MOLINARE
ESTABLISHED 1973

Molinare Creative Group

General Terms and Conditions of Business

1. Definitions and Interpretation

1.1 In these General Terms and Conditions of Business (the "Terms"), unless the context otherwise requires, the following expressions shall have the following meanings:

"Additional Software"	means software installed by or on behalf of the Client on any Equipment during the Term;
"Client"	means the person, firm or company purchasing Services from the Company;
"Client Data"	means all data, content and materials created by or for the Client and stored on the Equipment or the Company's systems;
"Client Materials"	means all materials, media, data, content and instructions supplied by or on behalf of the Client (including Third Party Content);
"Company"	means any legal entity within the Molinare Creative Group;
"Contract"	means the legally binding agreement formed between the Client and the Company comprising the accepted Quotation, these Terms and any applicable Appendix;
"Deliverables"	means the services, equipment, facilities and deliverables to be supplied by the Company under a Contract;
"Deposit"	means any advance payment required by the Company as a condition precedent to the commencement of Services;
"Equipment"	means the equipment made available by the Company;
"Facilities"	means the edit suites and amenities made available to the Client by the Company;
"Fees"	means the charges payable by the Client as set out in the relevant Quotation;
"Finishing Post Services"	means post-production services carried out following picture lock for the purposes of completing programme or content materials to final, delivery-ready standard.
"Intellectual Property Rights"	means all intellectual property rights of any kind, whether registered or unregistered, including copyright, neighbouring rights, database rights, design rights, trademarks, patents, rights in inventions, rights in know-how, confidential information and all similar rights subsisting anywhere in the world;
"Minimum Spend"	means the minimum fees (or minimum fee commitment) specified in the Quotation (or, where applicable, the Finishing Post Quotation issued under Clause 3) that the Client agrees to pay for the relevant Project and/or Services;
"Offline Services"	means editorial post-production services provided for the purposes of assembling, editing, structuring and reviewing programme or content material prior to picture lock.
"Preinstalled Software"	means software that is installed on the Equipment by the Company and supplied therewith;
"Premises"	means the Company's facilities from which the Services are provided;
"Project"	means the production, body of work, or project described in the relevant Quotation;
"Quotation"	means the Company's Quotation or proposal describing the Deliverables, Fees, Term, applicable Minimum Spend (if any) and any special terms;
"Services"	means all post-production, production, hire, and related services provided by the Company;
"Term"	means the duration of the Contract as set out in the Quotation;
"Third Party Content"	means any sound, picture, data, content, or materials supplied by the Client or any third party for inclusion in the Deliverables;
"VAT"	means value added tax at the prevailing statutory rate.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 references to "writing" include email and electronic communications;

2.1.2 a statute or a provision of a statute includes amendments or re-enactments;

2.1.3 references to Clauses are to Clauses of these Terms;

2.1.4 Headings are for convenience only and shall not affect interpretation;

2.1.5 Words in the singular include the plural and vice versa;

3. Contract Formation & Minimum Spend Commitments

3.1 A legally binding Contract is formed when the Client accepts the Company's Quotation in writing within the acceptance period specified therein.

3.2 For the avoidance of doubt, the issuance of a purchase order is not a condition of contract formation. If a purchase order is issued, it must match the accepted Quotation. Any inconsistency will not affect the validity of the Contract.

3.3 Where the Deliverables specified in a Quotation are changed or the Client requests additional Deliverables, the Company will issue a new or supplemental Quotation for acceptance.

3.4 Subject to the Client's compliance with its payment and other obligations, the Company will make the Services and/or Facilities specified in the accepted Quotation available, subject always to availability and operational requirements.

3.5 It is the Client's responsibility to book sufficient time and resources to enable completion of the Project and delivery of the Deliverables.

3.6 Bookings for Facilities or Equipment should be confirmed no later than fourteen (14) days in advance of the proposed start date. Any booking not confirmed within this period may be released, cancelled or rescheduled at the Company's discretion.

3.7 The Company may require payment of a Deposit as a condition precedent to commencement of Services. No obligation to provide Services shall arise until the Deposit (if required) has been received in cleared funds.

3.8 The Company reserves the right to decline any request for Services at its discretion.

3.9 The Client acknowledges that the Company provides Finishing Post Services exclusively at its own Premises. Accordingly, where the Client enters into a Contract for Offline Services, the Client shall be deemed, unless otherwise expressly agreed in writing by the Company, to require the Company to provide the corresponding Finishing Post Services and not to procure such services from a third party.

3.10 When the Company issues a Quotation for Offline Services, the Company shall also provide a Quotation or binding estimate for Finishing Post Services, including any applicable Minimum Spend commitment, which shall be deemed accepted by the Client upon acceptance of the Offline Services Quotation.

3.11 Where a Minimum Spend applies, the Client acknowledges and agrees that such Minimum Spend represents a genuine pre-estimate of the Company's losses, costs and resource allocation (including opportunity cost and facility booking commitments) that would be incurred if the Project does not proceed or complete as anticipated.

The Client agrees that the Minimum Spend is intended to operate as liquidated damages and not as a penalty, and that the Company allocates personnel, facilities and capacity in reliance on this commitment.

3.12 All Contracts formed in accordance with this Clause are subject to our cancellation policy (see Clause 4).

4. Cancellations and Changes to Contract

4.1 Where the Client cancels the Deliverables (or any of them) for any reason after a Contract has been formed, the Client shall be liable to pay the Company a cancellation fee calculated by reference to the relevant schedule below (the "Cancellation Charges"):

Finishing Post Services – Schedule of Cancellation Fees		
Booking duration	**No. of working days prior notice of cancellation by Client**	**Cancellation charge (as a % of total booking fee)**
Weekly	Less than 20	100%
Weekly	More than 20 but less than 30	50%
Weekly	More than 30 but less than 60	25%
Daily	Less than 7	100%
Daily	More than 7 but less than 14	50%
Daily	More than 14 but less than 20	25%

Offline Post Services – Schedule of Cancellation Fees		
Booking duration	**No. of working days prior notice of cancellation by Client**	**Cancellation charge (as a % of total booking fee)**
Weekly	Less than 40	100%
Weekly	More than 40 but less than 60	50%
Weekly	More than 60 but less than 80	25%

4.2 If the Company is able, using its reasonable endeavours, to resell the relevant cancelled services and/or facilities and confirms such resale within ninety (90) days of the Client's written cancellation, the Client's cancellation fee shall be discounted by twenty percent (20%).

