

DOCK10 LIMITED: TERMS OF SERVICE (POST-PRODUCTION)

Terms of Service (Post-Production)

1. How these Terms of Service work

- 1.1 These Terms of Service apply to everything you buy from us and everything we provide to you, unless we both agree something otherwise in writing. They apply even if you send us your own terms and conditions or mention them.
- 1.2 These Terms of Service together with the Quote and any Third Party Terms make up a legally binding agreement between you and us. The Agreement explains what you can expect of us, what we expect of you and how each of us can work together for our mutual benefit. You should read every part of the Agreement carefully.
- 1.3 We have tried to keep these Terms of Service as straightforward as possible by using defined words (see clause 26 for more details) and avoiding technical language. However, because this is a legal document, some legal terms are still necessary.
- 1.4 Where these Terms of Service say “**you**” or “**your**”, they mean you, the customer. When they say “**we**”, “**us**” or “**our**”, that will be a reference to us, dock10 Limited. If we refer to “**each of us**” it means both you and us. If we refer to “**either of us**” it means either you or us depending on the context.

2. Formation of the Agreement

- 2.1 Any Quote we give you is not an offer (in the legal sense) to provide our Services to you and it is only valid for 30 days.
- 2.2 When you send back your written acceptance of our Quote (an “**Order**”), you are making an offer (in the legal sense) to book the Services, and also confirming that you have the authority to enter into a legally binding agreement with us and will meet your responsibilities under the Agreement.
- 2.3 Nothing in the Agreement (including our Quote) will become legally binding on either of us, until we have accepted your Order. We can do this by:
 - (a) confirming in writing that we have accepted it (for example by countersigning the Quote or sending you a separate confirmation); or
 - (b) starting to provide the Services to you,
 whichever happens first.
- 2.4 However, if you use any of the Services before we confirm acceptance of your Order as described in clause 2.3, you will be considered to have accepted these Terms of Service and the rest of the Agreement.

3. When the Agreement Starts and Ends

- 3.1 The Agreement begins on the Commencement Date and will continue for the Service Period, unless you or we end it earlier as set out in clause 4 or clause 17 of these Terms of Service.

4. Cancelling the Agreement

- 4.1 You can cancel the Agreement before the Service Period starts by giving us written notice in advance. If you do this, you agree to pay the amount shown in the Quote or, if it is not specified there, the amount shown in the table below, unless we agree something different in writing:

Time of Cancellation	Amount Payable (% of Contract Price)
More than 6 months before the Service Period starts	0%
More than 3 months but 6 months or less before the Service Period starts	25%
More than 30 days but 3 months or less before the Service Period starts	50%

More than 7 days but 30 days or less before the Service Period starts	75%
7 days or less before the Service Period starts	100%

- 4.2 In addition to the amount stated above, and no matter when you cancel, any Deposit you have paid is non-refundable.
- 4.3 If you cancel, we will use reasonable efforts to find alternate customers for the Service Period and/or otherwise mitigate our losses. If we manage to recover any money this way, we will deduct it from what you owe us or use the recovered money to refund you up to the amount you have already paid.
- 4.4 You must also pay us back on demand, any money we have already spent, or are legally committed to spend, to provide the Services before we receive your cancellation notice. This includes our Agreed Expenses and any extra charges we may incur.

5. Our Responsibilities

- 5.1 We will provide the Services in line with Good Industry Practice, Applicable Law and our other obligations under these Terms of Services.
- 5.2 We will use our reasonable efforts to provide the Services for the Service Period without interruption, as described in the Quote.
- 5.3 However, because of the nature of the Services, unexpected issues may arise (such as overrunning customer projects, planned and emergency maintenance and events outside our reasonable control). As such we cannot guarantee the Services will always be available during the Service Period and any timescales we give are only estimates. We will let you know if we expect a significant delay to the start of the Service Period.
- 5.4 If we become aware of a problem that causes the Services to stop or be interrupted, we will use our reasonable efforts to restore the Services as soon as we reasonably can. We are not responsible for fixing problems caused by you, your Personnel or your equipment.
- 5.5 We may engage third-party contractors to deliver some or all of the Services. If we do we will take reasonable steps, in line with Good Industry Practice, to make sure such third-party contractors are competent and reputable. If a third-party contractor causes a loss or interruption of the Services, we will work promptly with them to restore the Services.

6. Your Responsibilities

- 6.1 You are responsible for making sure that the Services you book are suitable for what you need.
- 6.2 If you need to do something, or if we ask you to do something (such as giving us information, access or co-operation) so that we can provide the Services, you must do this within any deadlines we give you. If we don't give you a specific deadline, you should do it as soon as possible.
- 6.3 In using the Services you **must**:
 - (a) comply with Applicable Law;
 - (b) always follow the Site Rules and any other policies or instructions we give you about using our Premises or the Services;
 - (c) make sure you and your personnel always comply with, the health and safety requirements set out in Schedule 2;
 - (d) have and maintain appropriate security and media management policies (including for data and media archiving, backup and retention) to safeguard against loss or corruption of data or material (including, media, insert material or other content you provide) recorded or stored on our systems in the course of providing the Services;
 - (e) make sure your Personnel are suitably skilled, experienced and qualified for the work they are doing for you. If we ask, you must provide written proof of this. If they are not already

