

## Molinare TV & Film Limited (“Molinare”) Terms and Conditions

### 1. Rates

Rates agreed on your productions refer to bookings between a standard working day which is usually between the hours of 09:00 am and 19:00 pm on Monday to Friday (“standard time”). A standard 8 hour day starts at 09:00 and finishes at 18:00 with a one hour lunch break. Overtime will be charged after 19:00hrs at the following rates:

- a) On weekdays (Mon-Fri) the primary rate of overtime is standard time + 30% but increases to standard time + 100% after midnight (until 08:00 or the commencement of the next period of standard time as agreed previously).
- b) Weekends will be charged as overtime at standard time + 50% between the hours of 09:00 and 18:00 rising to standard time + 75% after 18:00, and then rising again to standard time + 100% after midnight (until 08:00 or the commencement of the next previously agreed booking). Minimum booking duration during weekends is 4 hours.
- c) Bank Holidays will be charged as overtime at standard time + 100% at all times. Minimum booking duration for public holidays is 4 hours. If a session runs past 11pm it may be necessary for Molinare staff to get a taxi home or, if more appropriate, to stay overnight in a local hotel. If this is required these costs will be recharged, but will be limited to staff specifically attached to the production, such as mix technicians, mixers, editors or colourists (but not runners for example). Staff taxis will be capped at £100 per person per night.
- d) “Set-up time” may be required prior to the start of a new session, especially on complicated productions or if additional equipment requires configuring and testing. These hours will be charged at 50% of the relevant studio’s “standard time” rate and capped at a maximum of 8 hours.
- e) Each studio comes with a standard set of hardware and software that is provided inclusive of the hourly rate. Any items requested, including software plugins, that are not standard will be charged separately. Information on standard studio equipment is available on request. Molinare supply a range of complimentary refreshments on site, details of which can be found in our welcome pack. All other food/drink/etc. will be charged on as extras.
- f) For post production service deals, the quote must be renegotiated following any changes to the agreed picture lock or other significant changes that affect agreed post schedule and delivery dates. The above rates form our standard policy and therefore are applicable to all bookings, unless agreed in writing by Molinare prior to the work being completed.
- g) Molinare’s estimates are offered on a pro-rata basis. All additional time, outside the quoted allocations, will be charged at the rates displayed in the quote

### 2. Expenses and Extra Costs

- a) Molinare will pass on the cost of all additional expenses incurred by the production, for example file transfers, taxis, couriers, bikes, consumables, printing, phone calls, and meals). These costs are all subject to an administration charge of 30%.

- b) Additional equipment hired at the request of the client will be charged to the production, along with any related “set-up time”. Molinare cannot accept responsibility for any loss, damage, delays or defects associated with any equipment supplied by third-party suppliers at the client’s request. Any equipment supplied directly by the client will remain the sole responsibility of the client. The client must ensure that they have insurance in Place.

### **3. Booking Policy**

- a) Molinare operates a system of ‘pencil’ and ‘confirmed’ bookings. ‘Pencil booking’ –refers to time held provisionally by the client for a given period of time. Molinare’s pencil booking system operates on a strictly first-come first-served basis and a queue will form on that basis e.g. ‘first pencil’, ‘second pencil’ and so on.
- b) ‘Confirmed booking’ –refers to the guaranteed and secured use of the facilities booked for a given time period. A confirmed booking, once made, becomes subject to our cancellation policy (see below). A booking is only considered ‘confirmed’ once a Purchase Order or PPSA, signed by the appropriate and authorised representatives of the production, has been received by Molinare. In certain circumstances Molinare may require a deposit to be paid. Molinare will not accept responsibility for ensuring that sufficient time has been booked for a given project, the responsibility for that remaining entirely with the Production representative.
- c) You may be required at any time to either confirm the pencil booking by issuing a Purchase Order or relinquish it. Usually this will occur following a ‘challenge’ from one of Molinare’s post producers in response to the requirements of a confirmed project. Confirmations arising from a scenario such as this may be subject to an upfront deposit.
- d) Likewise if you are not in 1st pencil position and you wish to confirm the time with a signed Purchase Order, we will then instigate a similar challenge on your behalf. If your challenge is successful an upfront deposit will be required (see payment terms below).

### **4. Cancellation Policy**

- a) Weekly Bookings: A “confirmed” booking is considered to be the total number of weeks on your Purchase Order, booked as a block. It is subject to the following cancellation fees: i.e. 100%: Less than 20 working days’ notice ii. 50%: More than 20 working days’ notice but less than 30 working days’ notice. iii. 25%: More than 30 working days but less than 60 working days’ notice.
- b) Daily Bookings: A “confirmed” booking is considered to be the total number of days (or hours) on your Purchase Order, booked as a block. It is subject to the following cancellation fees: i.e. 100%: Less than 7 days’ notice. ii. 50%: More than 7 days’ notice but less than 14 days iii. 0%: More than one calendar week.