4.3 The Company will use reasonable endeavours to accommodate changes to the Client's preferred dates. However, the Company's resourcing and delivery planning is based on the assumption that picture lock and service delivery dates will not change.

4.4 Where the Client proposes to change any agreed picture lock date, the Client shall give reasonable prior written notice. The Company shall use reasonable endeavours, acting in good faith, to accommodate the proposed change, subject to availability, operational requirements, and any resulting adjustments to Fees, schedules or delivery dates.

4.5 Where the Company agrees to the Client's request to change a picture lock date or service delivery date, the Parties shall agree in good faith to formally document such changes (and any consequential changes to service delivery dates and/or the Client's production schedule). The Company shall only be bound to comply with changes to a picture lock date which have been agreed in writing by the parties' respective authorised representatives.

4.6 Any change requested by the Client after picture lock (including changes to edit duration, structure, content, shot selection or sequencing) shall constitute a change request. Such changes may result in revised Fees, delivery schedules and resource requirements, and may invalidate any prior estimates or assumptions.

4.7 Where date changes require Services to be provided during non-standard hours, the enhanced rates in Clause 11 apply.

4.8 Where bookings for Facilities, Equipment or Services are:

4.8.1 confirmed less than fourteen (14) days prior to the scheduled start date;

4.8.2 materially amended within fourteen (14) days of commencement; or

4.8.3 requested on an expedited basis requiring the Company to reallocate existing capacity, reschedule other bookings or incur additional staffing or third-party costs,

the Company may, at its discretion:

4.8.4 apply enhanced rates;

4.8.5 charge additional project management, set-up or resourcing fees;

4.8.6 pass through any third-party cancellation or reallocation costs;

4.8.7 require payment in advance; and/or

4.8.8 decline the request where accommodation is not commercially or operationally viable.

For the purposes of this Clause, a "material amendment" includes changes to booked duration, personnel, technical specifications, delivery schedule, or scope of Services.

Any additional charges arising under this Clause shall be invoiced in addition to the Fees and shall be payable in accordance with Clause 10.

5. Contract Term

5.1 The Term is set out in the Quotation.

5.2 The Company will use reasonable endeavours to satisfy requests for time extensions but cannot guarantee the availability beyond the end of the Term.

5.3 If the Client fails to vacate the Facilities at the end of the Term when required, the Company may charge the Client for all losses and costs incurred, including any lost bookings.

6. Client's Obligations

6.1 The Client warrants that it will:

6.1.1 provide on a timely basis all Client Materials and information reasonably required for the Company to perform the Services, and obtain all licences, consents, approvals and releases required to perform the Services and for the Client to exploit the Deliverables;

6.1.2 obtain and pay for any necessary third-party consents and authorities relating to Client Materials, venues and any Equipment supplied by the Client;

6.1.3 nominate a representative with authority to approve the Services and Deliverables on behalf of the Client;

6.1.4 comply with the Company's facility rules, regulations and health and safety policy and be responsible for the actions of all Client personnel on the Premises;

6.1.5 leave the Facilities and Equipment in a good condition (fair wear and tear excepted) and promptly vacate/return as required;

6.1.6 ensure that all digital deliveries are correctly addressed and virus free.

6.2 When accessing the Company's websites in connection with the subject matter of this Contract, the Client shall comply with the Company's Website Terms of Use.

7. Project Management

7.1 During the Term, the Company shall keep the Client's producer(s) reasonably informed as to progress and highlight material issues affecting delivery.

7.2 Each party's producer(s) will attend reasonably required progress and review meetings at its own cost.

7.3 If the Client does not appoint and maintain an appropriately authorised and reasonably available producer or project manager to coordinate instructions, approvals, feedback and delivery on behalf of the Client, and as a result the Company is required to undertake additional coordination, scheduling, consolidation of feedback, stakeholder management or delivery administration beyond what would ordinarily be required, the Company may:

7.3.1 allocate dedicated production or project management personnel; and

7.3.2 charge for such services at the Company's standard production management rates in force from time to time.

7.4 The Company may provide Services remotely or through hybrid workflows using secure networks, third-party platforms or cloud-based infrastructure. The Client acknowledges that performance of remote Services may be dependent on third-party systems and connectivity, and the Company shall not be liable for delays or failures caused by factors outside its reasonable control.

7.5 The Company may, acting reasonably and provided that the overall standard and continuity of the Services is not materially adversely affected, allocate or reallocate personnel, Facilities, Equipment and operational resources between any facilities, studios or locations operated by the Company or any member of the Company's group from time to time.

8. Long-Term Project Resourcing and Statutory Leave

Where a Project has a scheduled duration of two (2) months or longer and the Company allocates any employee or dedicated personnel on a substantially full-time basis to that Project, the Client acknowledges and agrees that:

8.1 such personnel shall remain employees of the Company and shall be entitled to paid annual leave and any other statutory leave in accordance with applicable law and the Company's internal policies;

8.2 any period of paid annual leave taken by such personnel during the Term shall be chargeable to the Client at the applicable agreed rate for that resource, as if such time formed part of the booked Services;

8.3 where continuity of Services is required during any such period of leave and the Client requests a substitute or replacement resource, the Company shall use reasonable endeavours to provide a suitably qualified substitute, subject to availability; and

8.4 any substitute resource provided shall be chargeable at the Company's standard rates in force at the relevant time.