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- on our pre-authorised personnel, contractors and/or suppliers list, you must make sure the Personnel complete our vetting process before they work on our Premises;
- (f) where we use third-party contractors to supply Services to you, comply with any Third Party Terms; and
- (g) use reasonable efforts to give us a prominent credit in the end role of credits of any Material.
- 6.4 When using the Services you **must not**:
- (a) create, record, store, distribute or transmit any Material using the Services that is pornographic (meaning material rated "R" by the British Board of Film Classification), infringes rights, is, defamatory, harmful, threatening, obscene, offensive, illegal or we reasonably consider unacceptable; or
- (b) do anything that is, or is likely to be damaging to the Services, to us or to any other customer.
7. **Post-Production Activities**
- 7.1 Where Post-Production Activities are provided we are not responsible for:
- (a) the editing process or its results, nor for directing any Personnel we provide to help with or undertake any editing. These responsibilities are entirely with you;
- (b) any loss of data, whether it happens because of the interface or the way data is formatted when transferred from your facilities to our Facilities, or for any other reason. Furthermore, we cannot guarantee that the data stored on our servers or other Equipment will not be subject to corruption or deletion; or
- (c) maintaining any backups or additional copies of any of your data or media.
- 7.2 We recommend you keep a back-up copy of all your data and media and make sure it is updated regularly. You should also retain complete copies at each stage of the editorial process and store such copies off-site.
- 7.3 Where review and approval services are provided as part of the Post-Production Activities, these are supplied through MediaSilo, with video and audio assets uploaded to MediaSilo stored securely using Amazon cloud storage. Unless otherwise agreed in writing prior to the commencement of a project, these assets will be automatically deleted after 90 days. We can provide further details regarding the secure storage of such media on request.
- 7.4 All high-resolution assets and deliverables we send via file transfer services as part of the Post-Production Activities will be removed from our storage after 30 days, unless we agree a different arrangement with you in writing.
- 7.5 We do not clear data from production-owned removable media or storage devices, like camera cards and hard drives. These devices will be returned to the production in the same condition as we received them. If you have a specific requirement for us to erase or format any production-owned devices when the Post-Production Activities are complete, you must request this in writing.
- 7.6 We do not include project names on packages sent from our Premises via courier or any other delivery method, except when collected directly by the production team. We also do not use project aliases on our internal asset management and tracking systems, unless specifically request by you in writing.
8. **Additional terms relating to the supply of Facilities**
- 8.1 When you use the Facilities you **must**:
- (a) look after the Facilities and keep them clean and tidy at all times; and
- (b) allow our staff or any inspector from the health and safety executive, local authority, fire authority or similar authority to inspect the Facilities at any reasonable time without prior notice. You must fully cooperate with any such inspection.
- 8.2 When we provide the Facilities to you we may:
- (a) enter the Facilities at any time. We will act reasonably in exercising this right and try to minimise disruption to you;
- (b) refuse entry to, or remove from, the Facilities anyone who: (i) is not employed by you or acting on your behalf; (ii) is not following you or our instructions, the rules of the Facilities or the terms of the Agreement; or (iii) we reasonably believe is causing a nuisance or is a danger to others; and
- (c) stop you or your Personnel from doing anything that, in our view or that of any third party inspector, poses an unacceptable risk of damage to property or injury or loss of life to anyone. This does not affect any other rights we may have.
- 8.3 At the end of the Service Period:
- (a) you must remove all of your property and equipment, as well as anything belonging to third parties that you brought in, and leave the Facilities in as good a condition as when the Service Period began, allowing for reasonable wear and tear;
- (b) you must put any rubbish in the correct designated waste areas; and
- (c) if we have to remove any of your property or equipment (or that of any third party) or repair any damage you have caused you will pay us the full, proven cost of doing so.
9. **Additional terms relating to the supply of Creative Talent**
- 9.1 We will make sure that any Creative Talent we provide you have the right skills, qualifications and experience to do the jobs you have told us about in advance.
- 9.2 You must ensure that your Personnel treat our Creative Talent and our other Personnel professionally, in line with Applicable Law (including laws about diversity, sexuality, equality and gender) and our health and safety policies and procedures.
- 9.3 If you need our Creative Talent to work somewhere other than the Premises, we may invoice and you will pay, as Additional Charges our Agreed Expenses relating to the performance of tasks "on location", including any reasonable "on location" payments we must pay to our Creative Talent as set out in their contracts with us.
- 9.4 If you notice a problem with a member of our Creative Talent, you must tell us straight away and give us all the details. We will use our reasonable efforts to resolve the issue with you and/or the Creative Talent member as soon as possible. If we cannot sort it out quickly, will try to provide a replacement for the remainder of the Service Period.
10. **Additional terms relating to the supply of Equipment**
- 10.1 Apart from the Equipment we have agreed to supply as part of the Services, you are responsible for providing, installing, configuring, monitoring and maintaining any equipment you need to connect to or fully use the Services.
- 10.2 You **must not** use any of your own or any third party equipment with the Services unless we have agreed so in writing. If we do agree, you must make sure that any such equipment:
- (a) is suitable for use within the Facilities and is technically compatible with the Equipment;
- (b) complies with our policies and all Applicable Law;
- (c) has been risk assessed before being brought to the Premises (and you have given a copy of the Risk Assessment to us);
- (d) includes earthing points for sets and audience seating; and
- (e) has been fully tested and, it is mains-powered (including musical instruments with an electrical supply), the wiring

