

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

The following Commercial Terms apply to all hires of edit suites and related equipment (“the **Equipment**”) from MOLINARE TV & FILM LIMITED (**Molinare**” or “**we/us**” or “the **Company**”) by Molinare clients (“**Clients**”) who are hiring the Equipment for use at the Company’s business premises (“**Premises**”) or otherwise. These Commercial Terms and Molinare’s Standard Terms and Conditions <https://molinare.co.uk/-content/uploads/2022/03/Molinare-Terms-and-Conditions.pdf> together form the basis of the Hirer Agreement between the Client and Molinare.

A. Commercial Terms

1. Rates

1.1 Our rates, expressed as a percentage of our standard hourly rate (100%), are as set out in the following table, and are subject to the remaining provisions of this paragraph:

| 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 | | |
| 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 | For late (after 11pm) sessions client will be required to pay extra staff surcharges per paragraph 2 |

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

1.2 Where set-up time is required prior to the start of a new session, especially on complicated productions or if additional equipment requires configuring and testing, the Client will be charged for this time at 50% of the rate applicable to the main session, subject to a maximum of 8 hours.

1.3 The hourly rate includes the provision by the Company of a studio equipped with the Company’s standard hardware and software set up. Where the Client requires non-standard items, including software plugins, these will be provided where possible that will be charged separately. Information on standard studio equipment is available on request.

1.4 The Company will supply complimentary refreshments on site, details of which can be found in our welcome pack. Extra refreshments will be subject to an additional charge under paragraph 2.

2. **Additional Costs and Expenses**

- 2.1 If a Client’s edit session runs past 11pm it may be necessary for Molinare staff members to get a taxi home or, at Molinare’s option, to stay overnight in a local hotel. If this is required, these costs will be for the Client’s account 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 taxi charges will be capped at £100 per person per night.
- 2.2. Molinare will be entitled to pass on the cost of all additional expenses incurred by the Client as part of its production work including without limitation: file transfers, taxis, couriers, bikes, consumables, printing, phone calls, refreshments (over and above those provided by the Company) and meals. These costs as well as being recharged to the Client will be subject to an administration charge of 30%.

3. **Bookings**

- 3.1 A booking is only considered confirmed (a “**Confirmed Booking**”) once a Purchase Order or PPSA, indicating the hire period/s and dates required by the Client, signed by the appropriate and authorised representatives of the Client, has been received by Molinare and Molinare has confirmed the booking to the Client by email. A legally binding Hire Agreement (as defined in our General Terms and Conditions) between the Client and the Company comes into effect upon Confirmation of a booking and secures use of the facilities booked for the time period specified in the booking together with any requested Molinare production specialists such as colourists. **A Confirmed booking, once made, becomes subject to our cancellation policy (see paragraph 4 below).**
- 3.2 Molinare reserves the right to require a deposit to be paid at the time of the booking, in which case the booking will not be Confirmed until we have received the payment of the deposit. Molinare reserves the right to decline any booking at its discretion.
- 3.3 It is entirely the Client’s responsibility for ensuring that it has booked sufficient time to allow for the completion of a given project.

4. **Cancellations and Changes to Bookings**

- 4.1 Where a Client gives insufficient prior notice of a booking cancellation, it shall be liable to make a cancellation payment calculated as follows:

| Cancellation Charges Applicable to Finishing Post Services | | |
|---|--|--|
| Booking Duration | No. of working days’ prior notice of cancellation given by Client | *Cancellation Payment (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 |

**All cancellations of the Jack Cardiff Theatre attract a 100% Cancellation Payment regardless of the period of prior notice. The cancellation payment on any confirmed booking of Finishing Post services (including Jack Cardiff Theatre bookings) shall be reduced by 80% if Molinare has been able to resell the relevant facilities and has confirmed this to the Client in writing.*

| Cancellation Charges Applicable to Offline Services | | |
|--|--|--|
| Booking Duration | No. of working days' prior notice of cancellation given by Client | *Cancellation Payment (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 |

** The applicable cancellation payment shall be reduced by 90% if Molinare has been able to resell the relevant offline facilities and has confirmed this to the Client in writing.*

4.2 Without prejudice to the above, Molinare will attempt to accommodate changes to a Client's booking dates. If we are able to make these changes we will agree to them in writing and the Confirmed booking will be deemed revised accordingly. Where we do so, we cannot guarantee that the same production specialists specified in the original booking will be available to meet the Client's revised production schedule but if they are not available we will provide substitutes with the same level of experience.

5. Payment Terms & Copyright

5.1 Our standard payment terms are 30 days from the date of invoice unless agreed otherwise in writing. Where we require the payment of an upfront deposit for a confirmed booking, payment must be received by us within 24 hours of the date of invoice unless agreed otherwise in writing, failing which your booking cannot be guaranteed. Molinare reserves the right to charge the statutory rate of interest on late payments.

5.2 No transfer to the Client of the copyright and any related intellectual property rights in on-line production work carried out by Molinare shall take effect until Molinare has received payment in full for such work. Molinare hereby reserves all such rights to itself until and unless all such payments have been made in full in cleared funds.

6. VAT

All rates are quoted exclusive of VAT which will be charged at the prevailing statutory rate.

7. Quality Control and Client Sign-off

7.1 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 to broadcasters. If however the Client declines to attend the QC review it shall be deemed to have authorised Molinare to carry out the review and to have accepted Molinare's determination of the outcome of the QC review. Upon successful completion of QC, Molinare will supply the client with a passed QC report once all checks have been completed and signed off.

7.2 Where sound and/or picture content is supplied by the Client to Molinare for inclusion in completed project for the purpose of creating deliverable copies ("Third Party Content"), it is the Client's duty to ensure that it is satisfied with the technical and editorial sound and/or picture quality of such Third Party Content. The Client agrees to bear the full cost of rectification work if (i) Third Party Content fails any mandatory QC test or does not meet any other requirement of the relevant broadcaster of the programme, or (ii) the programme content fails to meet the requirements of the relevant broadcaster in any other respect. The Client represents and warrants that it has secured the necessary rights in all such Third Party Content.

7.3 The Client acknowledges and accepts that it bears full responsibility for securing any Dolby or other third party licences.

8. Storage & Library Services

8.1 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 the Client has a large storage requirement Molinare may require it to bring its own storage device.

8.2 Molinare will not be held responsible for the quality or integrity of source data or media supplied by the client. Where Molinare is providing services on data or media provided by the Client, (and unless contracted to provide a full dailies service where source material is checked and backed up as part of the service delivery process), it remains the Client's responsibility to ensure the integrity of the data and media provided, and that additional copies are created and retained by the Client in accordance with its commissioner's specifications.

8.3 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.

8.4 Unless instructed to the contrary in writing, Molinare will delete all working media and deliverables 60 days after delivery of asset. If the Client requires Molinare to store or archive materials beyond the 60 days, 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 Molinare will then issue a quote.

8.5 Once media has been moved to LTO in line with Molinare's media retention policy, if the Client requires media to be restored back on to servers a restoration fee of £2,500 + VAT will apply.

8.6 Molinare reserves the right to archive work completed for production by Molinare. Molinare will not hold or archive any media that is 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 relevant production company, distributor or broadcaster.

8.7 If the Client requires Molinare's project to be restored from archive, Molinare's charges will apply. Molinare will return any physical media belonging to the client after completion of the project. If materials are required to be destroyed, the cost of destruction will be passed on to the Client plus an administration charge of 30%.