For the avoidance of doubt, paid leave forms part of the cost of reserving dedicated personnel capacity for the Project and is reflected in the Fees and/or Minimum Spend commitment agreed in the Quotation.

9. Intellectual Property Rights

9.1 Any Intellectual Property Rights in Client Materials remain vested in the Client (or the relevant third-party owner, as applicable).

9.2 The Company shall take reasonable care of Client Materials while in its possession and shall not knowingly create any lien or encumbrance over them, except as permitted under these Terms.

9.3 Subject to receipt of payment in full, the Company assigns to the Client all right, title and interest in and to the Deliverables created specifically for the Project to the extent that such rights are owned by the Company. For the avoidance of doubt, this assignment excludes:

9.3.1 Client Materials and Third Party Content;

9.3.2 Preinstalled Software and Additional Software; and

9.3.3 any third-party tools, plugins, stock assets or materials used under licence, which remain subject to the relevant third-party terms.

9.4 To the fullest extent permitted by law, the Client consents to any act or omission by the Company that would otherwise infringe any moral rights in the Deliverables or Work Product and waives such moral rights where such waiver is legally effective.

9.5 All works, materials, and outputs created by the Company in the course of providing the Services that relate to the Project (the "Work Product") shall vest in the Client by assignment under Clause 9.3.

9.6 Until payment in full has been received, all Intellectual Property Rights in the Deliverables and Work Product shall remain vested in the Company and the Company may withhold delivery.

9.7 Upon receipt of final payment, the Client shall be entitled to exploit the Deliverables in all media, languages, and territories without restriction.

9.8 The Company retains no licence to use the Deliverables or Work Product except to the extent strictly necessary to perform the Services, unless otherwise agreed in writing.

9.9 Subject to the Client's confidentiality obligations and any embargoes, the Company may retain copies of limited excerpts or stills from the Deliverables solely for internal reference, training, and private portfolio purposes, provided such use does not disclose confidential or unreleased content.

9.10 Client's acceptance shall not be unreasonably withheld or delayed. The Client shall notify the Company within fourteen (14) days of receipt of any Deliverables if they are not accepted, providing specific reasons.

9.11 If the Client does not provide a rejection notice within that period, or uses the Deliverables commercially, the Deliverables shall be deemed accepted.

9.12 For the avoidance of doubt, native project files and internal working files do not form part of the Deliverables and remain the property of the Company unless expressly agreed otherwise in writing.

10. Fees and Payment

10.1 Fees are as set out in the Quotation and are exclusive of VAT and any other applicable taxes.

10.2 Unless otherwise agreed in writing, invoices are payable in cleared funds within fourteen (14) days of the invoice date. Where a payment schedule or staged payment plan is specified in the Quotation or otherwise agreed in writing, invoices shall be payable in accordance with that schedule.

10.3 The Client must notify the Company in writing of any dispute within fourteen (14) days of the date of the invoice, otherwise the invoice is deemed accepted.

10.4 Deposits (where required) are payable within five (5) days of invoice or prior to commencement of Services (whichever is earlier). If unpaid, the Company may suspend or decline to commence Services.

10.5 Extras and overruns beyond the Quotation may be incurred during delivery. The Company may invoice such extras/overruns retrospectively on a monthly basis during and after delivery.

10.6 The Company may pass-through to the Client the payment terms of designated third-party suppliers requested by the Client.

10.7 Payment shall be made by card, cheque, BACS or as otherwise agreed.

10.8 The Client shall not withhold, deduct or set off any sums due unless such amount has been finally determined by a court of competent jurisdiction.

10.9 Time for payment is of the essence. If the Client fails to pay any sum due on the due date the Company may:

10.9.1 charge interest at 8% per annum above the Bank of England base rate from the due date until payment is received;

10.9.2 withdraw any discounts or rebates;

10.9.3 suspend or decline to commence the Services;

10.9.4 withhold delivery or return of certain Client Materials to the extent reasonably necessary as security for undisputed overdue amounts (without prejudice to the Client's ownership).

10.10 If the Company reasonably believes that the Client's financial position has deteriorated, or that there is a material risk of non-payment (including where the Client becomes insolvent, enters into discussions with creditors, or has payments overdue), the Company may, without prejudice to any other rights:

10.10.1 require payment in advance for future Services;

10.10.2 require an increased or additional Deposit;

10.10.3 suspend the Services until satisfactory financial assurances are provided; and/or

10.10.4 revise agreed payment terms.

11. Rates

11.1 Rates for Offline Services and Finishing Post Services are as stated in the Quotation provided. Where the Client requires Services during non-standard hours the following applicable enhanced rates shall apply:

Days	Hours	Rate %	Minimum booking time	Comment
Monday to Friday	06.00h - 09.00h 09.00h - 18.00h 18.00h - 21.00h 21.00h - Midnight Midnight - 08.00h next day	120% 100% 130% 150% 200%	n/a	For late (after 23.00h) sessions surcharges may apply per Clause 11
Saturdays and Sundays *	09.00h - 18.00h 18.00h - 21.00h 21.00h - 08.00h next day	150% 175% 200%	4 hours	
Bank Holidays *	All hours	200%	4 hours	

Excluding the Jack Cardiff Theatre which is charged at 200% for **all hours on Saturdays, Sundays and Bank Holidays.*

11.2 Set-up time - Where set-up time is required prior to a session (including additional equipment configuration and testing), the Client will be charged fifty percent (50%) of the rate applicable to the main session, subject to a maximum of eight (8) hours.

11.3 Non-standard items - The hourly rate includes the Company's standard hardware and software setup. Non-standard items (including plug-ins) are chargeable and provided where possible. Information on standard studio equipment is available on request. The Company shall not be responsible for technical issues arising from non-standard items.

11.4 The Company will supply complimentary refreshments on site, details of which can be found in our Welcome Pack. Extra refreshments will be subject to additional charges.

12. Additional Costs and Expenses

12.1 Late sessions - If a session runs past 23.00h, it may be necessary for staff to travel by taxi or stay overnight. Such costs will be charged to the Client and limited to staff specifically attached to the production (ie. mix technicians, editors or colourists; not runners). Taxi charges are capped at £150 per person per night.