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- meets the manufacturer's specifications and has passed portable appliance testing (PAT).
- You must provide written proof that you have met these requirements if we ask.
- 10.3 If we provide Equipment as part of the Services we will use our reasonable efforts to keep it in good working order during the Service Period. We are not responsible for any damage or faults caused by you or your Personnel using the Equipment.
- 10.4 All Equipment will be your responsibility and at your risk from the time it is handed over to you until you return it to us. You will be responsible for the care, control, security, insurance and maintenance of such Equipment and will have to pay for any loss or damage to the Equipment (other than reasonable wear and tear or if it was caused by our fault).
- 10.5 While you have the Equipment you **must**:
- look after the Equipment properly;
 - not move, change or interfere with the Equipment, or let anyone else do so;
 - if you use the Equipment make sure that it is used correctly and carefully in accordance with its operating instructions by Personnel with the rights skills, qualifications and experience;
 - take out and keep the Required Insurance to cover any risks related to your use of the Equipment as set out in clause 21; and
 - ensure that all data and material recorded to and/or stored on the Equipment has been deleted prior to the Equipment being returned to us. We shall have no liability for any data or material which you leave on the Equipment when it is returned to us or any subsequent use or disclosure of such data or material.
- 10.6 If we agree to install, maintain or remove any Equipment at your premises you **must**:
- obtain all necessary permissions;
 - give us and our Personnel access to your premises on the agreed dates and times;
 - provide a suitable working environment and make sure that the Equipment is stored correctly and safely;
 - provide any electricity, telecoms and other utilities we need to deliver the Services at the premises; and
 - provide internal cabling between the Equipment and your equipment and remove any floor or ceiling coverings if needed.
- You are responsible for repairing any damage to your premises caused by the installation or removal of the Equipment including any painting, cleaning or finishing you think is required.
- 10.7 If there is a problem with the Equipment, you **must** tell us straight away. We will use our reasonable efforts to fix the problem as soon as possible (or, if the Equipment is from a third party, work with them to fix it) or if we think it is appropriate and reasonably possible, replace the Equipment with a suitable alternative. We may invoice, and you will pay, Additional Charges for such repairs or replacements.
- 10.8 At the end of the Service Period if we have to remove your property or that of any third party or to repair any damage you have caused to the Equipment you will pay us the full, proven cost of doing so (or if cheaper, the cost of replacing the broken Equipment).
11. **Additional Services**
- 11.1 We may, as an Additional Service and at your cost:
- provide consumables you reasonably need from time to time;
 - provide extra Equipment as you reasonably need from time to time; and
 - extend the scope or length of the Services as we may agree with you from time to time.
- 11.2 If we provide any Additional Services to you, we may invoice and you will pay the Additional Charges in accordance with clause 12.
12. **Charges**
- 12.1 Unless we agree otherwise in writing with you, we will invoice you for:
- the Contract Price (or relevant part of it) on or before the applicable Payment Date;
 - any Additional Charges in arrears with the frequency set out in the Quote or otherwise notified to you in writing; and
 - any De-Installation Charges and the Termination Charges when the Agreement ends.
- 12.2 You must pay our invoices in full, without deductions or set-off, in line with the Payment Terms. If you do not then pay on time we can charge interest on the overdue amount at the rate of 4% per year above the Royal Bank of Scotland plc's base rate, calculated daily until you pay in full. This does not affect any other rights we may have.
- 12.3 If you genuinely dispute any invoice, you must tell us within 7 days of receiving it. You must still pay any part of the invoice you do not dispute while we resolve the issue. Each of us will use reasonable efforts to resolve any dispute as quickly and amicably, as set out in clause 23.
- 12.4 All amounts you must pay under the Agreement do not include VAT, unless we say otherwise. VAT is payable at the current rate when you receive a VAT invoice, along with the rest of the amount due.
- 12.5 We can set off any amount we owe you against any amount you owe to us under the Agreement or any other agreement between you and us.
13. **Rights in the Material**
- 13.1 You will own the rights in the Material as soon as it is created. However, you may not own the copyright or other IPR in all parts of it. For example, some images, music, sounds or other content included in the Material might belong to or licensed from third parties. Unless we agree otherwise in writing, it is your responsibility to secure any rights or licences you need to use such third party materials. If we agree to help, we will use our reasonable efforts to obtain (at a cost we agree with you in advance) an assignment of or licence to use such third party materials on reasonable terms.
- 13.2 If we create any IPR in the Material we will, at your request and cost, execute any documents, and do anything else reasonably needed (including waiving moral rights) transfer those rights to you as set out in this clause 13.
- 13.3 We do not have to release any Material to you until you have paid us everything you owe under the Agreement.
- 13.4 Except for any IPR in the Material that we transfer to you as described in clause 13.2, all other IPR that arise from our performance of the Services will be owned by us (or as applicable any third party licensor) as soon as they are created. You can only use these rights as needed to enjoy the full benefit of the Services we provide and only if you comply with the Agreement.
14. **Personal Data**
- 14.1 You acknowledge that when we process personal data in providing the Services, you are the Data Controller and we are the Data Processor. We will comply with our obligations under the Data Protection Laws. Schedule 1 explains what data we

