



Terms & Conditions and Data Protection

Spoon's Voices is a privately owned and managed voice artist agency in London trading as FAADA LTD.

Terms and conditions

1 DEFINITIONS

The following expressions shall have the following meanings:

1.1 "Agent" means Spoon's Voices trading as FAADA LTD, 85 Great Portland street, First Floor, London, W1W 7LT, United Kingdom;

1.2 "Client" means any person who employs Services from the Agent;

1.3 "Artist" means the performer secured for the Engagement;

1.4 "Services" means the agency services required to procure an engagement;

1.5 "Engagement" means the employment or use of the Artist 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 or relevant agreement;

1.6 "Performance Fee" means the monies due to the Artist from the Client for the Engagement;

1.7 "Special Requirements" means the specific requirements stipulated by the Agent on behalf of the Artist in terms of the Engagement regarding food, accommodation and any other necessities;

1.8 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Agent;

1.9 "Agreement" means the arrangement for the supply of Artists by the Agency to the Client incorporating these Terms and Conditions.

2 GENERAL

2.1 These Terms and Conditions shall apply to the Agreement for the supply of Artists by the Agent to the Client and shall supersede any other documentation or communication between parties.

2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.

2.3 These Terms and Conditions shall be available on the web at <https://spoonsvoices.com>

2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Agent may be entitled in relation to the Services, by virtue of any statute, law or regulation.

2.5 The Agent is acting as an Employment Agency and therefore cannot be held responsible for any non-fulfillment or breach of obligations between the Client and the Artist.

3 SERVICES

Any variation to the Services must be agreed by the Agent in writing.

4 PRICE AND PAYMENT

4.1 The price for Artists is specified per engagement at the time of booking and is exclusive of VAT and any other charges as agreed at the time of booking.

4.2 The Client has the authority to collect any National Insurance due if applicable.

4.3 The Client shall pay the Agent the Performance Fee within 30 days of receipt of invoice. The Performance Fee is non-refundable except in the circumstances described in Condition 5.5.

4.4 The Client is responsible for bringing to the attention of the Agent any queries regarding an invoice within 14 days of the receipt of the invoice.

4.5 All direct expenses incurred by the Agent and the Artist in connection with the provision of the Services and the Engagement and agreed prior to the engagement will be re-charged at cost or as agreed and are payable by the Client on production of the appropriate receipts.

4.6 The Client shall meet the costs of any pre-agreed Special Requirements prior to the Engagement.

4.7 The Client will pay interest on all late payments at a rate of 5% per annum above the Bank of England Base Rate.

4.8 The Agent is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Agent is late.

4.9 The Agent and Artist have the right to withhold Services if payment for previous engagements has not been made within 60 days of Client's receipt of invoice.

4.10 The Client is not entitled to withhold or off-set any monies due to the Agent.

4.11 The Agent is entitled to vary the price to take account of:

4.11.1 any additional Services changes requested by the Client which were not included at the time of booking.

4.11.2 any reasonable increase in hourly, daily or set rates, if applicable;

4.11.3 any overrun of the booked time for the Engagement.

5 CANCELLATION

5.1 In the event that the Client cancels an Engagement they will be liable to pay cancellation charges agreed at the time of booking, provided that in any event if an Engagement is cancelled less than 24 hrs before its commencement then a 100% cancellation fee will be charged.

5.2 The Client must notify the Agent immediately of any cancellation in order that the Agent may notify the Artist.

5.3 If the venue provided by the Client is unable to accommodate the Artist and the Artist is unable to perform for this reason the Client will be liable for the full Performance Fee.

5.4 The Artist may not under any conditions cancel the Engagement unless due to Force Majeure or illness. In such cases, on provision of reasonable proof, the Artist will not be held in breach of contract by the Client.

5.5 In the event of cancellation by the Artist the Agent may substitute a replacement artist, subject to the Client's approval (such approval not to be unreasonably withheld or delayed).

5.6 If the Artist cancels the Engagement and a replacement artist cannot be supplied in terms of Condition 5.5 any monies paid in advance by the Client must be repaid in full, within fourteen days of the cancellation.

6 CLIENT OBLIGATIONS

6.1 The Client agrees to cooperate with the Agent as may be required.

6.2 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Agent for the purpose of providing the Services, except via the Agent.

6.3 The Client agrees to treat the Artist politely and in a professional manner.

6.4 The Client shall take every reasonable precaution to prevent the Artist being threatened, verbally abused, or physically abused.

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

6.6 The Client is responsible for ensuring that the venue, and any equipment belonging to the Client and used by the Artist, comply with health and safety regulations.