12.2 Pass-through expenses and admin charge - The Company may recharge additional expenses incurred as part of the Project (including but not limited to file transfers, taxis, couriers, consumables, printing, phone calls, refreshments beyond complimentary provision and meals). Such recharges are subject to an administration charge of thirty percent (30%).

12.3 Third-party specialists - Where the Client requires the Company to procure third-party specialists, the applicable third-party terms (including payment terms) will be passed through to the Client.

13. Use of Facilities, Equipment and Client Property

13.1 The Client acknowledges that the Company operates secure facilities in which confidential, commercially sensitive and unreleased content may be processed. The Client shall comply, and shall ensure that all of its personnel, contractors and visitors comply, with the Company's security and access control procedures in force from time to time.

13.2 Without limitation, the Client shall ensure that:

13.2.1 all persons attending the Premises are pre-registered where required and wear issued security badges at all times whilst on site;

13.2.2 security badges, passes and access credentials are not shared, transferred or used by any unauthorised person;

13.2.3 visitors are escorted at all times unless expressly authorised by the Company;

13.2.4 access is restricted to authorised areas only and the Client's personnel shall not enter secure, technical, machine room, data centre or other restricted areas without prior written approval;

13.2.5 no photography, filming, screen capture, audio recording or other recording is carried out within the Premises without the Company's prior written consent;

13.2.6 no external storage devices (including USB drives, hard drives, memory cards or similar media) or unauthorised network-connected devices are connected to the Company's Equipment or networks without prior written approval;

13.2.7 all work areas are kept secure and clear of confidential materials when unattended, and reasonable "clean desk" and screen-lock practices are observed;

13.2.8 confidential materials, rushes, scripts or other sensitive information are not left unattended in communal areas.

13.3 The Company reserves the right to:

13.3.1 conduct checks or equipment inspections where reasonably required for security purposes;

13.3.2 revoke or suspend access rights where security policies are breached; and

13.3.3 remove from the Premises any individual who fails to comply with security requirements.

13.4 All edit suite set-up and set-down costs are for the Client's account.

13.5 The Client must restore suites to the same condition as on arrival.

13.6 At the end of the Term, the Client must remove all Client Data from the Equipment. The Company accepts no responsibility for any Client Data remaining after the Term.

13.7 The Client is liable for the full replacement value of any Equipment damaged by the Client or its personnel (fair wear and tear excepted).

13.8 The Client's use of its own equipment on the Premises is at the Client's risk. The Company accepts no liability for loss or damage to Client equipment or to infrastructure/power supply resulting from the operation of Client equipment.

13.9 Unless agreed in writing, the Company will not handle or provide technical support for Client equipment. If it does so exceptionally, it accepts no liability for damage, failure, fault or loss of data therein.

13.10 The Client shall be responsible for any loss, damage, liability or regulatory consequence arising from a breach of this Clause by the Client or its personnel.

13.11 Compliance with this Clause is a material obligation of the Contract.

14. Software

14.1 Preinstalled Software remains the property of the relevant proprietor and is used subject to the relevant licences.

14.2 The Client is solely liable for any breaches of Preinstalled Software licences during its use of the Equipment.

14.3 The Client shall not copy, modify, reverse-engineer or translate Preinstalled Software.

14.4 The Client may install Additional Software only if it is a final release version and not likely to damage Equipment. Beta or pre-release versions require prior written consent.

14.5 All Additional Software must be removed prior to the end of the Term.

Approved Software Versions and Plug-ins

14.6 The Company maintains a standardised and tested environment of approved software versions and plug-ins used in connection with the Equipment and Services (the "Approved Software Environment"). A list of such approved software and plug-ins may be made available to the Client on reasonable request.

14.7 The Company will use reasonable endeavours to accommodate specific Client requests relating to particular software versions or plug-ins. However, where the Client requests or instructs the Company to install, use or support software versions, plug-ins or configurations that fall outside the Approved Software Environment, such use shall be:

14.7.1 subject to the Company's prior approval;

14.7.2 undertaken at the Client's risk; and

14.7.3 provided without any warranty as to compatibility, stability, performance or availability.

14.8 To the fullest extent permitted by law, the Company shall not be liable for any delays, technical issues, data corruption, incompatibility or other operational problems arising from the use of software versions or plug-ins outside the Approved Software Environment.

14.9 Any additional time, configuration, troubleshooting or technical support required as a result of such non-standard software or plug-ins may be charged to the Client at the Company's applicable rates.

15. Use and Care of the Equipment

15.1 The Client may only use Equipment for its intended purpose and for lawful purposes.

15.2 Equipment must be used in accordance with all operation and safety instructions.

15.3 Where specialist training is required, the Client must ensure training is provided to all relevant personnel.

15.4 The Client may only affix or connect other items to Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

15.5 The Client may not affix the Equipment to anything unless using fixings approved and supplied by the Company.

15.6 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of the Equipment) or such other products as authorised by the Company.

15.7 The Client may not remove Equipment from the Premises without prior written consent (except laptops and portable disk drives).

15.8 If Equipment is taken outside the UK with consent, the Client is solely responsible for customs clearances, licences and permits.

16. Equipment Return

16.1 At the end of the Term the Client must return the Equipment.

16.2 The Company has two (2) weeks to inspect returned Equipment.

16.3 If cleaning/maintenance is required due to normal wear and tear, any Deposit will be returned in full after inspection.

16.4 If additional cleaning/maintenance is required beyond normal wear and tear, the Company may retain the Deposit in whole or in part and will provide reasons and calculations in writing.

16.5 Security passes – Passes not returned when no longer required will be charged at £50 per pass.

17. Maintenance and Upgrades

17.1 The Client shall not repair the Equipment without prior written consent.

17.2 The Client may not perform hardware upgrades without prior written consent.

17.3 The Client must promptly report any Equipment failure. The Company will use reasonable endeavours to respond and rectify as soon as practicable.