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- process, why, for how long and what types of Personal Data and categories of Data Subject are involved.
- 14.2 We will:
- (a) only process Personal Data according to your written instructions unless required by Domestic Law to otherwise process that Personal Data. Where we are relying on Domestic Law as the basis for processing Personal Data, we will tell you before we do so (unless the Domestic Law stops us from notifying you);
 - (b) have appropriate technical and organisational measures in place (which you can review and approve) to protect Personal Data from unauthorised or unlawful processing, accidental loss, destruction, or damage. These measures will be suitable for the type of data and the risks involved given the state of technological development and the cost of implementation. They may include things like pseudonymisation, encryption, ensuring systems are secure and can recover quickly, and regularly checking that our measures are effective;
 - (c) ensure that all Personnel who have access to and/or processes Personal Data are obliged to keep it confidential;
 - (d) not transfer any Personal Data outside of the UK without your written consent and:
 - (i) we or you have appropriate safeguards in place in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;
 - (iv) we notify you without undue delay on becoming aware of a Personal Data Breach;
 - (v) when the agreement ends, we will delete or return Personal Data and copies of it to you if you ask unless Domestic Law requires us to store the Personal Data; and
 - (vi) keep complete and accurate records and information to demonstrate our compliance with this clause 14.
- 14.3 You give us general authorisation to appoint processors to process your Personal Data, provided that we:
- (a) ensure that the terms on which we appoint any processor comply with Data Protection Laws and are consistent with the obligations imposed on us in this clause 13;
 - (b) remain responsible for the acts and omissions of any processor as if they are our acts and omissions; and
 - (c) inform you of any intended changes concerning the addition or replacement of a processor during the Agreement, giving you the opportunity to object to changes provided that if you object to a change and cannot demonstrate, to our reasonable satisfaction, that the objection is due to an actual or likely breach of Data Protection Laws, you shall indemnify us for any costs or losses incurred by us in accommodating the objection.
- 14.4 While we have responsibilities when processing Personal Data, it is your responsibility to make sure you comply with Data Protection Laws and have the correct and up-to-date consents and permissions for processing Personal Data during and for the purposes of the Agreement.
15. **Confidential Information**
- 15.1 Each of us (the **receiving party**) must keep all Confidential Information received from the other (the **disclosing party**) or its Personnel strictly confidential.
- 15.2 The receiving party will only disclose Confidential Information to those of its employees, agents and subcontractors who need to know it to carry out the Agreement, and must ensure that those employees, agents and subcontractors keep it confidential as if they were a party to the Agreement.
- 15.3 Each of us must take reasonable steps to protect any Confidential Information it receives (and these steps will be at least as effective as those taken to protect each of our own Confidential Information).
- 15.4 This clause 15 will not apply to any Confidential Information which:
- (a) the receiving party already knew at the time of disclosure;
 - (b) becomes public without the receiving party breaching the Agreement; or
 - (c) is disclosed by a third party without breaching any duty of confidence owed to the disclosing party.
- 15.5 The receiving party may disclose Confidential Information if required by law, any governmental or regulatory authority or by a court of competent jurisdiction or, where the receiving party is a victim of a crime, in relation to reporting that crime to the relevant authorities or obtaining professional advice or support in respect of it.
- 15.6 Neither of us will make any public announcement or release information about the Agreement without the other's prior written consent (which will not be unreasonably withheld or delayed).
16. **Our Right to Suspend the Services**
- 16.1 We may suspend the Services if:
- (a) you use the Services in a way which does not comply with these Terms of Service or the Quote and do not correct this within a reasonable time after we ask you;
 - (b) in our reasonable opinion, you may be at risk of civil or criminal liability, or you are likely to face action from a regulatory authority; or
 - (c) you do not pay us any money you owe by the due date,
- 16.2 If we suspend the Services for any of these reasons, we do not have to restore them until you have fixed the problem to our satisfaction or give us a suitable assurance that it will not happen again. This does not affect any other rights we may have.
17. **Ending the Agreement**
- 17.1 We can end the Agreement immediately or stop providing any part of the Services by giving you written notice if:
- (a) you are in material breach of the Agreement and, where it is possible to correct the breach, you do not put it right within 7 days of us asking you to do so in writing;
 - (b) you do not pay an invoice (other than parts disputed in line with clause 12.3) in line with the Payment Terms; or
 - (c) you suffer an Insolvency Event.
- 17.2 You can end the Agreement immediately by giving us written notice if:
- (a) we are in material breach of the Agreement and, where it is possible to correct the breach, we do not put it right within 7 days of you asking us to do so in writing; or
 - (b) we suffer an Insolvency Event.
- 17.3 Each of us agree that a breach of clauses 6.3, 6.4, 14 and 15, will be considered a material breach of the Agreement.
- 17.4 If the Agreement ends for any reason:
- (a) we may invoice you for any Services we have provided but have not yet invoiced, and all of our invoices will become payable immediately;

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- (b) you must pay to us the De-Installation Charges (if any) within 7 days of the date of our invoice;
- (c) you must promptly (and in any event within 20 days of the Agreement ending) return to us any of our Equipment, materials goods or other property in your possession or control;
- (d) provided you have paid all outstanding invoices (except for any part you are disputing in line with clause 12.3) we will, within a reasonable time, provide you with the Material in a suitable format (which we will reasonably decide) by secure means and delete all Material from our systems. If you want the Material in any other format, we may charge you Additional Charges for this; and
- (e) each of us must promptly return or, if asked, destroy any Confidential Information belonging to the other.

17.5 If we end the Agreement under clause 17.1 you must also:

- (a) pay us the Termination Charges (if any) in line with the Payment Terms; and
- (b) fully compensate us for any extra costs, payments or loss we suffer, because the Agreement has ended (for example, third party cancellation costs or any costs we have contractually committed to in relation to the Services at the time of termination).

