

VERBAND DEUTSCHER SPRECHER:INNEN (VDS)
TERMS AND CONDITIONS

As at: 05/01/2025

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1. Validity and format

- (1) These Terms and Conditions (T&C) shall apply to all business relations between the voice actor and their clients.
- (2) Unless otherwise agreed, the Terms and Conditions in their latest version communicated to the client shall also apply to similar future contracts without the voice actor having to cite them again each time.
- (3) Only these T&C shall apply. Any differing, conflicting or supplementary terms and conditions by the client shall only become part of the contract if the voice actor has expressly agreed to their validity in writing.
- (4) Any legally relevant declarations by the parties must be made in writing. "In writing" within the meaning of these T&C shall include both hard copy and other forms of text (e.g. email).

2. Conclusion of contract and payment terms

- (1) The mutual obligations arising from the present contractual relationship may be specified in more detail in supplementary offers by the voice actor or by agreements in writing between the contracting parties.
- (2) Unless the parties have agreed otherwise in writing, the voice actor shall only be obliged to create the voice recordings covered by the contract. Any additional services (e.g. changes to the text to be spoken, translations) shall require a separate agreement and must be remunerated separately.
- (3) The rights of use and exploitation of the voice recordings created shall only be transferred to the client upon full payment of the entire fee and all ancillary costs.
- (4) Unless a separate fee agreement has been entered into, the voice actor's current price list shall apply for determining the amount of individual fees. If the voice actor does not have a price list, the usual market fees shall be deemed to have been agreed.
- (5) If, for reasons outside the control of the voice actor, a production date is canceled, the voice actor shall be entitled to charge an amount of 50% of the agreed fee, but no less than €300.00 net, provided that the cancellation by the client does not occur at least 24 hours before the scheduled production date.
- (6) Unless otherwise agreed, the voice actor's invoices shall be payable within 30 days from the date of the invoice.

3. Instructions and approval

- (1) Where the client does not give instructions to the voice actor in writing in good time before the start of production, or otherwise during production, the specific arrangement shall be at the voice actor's own artistic discretion.
- (2) Unless the client gives notice of any defects attributable to the voice actor (e.g. pronunciation errors or slips of the tongue) within 7 days following the end of production, the voice actor's performance shall be deemed approved and free of defects. The production shall be deemed approved and free of defects if a voice recording has been approved by the client or by a person commissioned by the client. Where the client or a person commissioned by the client is physically or virtually present during production, the production shall be deemed approved in accordance with the contract upon completion.
- (3) If the client wishes to have changes made that do not constitute a remedy for defects, this shall require a separate order from the voice actor, which must be remunerated separately.

4. Obligations of the client

- (1) The client shall ensure that all information necessary for completing the production is available to the voice actor in good time. If the client violates this obligation, thereby causing delays to production, the voice actor shall not be liable for this.
- (2) The client is obliged to inform the voice actor before the first broadcast or use when a voice recording, layout and/or commercial is to be broadcast or used, whether in the original or in a modified form. Should the client, in justified exceptional cases, be unable to provide this information in good time, the client shall in any case submit this information to the voice actor no later than within 10 days after the first broadcast. If the client fails to comply with this obligation to provide information, the voice actor may demand interest of 10% p.a. of the invoice amount for the period elapsed between the time when the information was due and the date on which the voice actor learns about the broadcast or use.
- (3) In the event of a breach of the obligation to provide information, or if a voice recording, layout or commercial is used or distributed in a way that is contrary to the agreement, e.g. beyond the agreed period, area and/or medium, the client undertakes – without prejudice to the obligation to pay the appropriate royalty fee – to pay the voice actor a contractual penalty of 4 times the royalty fee for each case of infringement, without separate instances being considered part of a single continuing infringement. The client shall be liable to the same extent for any infringements caused by third parties involved in the production at the client's instigation.

5. Rights of use

- (1) The use of the performance or the voice, its modulation, tone, any associated gestures and all comparable characteristics of the voice actor is permitted only for the contractually agreed purpose and the specific production. Without express agreement, the use of the performance or voice and all of its characteristics for inputting (including text and data mining), archiving, training, simulation or other activities in the context of artificial intelligence (AI), machine learning, robotics, computer games or any other methodology aimed at using or altering the voice (including voice cloning) is not permitted.
- (2) Unless otherwise agreed, the client shall acquire the simple rights of use for the contractually agreed purpose. The transfer of additional rights of use (e.g. for other uses, or rights of use without restrictions in space, purpose, and time, or exclusive rights of use) shall require a separate agreement in writing and must be remunerated separately.
- (3) The object of the granting of rights shall be the specific recording (layout) and/or the specific edited version of the recording (motif) intended for publication. Whether or not a motif is identical to the layout, separate rights of use must be acquired for each publication and remunerated accordingly. Any fees received by the voice actor for preparing the recording may only be set off upon explicit prior agreement between the parties.
- (4) As a general rule, the content produced may only be used in its original version. Any distortion of the voice shall require the express written consent of the voice actor.
- (5) Any sharing of content with third parties shall require the prior written consent of the voice actor.
- (6) After publication of a production, the voice actor shall be entitled to reference the client and the specific production in their own media (e.g. website, social media), drawing attention to their involvement. The voice actor shall be entitled to process, and in particular to shorten, the production for these purposes.

6. Liability of the voice actor

- (1) In the event of a breach of obligations other than essential contractual obligations, the voice actor shall only be liable vis-à-vis the client in cases of gross negligence or intentional misconduct. This shall not apply in the case of claims due to injury to life and limb or health. No claims for compensation for any indirect damage shall be accepted. In particular, there shall be no liability for force majeure (sudden illness, canceled flight, traffic accident, etc.) on the part of the voice actor.
- (2) The voice actor shall not be liable for the legality of the recorded texts or their use by the client or third parties. It is the client's sole responsibility to ensure the legality of the content recorded and of its exploitation. The client shall indemnify the voice actor against any third-party claims asserted against the voice actor due to a breach of these obligations to ensure legality.
- (3) The voice actor shall ensure correct pronunciation in accordance with commonly used phonetics rules and pronounce the client's own or brand names in accordance with the client's specifications as available at the time of production.
- (4) The voice actor shall not be liable for any further expectations on the part of the client, unless these were clearly communicated no later than during production and accepted by the voice actor.

7. Severability clause

- (1) Should any provisions of these T&C be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions.
- (2) If any provision is invalid, the parties hereto shall be obliged to negotiate a valid and reasonable substitute provision that most closely approximates to the business purpose intended by the invalid provision.

8. Choice of law and jurisdiction

- (1) These T&C and the contractual relationship between the voice actor and the client are governed by the law of the Federal Republic of Germany, excluding any uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for any disputes arising from the contractual relationship, including international disputes, shall be the place of business of the voice actor. The same shall apply if the client is a business within the meaning of Section 14 of the German Civil Code. The voice actor shall also be entitled to bring an action against the client at another given place of jurisdiction. Any overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.