractor**

These are the terms and conditions of Barbara Karel, voice talent with a recording studio located in Haarlem. Phone number: +31(0)6-14124407, email address: [info@barbarakarel.nl](mailto:info@barbarakarel.nl).

### **Article 2 - Applicability**

The provisions of these terms and conditions apply to all offers, orders, and services provided by Barbara Karel.

### **Article 3 - Prices and delivery time**

Quotations and agreed delivery dates can always be revised in case Barbara Karel, before completing the assignment, didn't receive the entire script, or audio. This also applies in case of unforeseen circumstances. Quotes and terms may also be revoked by Barbara Karel if the work deviates from what has been indicated in advance by the client.

### **Article 4 - Agreement**

4.1 The agreement is final as soon as a confirmation of the order is sent by the client via email or otherwise.

4.2 The client indicates in advance for which media and/or channel the production will be used.

4.3 The client also clearly indicates whether the production is for a local, regional, or national broadcaster. To be specific:

- a local channel is officially broadcasting and available in a maximum of 1 municipality.
- a regional channel is broadcasting in anything exceeding one (1) municipality, but always within one province or state.
- When a channel can be seen in two or more provinces, it is a nationwide production.
- Online (internet) broadcasting is always nationwide.

4.4 The client is obliged to use the productions covered by the agreement only for the agreed purpose and period. If the client does use the production for different purposes and/or periods, Barbara Karel may charge additional costs according to the rates drawn up by Barbara Karel.

### **Article 5 - Rates**

5.1 Barbara Karel uses fixed prices for all productions. All clients will be informed about these rates, unless both parties agreed otherwise.

5.2 All prices mentioned are exclusive of VAT (taxes).

5.3 Prices apply to recordings in Barbara Karel's own sound studio. When recording on location, expenses may be charged, such as travel costs, accommodation costs, or studio costs. The client must clearly indicate in advance where the recording will take place. Barbara Karel will clearly indicate in advance and by email what the possible additional costs will be for a recording on location.

5.4 Prices are based on recordings per script and per production type. If there are multiple scripts included in one production; a price agreement will be made for each script created.

#### **Article 6 - Delivery period**

6.1 The delivery date is determined in consultation in advance of the recording. Barbara Karel has the right to deviate from the agreed delivery date if the client does not supply the final script/input in time.

6.2 Barbara Karel may always refuse to take on a project, with or without giving a reason.

#### **Article 7 - Obligations of the client**

7.1 The client will do everything necessary or desirable to ensure a timely and correct execution of the assignment by Barbara Karel. For example: supplying correct and error-free scripts, supplying additional documentation, audio guidelines, and/or clear instructions regarding the tone of voice. The client is fully liable for all delays and additional costs, if the client does not comply with this in whole or partially.

7.2 Any additional costs as a result of changes made by client to the original script, will result in an additional charge by Barbara Karel.

#### **Article 8 - Delivered production**

8.1 The price includes a retake based on the tone of voice. Text changes afterwards will be separately charged.

8.2 When a customer is virtually present during a recording session by means of a Creative Control session, the retake on the tone of voice included in the price, expires. This tone of voice related retake also expires when the session takes place on an external location (everywhere outside of Barbara Karel's home recording studio).

8.3 Changes to the briefed tone of voice, which may result in higher costs, will be charged to the client.

8.4 Speech errors by Barbara Karel will be corrected free of charge.

8.5 Barbara Karel supplies raw audio, unless otherwise agreed. That means unmodified audio which can include sounds like breaths, clicks, pops etc.

8.6 In case of cancellation afterwards, 50% of the agreed price will be charged.

#### **Article 9 - Retention of title and ownership**

9.1 As long as Barbara Karel has not received full payment for the assignment, Barbara Karel has all rights and full and sole ownership of the delivered production.

9.2 Barbara Karel has the right to reclaim the production in the following cases: - if the client does not fulfill his (financial) obligations - if the client liquidates, applies for, or has been granted a moratorium - if the client is declared bankrupt or if the productions are seized.

#### **Article 10 - Intellectual property rights**

10.1 On all recorded and written texts provided by Barbara Karel, Barbara Karel always adheres to intellectual property law. Reproduction, disclosure, and copying of this is only permitted with Barbara Karel's express written permission.

10.2 The client can only use the product delivered by Barbara Karel for another production or new project after financial compensation, which must be established in consultation with Barbara Karel.

10.3 If the client wants Barbara Karel to use third party music, vocals, or any other kind of sound recordings provided by client, the client guarantees that he/she has all the necessary copyrights.

10.4 If the client acts contrary to the provisions under 10.1, 10.2, and 10.3 in this article, he/she owes Barbara Karel a fine of EUR 10,000.00 for each act.

#### **Article 11 - Payment**

11.1 Unless expressly agreed otherwise in writing, invoices must be submitted within 30 days of invoice date to be paid.

11.2 If the client does not comply with the payment terms and Barbara Karel has sent at least one reminder, Barbara Karel has the right to additionally charge the client for any legally determined debt collection costs and interest. Additionally, in case the client has not complied with any of the payment terms, Barbara Karel has the right to remove all related recordings and productions, all at the expense of the client.

#### **Article 12 - Other provisions**

Dutch law applies to these conditions.