17.6 Any parts of these Terms of Service that expressly or by implication are meant to come into or continue in force on or after the Agreement ends (including clauses 4, 6.3(f), 6.3(g), 6.4, 8.3, 10.4, 10.5, 10.8, 12, 13, 14, 15, 17.4, 17.5, 17.6, 17.7, 18, 19, 20, 21, 22.5, 25 and 26), will remain in full force and effect.

17.7 Ending the Agreement does not affect any rights, remedies, obligations or liabilities that have accrued before the end date, including the right to claim for any breach that happened before the Agreement ended.

18. Your Personnel

18.1 You warrant that, for as long as the Agreement is in place, all your Personnel will:

- (a) have the legal right to live and work in the United Kingdom (or in any other country where the Services are being provided, if relevant); and
- (b) are employed or contracted by you and that there is no employment relationship, between your Personnel and us or between our Personnel and you. You also agree not to do anything that could create or suggest such a relationship.

18.2 You agree that:

- (a) you are solely responsible for everything to do with your Personnel, including paying their wages, bonus or commission, expenses, national insurance, pension contributions, taxes, holiday entitlement and any other employment-related obligations whether written down or implied; and
- (b) if any of our Personnel follow your clear instructions (or those of your Personnel) and this leads to a breach of the Agreement or any Applicable Law – and we or our Personnel warned you about this risk and were told to continue anyway – we will not be responsible for any resulting problems, unless clause 20.1 applies.

18.3 If, as a result of the application of the Transfer Regulations or for any other reason, the employment of your Personnel transfers to us as a result of the Agreement or us providing you with the Services, we can immediately dismiss that person. You must fully compensate us for any Employment Liabilities that arise. The limitations and exclusions of liability in clause 20 do not apply to this clause 18.

18.4 If, as a result of the application of the Transfer Regulations or for any other reason, the employment of any of our Personnel transfers to you (a “**Transferring Person**”) as a result of the

Agreement or the Services ending, you must promptly tell us about any such claim. You must also give us (or our contractor) the chance to make an offer to re-employ the Transferring Person. If the Transferring Person accepts our offer within 20 Working Days of your notice, you must let them leave your employment immediately, without requiring notice. If the Transferring Person does not accept our offer within 20 Working Days of your notice then you may dismiss them within the next 5 Working Days and we will fully compensate you in respect of any Employment Liabilities that arise. The limitations and exclusions of liability in clause 20 do not apply to this clause 18.

19. Our Indemnity

19.1 You will indemnify us against any actions, claims losses, payments or costs we incur that arise from of or in connection with:

- (a) any death or personal injury and/or damage to property (including the Equipment or Facilities) arising out of your use of the Services or breach of the Agreement;
- (b) your breach of clauses 6.3, 14, 15 and 18.1 of these Terms of Service;
- (c) any claim that your use of the Services, the Material or any work undertaken by us for you infringes the IPR or Confidential Information of a third party;
- (d) any other third party claim arising from your use of the Services;
- (e) any discrepancies, errors or missing information in the documentation and data you provide;
- (f) any abortive or repeated work we have done or have to do because of anything you have done or fail to do;
- (g) any delays to providing the Services caused by your failure to supply information, documentation or data or reasonable access to your premises;
- (h) us investigating any faults where we are unable to find any alleged fault or it turns out the fault relates to your equipment;
- (i) our taking out any Required Insurance on your behalf under clause 21 including any deductible or excess which may become payable; or
- (j) your failure to get any permissions you are responsible for and which are needed for us to provide or for you to use the Services or Equipment in accordance with the Agreement.

In all these cases, the above obligation does not apply to the extent of the liability or loss was caused by our own negligence or default.

20. Liability – PLEASE READ THIS CLAUSE CAREFULLY

20.1 There are certain things that the law does not allow either of us to limit or exclude liability for such as fraud, fraudulent misrepresentation and death or personal injury caused by negligence. Nothing in this clause 20 or anywhere else in the Agreement excludes liability for these things. This clause 19 also does not limit your liability to pay the Contract Price, the Additional Charges, the De-Installation Charges or the Termination Charges in any way.

20.2 There are other things where liability can be limited or excluded. You accept that the Contract Price and other charges reflect the level of liability we are willing to accept, as set out in this clause 20.

20.3 Neither we nor you will be liable to the other for any Loss that is indirect or consequential loss.

20.4 We will not be liable to you for any Loss you suffer whether direct or indirect which:

- (a) is or relates to:
 - (i) loss of: (i) revenue; (ii) business; (iii) profits; (iv) savings; or (v) reputation;

