

# PIRANHA TALENT AGENCY LIMITED

## Terms of Trade

### 1.0 QUOTATIONS

- 1.01 All written quotations constitute a firm offer at the stated cost to the client based on the original specifications by the client, and shall be valid for 30 days from the date of issue of the quote.
- 1.02 Additional charges will apply in respect of any quotes for all recording and facilities outside the original specifications including but not limited to delays or increases in the hours or costs of recording.

### 2.00 PAYMENTS OF ACCOUNTS

- 2.01 Unless otherwise specified invoices are payable no later than 14 days following the date of recording.
- 2.02 PIRANHA TALENT AGENCY LIMITED reserves the right to charge interest at the rate of 2% per month on all overdue monies.
- 2.03 All costs related to recovery of unpaid money, including all related legal fees are payable by the client.
- 2.04 Payments not made by the client in accordance with clause 2.01 shall result in the client being required to make payment up front for all bookings until such time as PIRANHA TALENT AGENCY LIMITED agrees otherwise.

### 3.00 RISK AND INSURANCE

- 3.01 PIRANHA TALENT AGENCY LIMITED assumes no risk and makes no guarantees concerning the content of scripts that the voice artist is asked to perform. All risks for content, style of delivery, performance, accents etc are assumed by and are the sole responsibility of the client.
- 3.02 PIRANHA TALENT AGENCY LIMITED will not be liable for the client for any claims for damages, royalties, usage etc whatsoever relating to the content, style of delivery, performance, accents etc, directed to the voice artist by the client.

### 4.00 INDEMNITY AND CLIENT RESPONSIBILITY, COPYRIGHT AND DEFAMATORY MATERIAL

- 4.01 The client is responsible for all copyright and usage clearance of all material the voice artist is asked to perform for the purpose and territories agreed, and will indemnify the voice artist and PIRANHA TALENT AGENCY LIMITED in all respects against any claim made by third party for infringement of the copyright or other right of intellectual property, or any claim for defamation or any alleged claim whatsoever relating to the material comprised in the recording.
- 4.02 The client has the right to edit the recorded script in order to fit with time lengths or creative changes as long as it does not alter the meaning of the script and direction. If any editing is carried out by the client which alters the meaning of the script, the client is liable for the voice artist fee for that usage.
- 4.03 The client acknowledges PIRANHA TALENT AGENCY LIMITED is a booking service only and is in no way liable for any loss suffered by the client or a third party in respect of the voice artist or the recording. The client agrees to indemnify and keep indemnified PIRANHA TALENT AGENCY LIMITED and its staff from any claims, losses or actions arising from any voice artist or recording.

### 5.00 NON APPEARANCE

- 5.01 Whilst PIRANHA TALENT AGENCY LIMITED will make their best efforts and endeavours to ensure that the voice artist booked arrives at the designated studio at the designated time, PIRANHA TALENT AGENCY LIMITED does not accept any responsibility if this does not happen; there will be no fee for either the voice artist or PIRANHA TALENT AGENCY LIMITED if the voice artist does not turn up at all. All efforts will be made by PIRANHA TALENT AGENCY LIMITED to supply a replacement voice artist if required.

### 6.0 GENERAL

- 6.01 The client shall indemnify the voice artist and PIRANHA TALENT AGENCY LIMITED from and against all actions, proceedings, claims, demands, damage, costs, losses and expenses made or to be made against the voice artist and PIRANHA TALENT AGENCY LIMITED or incurred or to be incurred by the voice artist and PIRANHA TALENT AGENCY LIMITED in respect to any injury to person or damage to property caused by or in connection with or arising out of the use of any facilities by the voice artist in relation to the work done for the client or of any breach by the client of any of these conditions.

### 7.0 ORDERS

- 7.01 The client must supply a written order prior to the commencement of the recording. If this is not possible due to the booking of a voice artist and the recording time required being of too close a proximity to each other, an order number must be verbally given and a written order of the same number must follow by the next working day.

### 8.00 CANCELLATION

- 8.01 In the event of a booking being cancelled within 8 working hours (work days assumed 9.00am - 6.00pm) a full fee will be charged unless mutually agreed between PIRANHA TALENT AGENCY LIMITED and the client.

### 9.00 TERRITORIES

- 9.01 All recordings are deemed to be for New Zealand territory usage; unless otherwise negotiated.

### 10.00 LICENSING

- 10.01 The recorded material by the voice artist may be licensed for either 3 months or 12 month periods. This period to be agreed in advance, and stated on the order given, prior to the recording. In the event of a further period of 3 or 12 months being required, then a further payment will be made of 100% of the original agreed fee.

### 11.00 RE-EDITS AND GRAPHIC CHANGEOUTS

- 11.01 A re-edit or graphic change is deemed a new commercial and will be treated as such.

### 12.00 FRUSTRATION

- 12.01 Should the completion of the recording be rendered impossible by causes beyond the voice artist & PIRANHA TALENT AGENCY LIMITED 's control, PIRANHA TALENT AGENCY LIMITED shall incur no liability for completion. However full payment shall be made to PIRANHA TALENT AGENCY LIMITED by the client, for the portion of the recording, which has been completed by the voice artist up to the point where it is determined that no further work can be accomplished.

### 13.00 RIGHT OF EXHIBITION

- 13.01 The client grants to PIRANHA TALENT AGENCY LIMITED the right to make duplicates or reproductions in any form of media for the purpose of demonstrating the work of the voice artist.

### 14.00 WHOLE TERMS OF CONTRACT

- 14.01 The rights and obligations of the parties shall continue in full force and effect notwithstanding completion of the recording and payment in full by the client.

### NB:

*The 'voice artist' referred to in these terms of trade is whichever talent, booked by the client, for any particular recording.*  
*The 'client' referred to in these terms of trade is whichever, company, agency, production house or person booking a voice artist for any recording.*