18. Storage & Library Services

18.1 These Terms shall be read in conjunction with the Company's Media Retention Policy (as amended from time to time). The Media Retention Policy forms part of the Contract and sets out the Company's standard data handling, storage, archiving and deletion practices. In the event of any inconsistency between the Media Retention Policy and these Terms, these Terms shall prevail.

18.2 Included storage (if any) is stated in the Quotation. Additional storage is chargeable.

18.3 The Company will not be held responsible or liable for the quality or integrity of source data or media supplied by the Client.

18.4 Unless the Company is contracted to provide a full dailies service (where checking/backups form part of the scope), the Client is responsible for the integrity of Client Materials and for maintaining additional copies as required by its commissioner/specifications.

18.5 The Company may transfer only the minimum amount of media needed to online/nearline systems. RAW rushes will not be retained on online/nearline systems once processed.

18.6 Unless instructed to the contrary in writing, the Company will delete working media and Deliverables sixty (60) days after delivery. If the Client requires storage/archiving beyond sixty (60) days, storage charges apply and the Client must notify the Company in writing within that period; the Company will then issue a Quotation.

18.7 The Client acknowledges that deletion of media and data in accordance with this Clause forms part of the Company's ordinary course of business. The Company has no obligation to preserve data for evidential or dispute purposes unless the Client provides written notice requesting preservation within the applicable retention period.

18.8 Once media has been moved to LTO in line with the Company's Media Retention Policy, if the Client requires media to be restored back to any server(s), a minimum restoration fee of £2,500 plus VAT applies.

18.9 The Company may archive completed work and will not archive media not used in the final delivered version or temporary renders, unless agreed.

18.10 If the Client requires project media to be restored from archive, the Company's standard charges will apply

18.11 The Company will return any physical media belonging to the Client after completion of the Project.

18.12 If the Client requires materials to be destroyed, the cost will be passed on plus a thirty percent (30%) administration charge.

19. Quality Control and Client Sign-off

19.1 The Client is responsible for providing accurate, complete and up-to-date technical delivery specifications, including broadcaster or platform requirements. The Company shall be entitled to rely on such specifications and shall not be responsible for failures arising from incorrect, incomplete or subsequently changed specifications.

19.2 It is the Client's responsibility to attend the final Quality Control (QC) review and to sign off on a completed asset prior to delivery.

19.3 If the Client declines to attend QC, it is deemed to authorise the Company to carry out QC and accept the Company's determination. Upon successful QC the Company will provide a passed QC report once checks are completed.

19.4 Third Party Content – The Client is responsible for technical and editorial quality of Third Party Content and bears rectification costs where Third Party Content fails QC or broadcaster requirements. The Client warrants it has secured necessary rights in Third Party Content.

19.5 The Company does not warrant or guarantee acceptance of the Deliverables by any broadcaster, platform, distributor or commissioning entity. Provided that the Deliverables meet the agreed technical specifications, the Company shall have no

liability for rejection, delay or non-acceptance arising from editorial judgment, commissioning decisions or changes to broadcaster requirements.

19.6 Licences – The Client is responsible for securing and paying for any Dolby or other third-party licences unless agreed otherwise.

20. Use of Artificial Intelligence and Machine Learning

20.1 The Company may use automated tools, including artificial intelligence or machine learning technologies ("AI Tools"), in connection with the performance of the Services for purposes such as workflow efficiency, technical analysis, quality control, error detection or enhancement, provided that such use does not materially alter the agreed creative intent unless expressly approved by the Client.

20.2 Unless expressly agreed in writing between the parties in advance, the Company shall not use Client Data, Client Materials, Deliverables or any confidential information of the Client to train, fine-tune, develop or improve any generative artificial intelligence, machine learning model or similar system intended for use beyond the relevant Project.

20.3 The Company shall not knowingly input Client Data, Client Materials or Deliverables into any publicly accessible or open-training artificial intelligence system where such input would result in loss of confidentiality or third-party access.

20.4 Nothing in this Clause prevents the Company from using aggregated, anonymised or non-identifiable technical data (excluding creative content) for internal system optimisation, security improvement or workflow enhancement.

20.5 The Client acknowledges and agrees that:

20.5.1 AI Tools may generate content based on large datasets not controlled by the Company;

20.5.2 AI-assisted outputs may not be unique and may resemble or be similar to existing works;

20.5.3 The legal and regulatory status of AI-generated content is evolving and may change over time.

Accordingly:

20.5.4 the Company gives no warranty or representation that any AI-assisted output is original, non-infringing, or capable of protection under any intellectual property law; and

20.5.5 the Client assumes all risk in relation to the exploitation and commercial use of AI-assisted outputs.

20.6 The Client shall indemnify, defend and hold harmless the Company and its officers, employees and contractors against all losses, damages, liabilities, claims, costs and expenses (including reasonable legal fees) arising out of or in connection with:

20.6.1 the Client's use, distribution, broadcast, publication or exploitation of any AI-assisted output;

20.6.2 any allegation that an AI-assisted output infringes third-party rights; and

20.6.3 any claim arising from the legal status of AI-generated content, including where such infringement or regulatory issue arises after delivery of the Services.

This indemnity applies whether the alleged infringement:

- existed at the time the Services were performed; or
- arises or is asserted at any time thereafter due to changes in law, technology, interpretation or enforcement.

Nothing in this Clause limits liability for the Company's wilful misconduct or knowing infringement.

20.7 This Clause 20 survives termination or expiry of the Contract.

21. Insurance

21.1 The Client is responsible for insuring its own equipment fully at replacement value.

21.2 The Company accepts no liability for the Client's goods, equipment or personal belongings on the Premises.

21.3 The Company does not provide insurance for Client equipment loss/failure or for data loss/corruption.

21.4 Any installation or operation by the Client of its own equipment at the Premises is at the Client's risk.

21.5 The Company maintains public liability and employer's liability insurance in accordance with UK statutory requirements.