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- (ii) loss of, corruption or damage to data, media or other materials to the extent arising from your failure to comply with clause 6.3(d);
- (iii) business interruption costs or losses;
- (b) is caused by anything our Personnel do while acting under the control or direction of your Personnel;
- (c) is caused by your failure to comply with the Agreement; or
- (d) is caused by the act or omissions of any third parties within areas of or connected to the Premises that may be used by others at the same time as you.
- 20.5 Subject to clauses 20.1 and 20.4, our total liability to you for all Loss (whether the claim is in contract, tort (including negligence), breach of legal duty or otherwise) arising in any Year will in no circumstances exceed the amount specified in the Quote or, where the Quote is silent, the charges paid by you in the 12 month period prior to the claim. For this purpose, "Year" shall mean the 12 month period following the Commencement Date or any anniversary of the Commencement Date.
- 20.6 All terms, conditions and warranties implied by law about the quality or fitness for any particular purpose of the Services are excluded as far as the law allows.
- 20.7 Neither we nor you will be liable to the other for any Loss it suffers unless legal proceedings are started and issued within 1 year of the claim arising (whether in contract, tort (including negligence), breach of legal duty or otherwise).
- 20.8 Except as set out in the Agreement, you use the Services at your own risk. We are not responsible for any Loss relating to any equipment, recording media, storage media, data, documents, personal belongings and/or other property or items belonging to you, your Personnel or any third party which is deposited at or left at the Premises or in any of the Facilities.
- 21. Insurance**
- 21.1 You will take out and keep in place with an insurer of repute the Required Insurance. You will provide us with evidence of the Required Insurance, not less than 14 days prior to the start of the Service Period.
- 21.2 The Required Insurance must be primary insurance and you agree if there is any claim our insurance will not primarily contribute to or be liable for such claim. All monies paid out under your insurance policy must be paid directly to us.
- 21.3 If you do not comply with this clause 21 we may (without limiting any other right we might have) effect and maintain the Required Insurance on your behalf and at your cost.
- 22. Other Important Terms**
- 22.1 Events Outside of Our Control**
- (a) Sometimes things happen that neither you nor we can predict or control. If something outside our reasonable control stops us from doing what was agreed between us (except for payments) neither of us will be held responsible for any delays or failures.
- (b) Events beyond our reasonable control include acts of God, war, terrorism, civil unrest, government action, fire, flood epidemic, strikes or other labour disputes and any disruption or failure of computer systems or networks caused by cyber attacks, hacking or other unauthorised access.
- (c) If we cannot meet our obligations under the Agreement because our Personnel are ill or otherwise unable to work for any reason, we will do our best to promptly find a suitable replacement so as to minimise any disruption to the Services. We will keep you informed about any such changes to the Personnel providing your Services.
- (d) Each of us will use reasonable efforts to mitigate the effects of any such event. However, if the problem lasts for 10 or more Working Days the party not affected can without any additional liability end the Agreement straight away by giving written notice.
- 22.2 Use of Our Premises**
- If we let you use any part of our Premises in connection with the Services each of us agree that:
- (a) it is not intended to create a relationship of landlord and tenant between you and us and does not make you a tenant or give you exclusive possession and/or control of any area; and
- (b) between you and us, we will always keep possession and control of our Premises (or the applicable parts of them).
- 22.3 Changes**
- Unless we have said elsewhere in these Terms of Service that we can change something, any changes to the Agreement must be agreed in writing by each of us.
- 22.4 Waivers**
- If either of us doesn't use a right or remedy provided under the Agreement or by law, or only uses it in part, this will not mean that party has given up (or waived) that right or remedy. It also will not stop you or us using that or any other right or remedy in the future.
- 22.5 Our Entire Agreement**
- The Agreement is the entire agreement between you and us. You confirm that you have not relied on any statement, promise or representation given by us or on our behalf which is not set out in the Agreement.
- In particular, any presentations, examples of previous work or mock-ups which we give you are illustrative only to give you an idea of our services, but do not form part of the Agreement.
- 22.6 Enforceability**
- If any provision of the Agreement is found to be invalid or unenforceable, then the other provisions of the Agreement will still apply as if the invalid or unenforceable part did not exist.
- 22.7 Our Relationship**
- (a) We are your independent contractor. The Agreement will not create any type of employment, legal partnership or agency relationship.
- (b) Neither of us will claim to be a partner or agent of or associated with the other (save in respect of the Material), nor will it have any authority or power to bind the other in any respect.
- (c) Each of us confirms that we have the authority to enter into the Agreement and to grant the rights set out in it.
- 22.8 Third Parties**
- No third party will have any rights under the Agreement. No third party's permission is needed for you and us to agree any changes to the Agreement.
- 22.9 Transferring the Agreement**
- The Agreement is personal to you and so you cannot assign, sub-contract or otherwise transfer the Agreement or any rights or obligations under it without our written permission. We can assign, sub-contract or otherwise transfer the Agreement or any rights or obligations under it without your permission. If we do assign or transfer the Agreement to someone else, we will use reasonable efforts to tell you about this before or shortly after the assignment or transfer.
- 22.10 Notices**
- (a) If either of us needs to give notice to the other under these Terms of Service, then except for health and safety notices (which may be given verbally), notices must be sent by recorded post or by email. If we are sending you a notice, we will use the postal or email address you gave us on the

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Order or any other address you have provided us for this purpose. If you are sending us a notice, you should send it to our registered office marked for your account manager's attention or by email to your account manager at the email address they have given you. Addresses for notices can be updated by giving notice as set out in this clause 22.10.

- (b) Notices sent by recorded post will be considered delivered 2 Working Days after they are posted. Notices sent by email will be considered delivered on the day they are sent if sent before 5.00 p.m. on a Working Day, or at 10.00 am on the next Working Day if sent later unless you receive a delivery failure report or an out of office reply, in which case you must resend the notice by post as set out in clause 22.10(a).

23. Disputes

- 23.1 Each of us will appoint representatives to deal with any disputes which arise under the Agreement. The identity of these representatives can be changed at any time. The table below who should be involved at each stage of the resolution process.