6.7 The Client must hold adequate insurance policies in respect of any Engagement.

6.8 The Client is responsible for complying with all legal obligations connected with the Engagement of the Artist.

6.9 The Client is responsible for obtaining any work permits or other approvals for the Artist prior to the commencement of an Engagement.

7 AGENT OBLIGATIONS

7.1 The Agent shall supply the Services as specified by the Client at the time of booking.

7.2 The Agent shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.

7.3 The Agent will provide the necessary permits for all artists under the age of 18ys in compliance with The Local Authority

7.4 The Agent will take all reasonable steps to provide personnel who behave in an acceptable manner but cannot be held responsible for any poor conduct exhibited by the Artist.

7.5 The Agent will hold a copy of the contract relating to the Engagement and will act as the negotiator between both the Client and the Artist.

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

8 CHANGES TO PERFORMANCE SCHEDULE

8.1 Any changes to the performance schedule will be subject to these Terms and Conditions.

8.2 If changes are required to the performance schedule on the day of the event these changes should be discussed with the Agent where possible, otherwise agreement should be reached between the Client and the Artist.

8.3 In the event that the Artist is unable to complete a performance due to a delay in the start of the performance schedule, where such delay is no fault of the Artist, the Client shall remain liable to pay the Artist the full Performance Fee due.

8.4 Should the Artist be required by the Client to extend the length of the performance the Agent is entitled to charge the Client a further fee as to be agreed between the parties.

8.5 The Agent must be notified of any changes to the fees paid to the Artist by the Client for the Engagement.

9 RE-ENGAGEMENT OF THE ARTIST

The Client must negotiate all future bookings for the Artist directly with the Agent for as long as the Artist is represented by the Agent.

10 TERMINATION

10.1 The Agreement shall continue until the Services have been provided or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

10.2 The Agent may terminate the Agreement if the Client has failed to make over any payment due within 90 days of the sum being requested.

10.3 Either party may terminate the Agreement by notice in writing to the other if:

10.3.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or

10.3.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or

10.3.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or

10.3.4 the other party ceases to carry on its business or substantially the whole of its business; or

10.3.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10.4 In the event of termination the Client must make over to the Agent any payment for work done and expenses incurred up to the date of termination.

10.5 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

11 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

12 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 howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Agent in the insurance year in which the Client's claim is first notified.

13 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.

14 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.

15 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.

16 THIRD PARTY RIGHTS

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

17 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.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the registered address of the other party or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

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

21 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.

22 DATA PROTECTION

If you have any questions about this privacy notice, including any requests to exercise your legal rights, please contact Elroy Powell.

What is personal information and what personal information do we hold:

For the purposes of this Privacy Notice "Personal Information" consists of any information that relates to you and/or information from which you can be identified, directly or indirectly. For example, information which identifies you may consist of your name, address, telephone number, photographs, location data, an online identifier (e.g. cookies identifiers and your IP address) or to one or more factors specific to your physical, economic, cultural or social identity.

We hold the following types of artist personal information:

Name, Address, Date of Birth, Email addresses, Telephone numbers, NI number, Vat number (if applicable) and Company registration number (if applicable), Bank Details

We do not collect any sensitive personal information..

How do we collect your Personal Information?

We collect this information directly from you when you register with us a voice artist, purchase any of our services, or contact us whether by the telephone, email or post.

How do we use your Personal Information?

We use your personal information for the following purposes:

Deliver our services – to deliver our services to you and to provide you with business opportunities, as well as to administer systems and accounts;

Services and website improvement –to enhance our services, to ensure content from our website is presented in the most effective manner for you and your computer, to enhance the user experience, and to develop new services;

Customer Support Services - to provide customer support services;

Business Purposes - for business monitoring and internal record keeping including maintaining our accounts, complying with good practice and for other administrative, operational and security reasons;

Legal Obligations - to comply with our legal and regulatory obligations; and

Updates- to communicate with you, including communicating with you about your transactions with us, giving you important information about your membership, sending you notices about any material changes to our Privacy Notice, and, where permitted by you and applicable laws, marketing, sending you offers and promotions for our services.

The law allows us to use your Personal Information as set out above on the basis that the processing is necessary for the performance of our contract with you. In some circumstances, we may use your Personal Information where it is necessary for our legitimate interests in promoting our business and ensuring our business is run efficiently, provided your interests and fundamental rights are not overridden.

To whom do we disclose your Personal Information?