### **5. Payment Terms**

- a) Standard payment terms are 30 days from invoice unless agreed otherwise in writing. Payment relating to upfront deposits for confirmed bookings must be received within 24 hours from invoice unless agreed otherwise in writing Molinare reserves the right to charge interest on late payments and compensation for debt recovery costs.

## 6. Storage & Library Services

- 1) Data storage included during offline or finishing post will be clearly marked in the quote. Any additional data storage required will be charged at the rate displayed in the quote. If productions anticipate large storage requirements then Molinare may request that production provide their own storage device.
- 2) Only the minimum amount of media will be transferred to online or nearline storage systems. RAW rushes will not be kept on nearline or online storage once they have been debayered and/or processed for use.
- 3) Unless instructed to the contrary, Molinare will delete all working media and deliverables after a 45 day period for Terrestrial TV, after a 60 day period for working media and a 30 day period for deliverables for VOD platforms and features. The start of the 30, 45, 60 day period begins after the last deliverable has been delivered. If the client requires Molinare to store or archive materials after this period, storage charges will apply. It is the responsibility of the client to inform Molinare in writing of any future archiving requirements within this period, for which a quote will then be issued.
- 4) Molinare reserves the right to archive elements of work completed for the production by Molinare. Molinare will not hold or archive any elements which are not used in the final delivered version of the project, and will not hold or archive any renders that have been used to create deliverables for the production company, distributor or broadcaster.
- 5) If the client requires Molinare's project to be restored from archive, charges will apply.

**Molinare will return any physical media belonging to the client after completion of the project. If the client requires the materials to be destroyed, the cost of destruction will be passed onto the client. These costs are subject to an administration charge of 30%.**

## 7. Liability for goods and equipment on the premises

- a) Molinare will accept no liability for clients' goods, equipment or personal belongings whilst on the premises.
- b) Molinare does not hold insurance for any loss or failure of client equipment and it is the responsibility of the client to arrange suitable insurance for this purpose, where they require it.
- c) Where client equipment is installed and operated at Molinare's premises, this is entirely at the clients' risk and Molinare accept no liability for any loss caused by the failure of Molinare's equipment, infrastructure or power supply.
- d) Unless otherwise agreed in writing, Molinare will not undertake to handle or provide technical support for any client equipment. If, in exceptional cases and with client agreement, Molinare do undertake to handle or provide technical support for any client equipment, Molinare will not accept any liability for damage, failure or fault in the equipment, nor liability for any loss of intellectual property, media or data therein.

## 8. Data Protection

- a) The client acknowledges and agrees that it may be necessary for Molinare to use certain personal data (as defined in Schedule 1(1) of the Data Protection Act 1998 (the "Act")) for the purposes of adding

descriptive metadata to the file in order to comply with a broadcaster's delivery requirements. The client represents and warrants that it has obtained all necessary consents and complied with all of its legal and contractual obligations in respect of such personal data and that the inclusion of such personal data in the metadata of the file and the delivery of the file to the broadcaster will not constitute a breach of any law or regulation including, but not limited to, the Act. Molinare agrees that it shall only use such personal data in accordance with the instructions of the client, shall not use the personal data for any other purpose and will endeavour to keep such personal data safe and secure.

## 9. Client Sign-off

- a) It is the client's responsibility to attend the final QC/review and ultimately sign off a completed project prior to delivery to broadcasters. Upon successful QC, Molinare will supply the client with a Producer Acceptance Report which should be signed prior to the creation of final deliverables. In the event that the Producer Acceptance Report is not signed and returned to Molinare within 3 working days, the client shall be deemed to have accepted the Producer Acceptance Report in all respects.
- b) To the extent that any completed programme sound and/or picture content is supplied by the client to Molinare for the purpose of creating deliverable copies ("Third Party Content"), the client represents and warrants that the client is in all respects satisfied with the technical and editorial sound and/or picture of such Third Party Content.
- c) For the avoidance of doubt, the client shall bear the full cost of rectification in the event that:
  - (i) Third Party Content fails any mandatory QC test or does not meet any other requirement of the relevant broadcaster of the programme.
  - (ii) Any programme content does not meet the requirements of the relevant broadcaster.

## 10. Dolby

Please note, it is the production's responsibility to contact Dolby regarding all licenses.

## 11. VAT

All rates quoted exclude VAT which will be charged at the prevailing rate, E&OE.

**Our T&Cs are subject to change at any time without notice.**