	Us	You
Stage 1	Studio Manager	Manager
Stage 2	Head of Department	Senior Manager
Stage 3	CEO	Director

- 23.2 If there is a dispute, it should first be referred in writing by either party's stage 1 representative to the other's stage 1 representative in writing. The representatives will then discuss the issue within 14 days (or other period each of us agree) at a time that suits both of us, to try to resolve it or agree on what to do next. If we cannot resolve the dispute or a time to discuss it within this period, either of us can refer the dispute to the next level of representative and the process set out in this clause will be repeated by the stage 2 representatives and subsequently, if necessary, the stage 3 representatives.
- 23.3 If a dispute has not been settled or a course of action for its settlement agreed within the timescales set out above, either of us may commence legal proceedings.
- 23.4 Nothing in this clause 23 will stop either of us from seeking an injunction or starting legal proceedings to recover any money owed.

24. Ethics

- 24.1 Each of us will comply with Applicable Law relating to anti-bribery, anti-corruption, anti-slavery and the prevention of fraud, including the Bribery Act 2010, the Modern Slavery Act 2015 and the Economic Crime and Corporate Transparency Act 2023. While the Agreement is in force, each of us will have and maintain suitable policies and procedures to ensure compliance and will enforce them appropriately.
- 24.2 Neither we nor you will do anything that would be an offence under the Bribery Act 2010, the Modern Slavery Act 2015 or the Economic Crime and Corporate Transparency Act 2023 if it were done in the UK.

25. Applicable Law

The Agreement and any disputes related to it (whether the dispute is a contractual one or not), will be governed by English law and will be subject to the exclusive jurisdiction of the courts of England and Wales.

26. Definitions and Interpretation

- 26.1 The definitions we use in these Terms of Service are as follows:

"Additional Charges" means our fees and expenses for any Additional Services we provide you or any other costs and expenses we may charge to you in line with these Terms of Service as calculated in accordance with our Quote or such other rates notified to you from time to time.

"Additional Services" means any services which we agree to provide you from time to time on top of the Services.

"Agreed Expenses" means any reasonable and proven costs we have to pay for things like travel, accommodation, food and drink and other out of pocket expenses (such as border control and customs clearance payments) that we incur performing the Services.

"Agreement" means the legally binding agreement between you and us for services which is made according to these Terms of Service. It includes, in order of priority: (1) the Quote; (2) these Terms of Service; and (3) any Third Party Terms.

"Applicable Law" means all relevant laws, rules, regulations, codes of conduct, guidance, directions and/or determinations (whether legally binding or advisory only) which relate to the Services including those about fire, security, health and safety, animals, livestock, children and the storage and use of guns, explosives and other flammable and/or toxic substances.

"Commencement Date" means the date we accept the Order as set out in these Terms of Service.

"Confidential Information" means any technical, commercial or financial information, plans or details about a party's business, customers, clients, suppliers or operations that is confidential, including any information about plans, storylines, sets, facilities or staff or any other confidential information received because of the provision of the Services.

"Contract Price" means the fees you must pay us for the Services as set out in the Quote (excluding the De-Installation Charges, Termination Charges and Additional Charges).

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures" as defined in the Data Protection Laws.

"Creative Talent" means our Personnel whose services are made available to you pursuant to the Agreement.

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"De-Installation Charges" means any charges for removing equipment or services as set out in the Quote.

"Deposit" means any deposit you must pay (if required) for the Services booked as set out in the Quote.

"Domestic Law" means the law of the United Kingdom or any part of it.

"Employment Liabilities" means all costs, losses, legal actions (including any applicable Court or Tribunal fees), claims, demands, liabilities, damages and obligations which we incur or are liable for (including our legal costs and expenses) arising from a person's employment and/or its termination and/or any claim for a failure to consult in relation to a transfer of employment that could be brought by such person or any employee representative on behalf of such person (in each case whether on, before or after such person's transfer).

"Equipment" means any equipment owned by us or a third party which we make available to you under the Agreement as detailed in the Quote or which otherwise forms part of the Facilities including any extra Equipment we agree to provide to you as part of the Additional Services.

"Facilities" means the area at the Premises or any other location we make available to you under the Agreement as

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detailed in the Quote. This includes any studio space, dressing rooms, hospitality suites, audio visual theatres and office spaces.

“Good Industry Practice” means the standard of skill and diligence you would reasonably expect from a service provider in our industry doing similar work, in similar circumstances for a similar fee.

“Insolvency Event” means circumstances where a business (or as applicable an individual) is unable to pay its debts, enters into arrangements with creditors, has a receiver or administrator appointed, or is being wound up (except for a solvent merger or reorganisation).

“IPR” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Loss” means any loss, damage or claim that arises under or in connection with the Agreement, whether in contract, tort (including negligence), breach of legal duty or otherwise.

“Material” means any film, television or radio programme or other audio visual material created as a result of the Services whether made or produced by you or by us on your behalf.

“Order” has the meaning given in clause 2.2.

“Payment Date” means the dates when you must pay the Contract Price or any part of it as set out on the Quote.

“Payment Terms” means payment is due within 30 days of the date of our invoice or as otherwise agreed with you and set out on the Quote.

“Personnel” means any employees, agents, freelance persons and contractors working for you or us (as applicable).

“Post-Production Activities” means the editing and or media services carried out on the Material after filming or recording, such as video editing, sound editing, animation, visual effects insertions and quality (e.g. QC, AQC and QAR) checks.