21.6 The Client acknowledges that the allocation of risk and limitations of liability set out in the Contract reflect the parties' respective insurance arrangements and the Fees charged for the Services, and that the Client is responsible for arranging insurance appropriate to the risks it assumes under the Contract.

22. Liability

22.1 The Company shall exercise reasonable care and skill in providing the Services and operating its Equipment in accordance with generally accepted industry standards.

22.2 Nothing in the Contract excludes or limits either party's liability for:

22.2.1 death or personal injury caused by its negligence;

22.2.2 fraud or fraudulent misrepresentation; or

22.2.3 any other liability that cannot lawfully be excluded or limited.

22.3 Subject to Clause 22.2, the Company shall not be liable (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) for any:

22.3.1 loss of profit, revenue or income;

22.3.2 loss of business, contracts or business opportunities;

22.3.3 loss of goodwill or reputation;

22.3.4 loss of anticipated savings;

22.3.5 loss of, corruption of, or damage to data, content or media (including Client Data or Client Materials);

22.3.6 loss of use of software, hardware, facilities or equipment;

22.3.7 business interruption; or

22.3.8 indirect, special, incidental or consequential loss or damage,

in each case whether foreseeable or contemplated.

22.4 Subject to Clauses 22.2 and 22.5, the Company's total aggregate liability to the Client arising out of or in connection with the Contract and/or the relevant Project (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) shall be limited to an amount equal to the total Fees paid or payable by the Client to the Company under the relevant Project giving rise to the claim. This limit applies in aggregate and not per claim.

22.5 The Company shall not be liable for any loss, damage, delay or failure to the extent arising from:

22.5.1 defects, errors or failures in Client Materials or Third Party Content;

22.5.2 the Client's instructions, approvals, omissions, changes (including changes to picture lock or delivery schedules) or failure to provide timely information; or

22.5.3 Deliverables modified, adapted, combined or used outside the scope of the Services.

22.6 The Company shall not be liable for delay or failure caused by a Force Majeure Event.

22.7 The Company shall not be liable for cyberattacks or unauthorised access despite reasonable security measures.

22.8 The Client shall indemnify, defend and hold harmless the Company, its officers, employees, contractors and agents against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from:

22.8.1 breach of the Contract by the Client;

22.8.2 infringement of third-party rights arising from Client Materials or Third Party Content;

22.8.3 the Client's misuse of the Services, Facilities or Equipment;

22.8.4 any claim arising from or in connection with AI-assisted outputs as described in Clause 20; or

22.8.5 claims against the Company by third parties arising from the Client's acts or omissions.

22.9 This Clause 22 survives termination or expiry of the Contract.

23. Data Protection

23.1 Each party shall comply with applicable data protection laws including the UK GDPR and the Data Protection Act 2018 (and any replacement or successor legislation).

23.2 Where the Company processes personal data on behalf of the Client in connection with the Services, the parties will agree (or be deemed to have agreed) the Company's data processing terms or data processing addendum (if provided by the Company) which shall form part of the Contract.

23.3 Where the Client instructs the Company to include personal data as metadata to meet broadcaster delivery requirements, the Client warrants it has obtained all necessary consents and has complied with applicable laws.

23.4 The Company shall process such personal data only in accordance with the Client's lawful instructions, shall not use it for any other purpose, and will implement appropriate technical and organisational measures to protect it.

24. Confidentiality

24.1 Each party shall keep confidential all information disclosed by the other that is marked confidential or that ought reasonably to be considered confidential, including commercial terms, workflows and Client Materials.

24.2 Confidentiality obligations do not apply to information that:

24.2.1 is or becomes publicly available through no breach;

24.2.2 was lawfully known to the receiving party before disclosure;

24.2.3 is lawfully received from a third party without restriction; or

24.2.4 is independently developed.

24.3 A party may disclose confidential information where required by law or a competent authority, provided it gives prior notice where lawful.

25. Termination

25.1 Either party may terminate immediately by written notice if:

25.1.1 the other commits a material breach that is incapable of remedy, or is not remedied within ten (10) days of written notice specifying the breach and requiring remedy;

25.1.2 the Client is overdue with payment or has been persistently overdue;

25.1.3 the Project is suspended, delayed or placed on hold for a continuous period of ninety (90) days or more for reasons not attributable to the terminating party. For the purposes of this Clause, a Project shall be deemed suspended where no substantive Services have been performed due to the Client's failure to provide materials, approvals, instructions or access; or

25.1.4 the other ceases to trade, becomes insolvent, or is subject to insolvency-related proceedings.

25.2 Effects of termination – On termination:

25.2.1 the Client must pay all Fees, costs and expenses incurred up to the effective date of termination, together with any applicable Cancellation Charges and any applicable Minimum Spend (to the extent not already invoiced/paid);

25.2.2 each party must return or securely dispose of the other's property and confidential information (subject to lawful retention);

25.2.3 the Company will deliver to the Client any Deliverables completed as at the termination date, and may (at its discretion) provide work-in-progress in its then-current state once outstanding sums are paid;

25.2.4 Any work-in-progress provided on termination shall be supplied on an "as-is" basis, without warranty as to completeness, functionality or fitness for purpose, and may be subject to technical or software limitations.

25.2.5 where Equipment has been provided, the Company may require immediate return or may repossess Equipment and charge reasonable repossession costs.

25.2.6 Termination by the Client shall not relieve the Client of any Minimum Spend commitment.

26. Force Majeure

26.1 Neither party is liable for delay or failure due to circumstances beyond its reasonable control (a "Force Majeure Event"), including industrial disputes, civil commotion, terrorism, war, natural disasters, pandemics and governmental restrictions.

26.2 The affected party shall notify the other within two (2) business days of becoming aware of the Force Majeure Event, with details and estimated duration.

26.3 If a Force Majeure Event continues for more than two (2) months, the non-affected party may terminate by written notice.

