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Voice and likeness: consent and contract checklist

Agree the terms for a voice or a face before the first take, and write them down, so the recording is used only for what the person agreed to.

A starting template, not legal advice. Check it suits your production, and take advice for anything unusual.

Settle who the person is, what they are agreeing to, and whether they had time to read the terms. A contract signed on the day, with no chance to take advice, is harder to rely on later.

The checklist

- [ ] **Who is consenting**
  The performer signs for their own voice or face. Where a clone is covered, the performer signs for that too.
- [ ] **What is covered**
  Recording only, editing, a synthetic voice made from the recording, or a face shown in AI-generated footage. Each one is a separate permission.
- [ ] **Which uses**
  A named project or a defined list of uses. "All media" is too wide to be a useful limit.
- [ ] **Where and for how long**
  The territory and the term. Say what happens at the end to the files, any voice model and any output made from them.
- [ ] **Approval**
  The performer approves the final output before it is published, or both sides agree a review step with a turnaround time.
- [ ] **Changes to the performance**
  Whether the words, tone, accent or language can change, and who decides.
- [ ] **Fees**
  What is paid for the original session, and what is paid for each new use or each new clone.
- [ ] **Labelling**
  How the output is described to the audience when it is synthetic. The ASA says a realistic AI-generated endorsement that looks real enough to mislead is likely to breach the CAP Code, so label synthetic output clearly.
- [ ] **Withdrawal and removal**
  How the performer can withdraw consent or ask for output to be taken down, including the notice they would send to a platform.
- [ ] **Advice**
  Whether either side took legal advice on the wording.

Terms to agree

Performer's full name		
Project or defined uses		
Covered (recording, editing, synthetic voice, AI face)		
Territory		

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Term (start and end)		
Approval step and turnaround		
Changes allowed to the performance		
Fee for the session		
Fee for each new use or clone		
Labelling of synthetic output		
How consent can be withdrawn (contact and notice)		
Signed by performer (date)		
Signed for the business (date)		

Worked example

A business commissions a 30-second voiceover for an online advert. The contract covers the recording session, one advert, one year, the UK, and approval by the speaker before publication. Six months later the business wants a second advert in the same voice, reading new words. The original contract does not cover that. The words and the use are new, so the speaker is asked again and the fee is agreed again.

Common mistakes

- Signing a general release that covers any media, for any period, and any AI use.
- Treating the recording and the clone as one permission.
- Starting the session before the terms are agreed.
- Having no approval step, so the performer first hears their voice in the finished advert.
- Forgetting that the contract ends. Agree what happens to the files and any clone when it does.

Where this comes from

Equity's AI toolkit, as reported by Film Stories on 9 June 2023, has four parts: a statement on the ethical use of AI, a template contract for performance cloning, model AI clauses against cloning without consent, and a template take-down notice. This checklist does not reproduce the toolkit, so read the source before you use its wording. Film Stories: filmstories.co.uk/?p=49039. Advertising Standards Authority, AI and Deepfakes: Four Things Advertisers Need to Know Before They Hit Run (CAP news, 11 June 2026): asa.org.uk.

Get the contract wording checked by a solicitor before anyone signs.

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