We may have to share your personal information with third parties, including with our third party service providers where necessary to administer the working relationship with you, where we have another legitimate interest in doing so or where required by law. We require third parties to respect

the security of your personal information and to treat it in accordance with the law. We may disclose your Personal Information to the following entities:

Clients:

We may disclose your Personal Information to our clients in order to provide you with business and career opportunities.

We may also disclose your Personal Information to comply with applicable law or respond to valid legal process, including from our regulators, law enforcement or other government agencies; to protect our artists and clients (e.g. to prevent spam or attempts to defraud users of our services); to operate and maintain the security of our website (e.g. to prevent or stop an attack on our systems or networks); or to protect our rights or property, including enforcing any terms or agreements governing the use of our services.

What do we do to keep your information secure?

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your Personal Information on our instructions and are subject to a duty of confidentiality. However, please note that although we take appropriate steps to protect your Personal Information, no website, device, online application or transmission of data, computer system or wireless connection is completely secure and therefore we cannot guarantee the security of your Personal Information.

The Personal Information that we collect from you will be stored and processed in your region. We will not transfer, store or otherwise process your Personal Information outside the European Economic Area ("EEA").

Data Retention– How long we will store/keep your Personal Information:

We will only store or keep your Personal Information for as long as necessary to fulfil the purposes for which it was collected as outlined in this Privacy Notice unless a longer retention period is required by law. When your Personal Information is no longer required for the purpose it was collected or as required by applicable law, it will be deleted and/or returned to you in accordance with applicable law.

Accessing your Personal Information and other rights you have:

We will collect, store and process your Personal Information in accordance with your rights under any applicable data protection laws.

Under certain circumstances, you have the following rights in relation to your Personal Information:

- A data subject access request. You have the right to request details of the Personal Information which we hold about you and copies of such Personal Information.
- Right to withdraw consent. In the limited circumstances where you have consented to our processing of your Personal Information, you have the right to withdraw such consent at any time. In the event you wish to withdraw your consent to processing, please contact us using the details provided below.
- Request correction. We want to ensure that the Personal Information about you that we hold is accurate and up to date. If you think that any information we have about you is incorrect or

incomplete, please let us know. To the extent required by applicable laws, we will rectify or update any incorrect or inaccurate Personal Information about you.

- Request erasure ("right to be forgotten"). You have the right to have your Personal Information 'erased' in certain specified situations.
- Object to processing. You have the right to object to specific types of processing of your Personal Information.
- Restriction of processing. You have the right in certain specified situations to require us to stop processing your Personal Information.
- Data portability. You may, in certain circumstances, request us to port (i.e. transmit) your Personal Information directly to another organisation.

Enforcing your rights:

If you wish to enforce any of your rights under applicable data protection laws, then please see section 11 below. We will respond to your request without undue delay and by no later than one month from receipt of any such request, unless a longer period is permitted by applicable data protection laws, and we may charge a reasonable fee for dealing with your request which we will notify to you. Please note that we will only charge a fee where we are permitted to do so by applicable data protection laws.

Complaints:

If you are concerned that we have not complied with your legal rights under applicable data protection laws, you may contact the Information Commissioner's Office (www.ico.gov.uk) which is the data protection regulator in the UK which is where we are located. Alternatively, if you are based outside the UK, you may contact your local data protection supervisory authority.

Third-Party Links on Our Website:

Our website may contain links to other third party websites that are not operated by us. These linked sites and applications are not under our control and as such, we are not responsible for the privacy practices or the content of any linked websites and online applications. If you choose to use any third party websites, any Personal Information collected by the third party's website will be controlled by the Privacy Notice of that third party. We strongly recommend that you take the time to review the privacy policies of any third parties to which you provide Personal Information. In particular, our partner events are not covered by this Privacy Notice. Please refer to the third-party organiser's privacy notice when booking a place at one of our partner events.

Changes to this Privacy Notice:

It also is important that you check back often for updates to the Privacy Notice, as we may change this Privacy Notice from time to time. The "Date last updated" legend at the bottom of this page states when the notice was last updated and any changes will become effective upon our posting of the revised Privacy Notice.

We will provide notice to you if these changes are material and, where required by applicable law, we will seek your consent. We will provide this notice by email or by posting notice of the changes on the Hobsons website or through any relevant services.

Contact Us / Further Information:

If you have any questions regarding the collection, processing, or use of your Personal Information or if you wish to correct, block, rectify, object, access, revoke your consent to any applicable aspect of this Privacy Notice or delete any of your Personal Information, please contact us:

By mail:

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W1W 7LT, United Kingdom

By email:

talent@spoonsvoices.com

By telephone:

+44 2070303771 Monday to Friday, 10am – 5.30pm