26.4 During the continuation of a Force Majeure Event, the Company may suspend performance of the affected Services and shall resume performance as soon as reasonably practicable following cessation of the Force Majeure Event, subject to revised schedules agreed in good faith.

26.5 Fees and cancellation during Force Majeure: Unless otherwise agreed in writing:

26.5.1 the Client remains liable for Fees for Services already performed and costs incurred;

26.5.2 Cancellation Charges will not apply to the extent the Client cannot lawfully or practically proceed solely due to the Force Majeure Event, provided the Client mitigates and cooperates in good faith; and

26.5.3 the parties shall discuss in good faith a revised schedule and scope.

27. Notices

27.1 Notices must be in writing and delivered by hand, pre-paid post, or email to the addresses set out in the Quotation (or otherwise notified).

27.2 A notice is deemed received:

27.2.1 if delivered by hand, on signature;

27.2.2 if posted, at 09.00 on the second business day after posting; or

27.2.3 if emailed, at the time of transmission provided no delivery failure is received.

28. Assignment and Subcontracting

28.1 The Client may not assign or transfer the Contract without the Company's prior written consent.

28.2 The Company may subcontract performance of Services (including to other group entities and specialists) but remains responsible for performance of the subcontracted obligations.

29. Non-Solicitation of Personnel

29.1 During the Term and for a period of twelve (12) months following the expiry or termination of the Contract (for any reason), the Client shall not, without the Company's prior written consent:

29.1.1 solicit or entice away from the Company;

29.1.2 employ or engage (whether directly or indirectly, as employee, freelancer, consultant or otherwise); or

29.1.3 procure or facilitate the employment or engagement of,

any person who has been materially involved in providing the Services and with whom the Client has had direct contact in connection with the Project.

29.2 This restriction shall not apply where:

29.2.1 the relevant individual responds to a bona fide general advertisement or recruitment campaign not specifically targeted at the Company or its personnel; or

29.2.2 the individual approaches the Client entirely on their own initiative without prior solicitation or encouragement by the Client.

29.3 This Clause applies equally to employees, freelancers, consultants and contractors engaged by the Company.

29.4 If the Client breaches this Clause, the Client shall pay to the Company a recruitment fee equal to thirty percent (30%) of the individual's annualised gross remuneration (or, if engaged on a freelance basis, 30% of the projected first 12 months' fees), representing a genuine pre-estimate of the Company's loss.

29.5 This Clause 29 survives termination or expiry of the Contract.

30. No Waiver

30.1 No failure or delay by either party to enforce any provision constitutes a waiver of that (or any other) provision.

31. Severance

31.1 If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable.

32. Entire Agreement

32.1 The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior understandings, communications and arrangements. Each party acknowledges it has not relied on any statement or representation not set out in the Contract, except in respect of fraud.

33. Third Party Rights

33.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

34. Title to Equipment

34.1 Legal and beneficial ownership of any Equipment supplied by the Company remains with the Company at all times.

35. Law and Jurisdiction

35.1 The Contract and any dispute or claim arising from it shall be governed by the laws of England and Wales. The courts of England shall have exclusive jurisdiction.

Appendix A

DIT and Dailies Services on Location

A1. Scope of On-Location Services

A1.1 The Company may provide DIT and Dailies services on location, including but not limited to:

- data wrangling, backup, and verification of footage captured during production.
- initial colour grading and generation of dailies for client review.
- equipment setup, operation, and maintenance within designated on-location vehicles or facilities.

A1.2 Services will be conducted in accordance with agreed technical/creative requirements and industry best practice.

A2. Access and Site Requirements

A2.1 The Client shall ensure that:

- the location is accessible to the Company's vehicles and personnel at agreed times.
- appropriate parking and operational space are made available for the Company's vans, including proximity to power sources where required.
- the site complies with all applicable health and safety standards and regulations with adequate security provision.

A2.2 The Client is responsible for securing any permits or authorizations necessary for the Company's vehicles and personnel to operate at the location.

A3. Equipment and Data Responsibility

A3.1 The Company shall exercise reasonable care in handling and processing all footage and data. However, the Client acknowledges that:

- the Client remains the owner of all data and is responsible for ensuring adequate insurance coverage for it.
- the Company's liability for loss or damage to footage or data is limited to instances where such loss is directly attributable to the Company's negligence, subject always to the limitations and exclusions in Clause 22.

A3.2 The Client must provide clear instructions regarding data management, including specific file naming conventions, backup protocols, and delivery formats.

A3.3 The Company will maintain multiple verified backups of footage while in its possession but is not liable for data loss caused by equipment failure, unless the Company failed to take reasonable precautions (e.g., verifying backups).

A4. Working Conditions

A4.1 The Client shall ensure that the Company's personnel have access to adequate facilities on location, including:

- Reasonable rest breaks during extended shoot days.
- Shelter from adverse weather conditions if on-site work must occur outside the vehicle.

A4.2 The Company reserves the right to pause or suspend services if environmental conditions (e.g., extreme weather) or safety concerns make continued operation impractical or unsafe.

A4.3 Any additional work hours required beyond the agreed schedule due to Client delays or last-minute requests will be subject to additional charges, outlined in the Commercial Terms.

A5. Security and Risk Management

A5.1 The Client shall ensure that the on-location environment is secure and that reasonable measures are in place to protect the Company's vehicles, equipment, and personnel from theft, vandalism, or other risks.

A5.2 The Client agrees to indemnify the Company for any damage to vehicles or equipment resulting from the actions or negligence of the Client, its personnel, or third parties engaged by the Client.

A5.3 The Company shall carry standard insurance for its equipment and vehicles but shall not be liable for uninsured losses arising from actions outside its control.

A6. Deliverables and Deadlines

A6.1 The Company will deliver dailies and other agreed outputs according to the schedule specified in the Commercial Terms.
A6.2 Delivery times may be adjusted in the event of unforeseen delays, including but not limited to:

- Technical issues arising on-site.
- Delays in footage being provided by the Client or production team.

A6.3 The Client acknowledges that dailies provided on location are for review purposes only and may not represent final-grade quality unless otherwise agreed in writing.

A7. Force Majeure and Delays

A7.1 The Company is not liable for delays or disruptions in services caused by circumstances beyond its reasonable control, including but not limited to:

- Severe weather conditions affecting on-location operations.
- Power or equipment failures on-site not attributable to the Company's negligence.
- Delays in production schedules or access to required footage.

A7.2 In such cases, the Company will make reasonable efforts to mitigate delays and communicate updated delivery timelines to the Client.

A8. Alignment with Main Terms

A8.1 This Appendix A forms part of the Contract and shall be read in conjunction with the Terms.

A8.2 In the event of any conflict between this Appendix and the Terms, the Terms shall prevail.

Appendix B

VFX Services

B1. Scope of VFX Services

B1.1 The Company shall provide visual effects services ("VFX Services") as described in the relevant Quotation and/or project-specific statement of work, which may include (without limitation):

a) concept design, look development and previsualisation;

b) on-set or near-set supervision and data capture;

c) asset creation (including modelling, texturing, rigging and animation);

d) compositing, clean-up, rotoscoping, tracking and match-moving;

e) simulation and effects work;

f) colour space management and delivery preparation; and

g) such other VFX-related services as expressly agreed in writing.

B1.2 Unless expressly stated otherwise in writing, VFX Services are provided on a "best endeavours" basis to achieve the agreed creative intent, recognising that VFX outcomes are inherently subjective and iterative.

B2. Assumptions and Dependencies

B2.1 The VFX Services are priced and scheduled on the basis of the assumptions set out in the Quotation, including (where applicable):

a) agreed shot counts, shot durations and complexity;

b) availability, quality and technical specifications of plates, elements and reference materials;

c) agreed delivery formats, colour pipelines and technical standards; and

d) timely provision of instructions, feedback and approvals by the Client.

B2.2 Any deviation from these assumptions may result in additional Fees, revised schedules and/or changes to scope.

B3. Client Responsibilities

B3.1 The Client shall:

a) appoint a suitably authorised creative and technical representative to provide consolidated feedback and approvals;

b) ensure that all plates, elements and reference materials are delivered in accordance with the agreed technical specifications and timelines;

c) secure all necessary rights, licences and consents in relation to Client Materials and Third Party Content used in the VFX Services;

d) ensure that any editorial decisions (including picture lock, shot selection and cut duration) are final before commencement of the relevant VFX work, unless otherwise agreed in writing.

B3.2 The Company shall be entitled to rely on instructions and approvals provided by the Client's authorised representative.

B4. Change Control

B4.1 Any change to the agreed scope of VFX Services, including (without limitation):

a) changes to picture lock, shot count, shot duration or editorial decisions;

b) creative revisions beyond the agreed number of review rounds (if any);

c) changes to delivery specifications or formats; or

d) late provision or replacement of plates or elements,

shall constitute a change request.

B4.2 The Company shall notify the Client where a change request is likely to impact Fees, schedule or resources, and shall issue a revised estimate or Quotation for approval before proceeding, where reasonably practicable.

B5. Reviews, Approvals and Acceptance

B5.1 The Company shall provide VFX outputs for review in accordance with the agreed review process and schedule.

B5.2 Unless otherwise agreed, the Client shall provide consolidated feedback within the timeframe specified in the Quotation or agreed schedule.

B5.3 Where the Client fails to provide feedback or approval within the agreed timeframe, the Company may:

a) proceed on the basis that the relevant work is approved for the purposes of schedule and resourcing; and/or

b) revise delivery dates accordingly.

and any resulting delay shall not constitute a breach by the Company.

B5.4 Acceptance of final VFX Deliverables shall be subject to Clauses 9.10 and 9.11 of these Terms.

B6. Iterations and Creative Subjectivity

B6.1 Unless expressly stated otherwise in writing, the Fees include a reasonable number of creative iterations consistent with industry practice for the agreed scope.

B6.2 Further iterations requested by the Client beyond this reasonable number shall be chargeable as additional Services.

B6.3 The Client acknowledges that creative judgement is inherently subjective and that disagreement with creative choices, absent failure to meet agreed specifications, does not of itself constitute a defect.

B7. Use of Third-Party Tools and Assets

B7.1 The Company may use third-party software, plugins, render farms, tools and/or stock assets as part of the VFX Services.

B7.2 Where the use of third-party assets involves additional licence fees or usage restrictions, these shall be notified to the Client and charged where applicable.

B7.3 The Company does not warrant continued availability of third-party tools or identical results if Deliverables are re-opened or revised after final delivery.

B8. Data Management and Storage

B8.1 VFX working files may be large, complex and software-version dependent. The Company's data retention and deletion policies set out in Clause 18 apply equally to VFX materials.

B8.2 Unless expressly agreed otherwise in writing:

a) scene files, caches, simulations and intermediate renders do not form part of the Deliverables; and

b) the Company is not obliged to maintain VFX projects in a state capable of future revision after deletion in accordance with its retention policy.

B9. Delivery Standards

B9.1 The Company shall deliver VFX Deliverables in the formats, resolutions and colour spaces specified in the Quotation or agreed technical specification.

B9.2 Unless otherwise agreed, VFX Deliverables are supplied as final renders or composited shots only, and do not include editable project files.

B10. Credits and Publicity

B10.1 Where screen or production credits are customary, the Client shall use reasonable endeavours to accord the Company an appropriate VFX credit in a form and placement customary for productions of a similar nature and budget.

B10.2 Subject to Client confidentiality obligations and embargoes, the Company may reference the Project in its showreels, portfolios and credentials once the Project has been publicly released, unless otherwise agreed in writing.

B11. Alignment with Main Terms

B11.1 This Appendix B forms part of the Contract and shall be read in conjunction with the Terms.

B11.2 In the event of any conflict between this Appendix and the Terms, the Terms shall prevail.