“Premises” means our premises at MediaCityUK including all studio space, dressing rooms, hospitality suites, audio visual theatres, post production offices, storage facilities, office space and any common areas.

“Quote” means the quotation we gave you that sets out the details of the Services.

“Required Insurance” means the insurance cover which you must have in place for all insurable risks under the Agreement as set out in the Quote or, if not specified in the Quote or stated “N/A” or similar, insurance cover for public liability, employers liability, loss or damage to the Material or Equipment and/or other production and transmission risks in an amount to your risks and obligations under the Agreement.

“Risk Assessment” means a health and safety risk assessment and method statement prepared by you as required under these Terms of Service or the Site Rules.

“Services” means any services we provide under the Agreement (including the supply of the Facilities, the Equipment, the Creative Talent and/or the Post-Production Activities relating to the Material created using them) as described in more detail in the Quote.

“Service Period” means the period set out in the Quote during which we will provide the Services (or relevant parts of them) to you.

“Site Rules” means the rules and regulations (including health and safety) you must follow when using the Services or accessing the Premises and/or Facilities as updated by us from time to time. The current version of these rules are attached to the Agreement.

“Terms of Service” means these terms and conditions (as varied by agreement between you and us from time to time).

“Termination Charges” means the charges set out in the Quote that you must pay if we terminate the Agreement because you have breached it before the Service Period has expired or if no such charges are set out in the Quote, the costs, expenses and charges that we have incurred in preparing for the delivery of the Services or which we are otherwise committed to and unable, acting reasonably, to cancel or mitigate.

“Third Party Terms” means any additional terms and conditions which apply to the supply of equipment, materials, software or personnel provided to you as part of the Services via one of our third-party contractors.

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or equivalent in any other jurisdiction.

“UK GDPR” has the meaning given in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

“Working Day” means any 24 hour period starting at 00:00 (GMT) that is not bank or public holiday in the United Kingdom.

26.2 In these Terms of Service: (a) the headings are just for convenience; (b) words like “including”, “for example” and any similar expressions do not limit the words that come before them; (c) words in the singular include the plural and vice versa, references to any gender include all genders and references to legal persons include natural persons and vice versa; (d) references to laws or regulations include references to any amended and/or replacement statute or statutory provision; (e) references to “writing” and “written” includes emails, except when agreeing changes to the Agreement where such email must be approved by our nominated representative or one of our board members; (f) if someone is not allowed to do something, they must also not allow or agree to it being done; and (g) any reference to you includes your authorised representatives, successors and permitted assigns.

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SCHEDULE 1: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Scope of processing	[Subject matter of the processing: short description, for example name of the service or description of the Agreement]
Nature of processing	[Description of the type of processing such as data collection, storage, sharing and so on]
Purpose of processing	[Description of the processing purpose(s) –]
Duration of the processing	[Periods for which the services are being provided]
Types of personal data	[Set out types of personal data such as names, contact details, pay details, images and so on]
Categories of personal data	[Set out categories of data subjects such as employees, customers, and so on]

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SCHEDULE 2: HEALTH AND SAFETY POLICY

You shall comply with the following:-

1. Before the Service Period starts, you must appoint a competent health and safety representative, tell us who they are and provide proof of their competency if we ask.
2. Make sure your employees and contractors are properly qualified and competent for the tasks they are asked to do. We may ask for proof and may require them to be pre-approved or go through our vetting processes before they can work in the Facilities.
3. Anyone you provide to supervise others must be both qualified and competent for the role and officially assigned those responsibilities.
4. Your employees and contractors must know who the health and safety representative is and must report to them when they arrive at the Premises and as required by our health and safety plan and management system.
5. Your employees and contractors must follow all parts of our health and safety policy and compliance handbook, as well as any instructions from our Personnel. It is your responsibility to obtain a copy of the health and safety policy and compliance handbook and to make sure everyone involved is familiar with them.
6. Your employees and contractors must follow our rules on alcohol and drugs.
7. Any equipment you or any third party at your request, bring to the Premises must meet our compliance handbook, all Applicable Laws, and come with suitable risk assessments before being delivered. This includes providing earthing points on sets and audience seating.
- 8.
9. You must provide your employees and contractors with the right personal protective equipment for their tasks.
10. You must tell us straight away if any of our Equipment, Facilities and/or other property within the Premises is damaged or suspected to be damaged during the Service Period.
11. You must immediately report any accidents and provide copies of all correspondence regarding any investigations and/or findings relating to all accidents or incidents which occur during the Service Period.
12. You must let us know in advance about any programme, content or persons coming onto the Premises that could affect security and agree with us any special security arrangements you will put in place.
13. Children under 16 must always be supervised and appropriately chaperoned while on the Premises. They must not be allowed in dangerous or hazardous areas at any time.
14. All fire escape and other exit routes in any area in use must be kept clear at all times.
15. Your employers and contractors must not interfere with fire or other safety equipment. Any changes to fire lanes must be agreed with us in writing beforehand.
16. All electrical wiring for any mains operated electrical equipment (including musical instruments with an electrical supply) you bring on to the Premises must conform to Applicable Laws and manufacturer's standards. All such equipment must have up-to-date portable appliance testing (PAT) certificates, and you must provide proof if we ask.
17. Any special effects must be provided by competent individuals or companies, who are members of the joint industry grading scheme. You must provide to us proof of their qualifications and full risk assessments before any activities take place at the Facilities.
18. If you are use firearms or ammunition, you must hire a qualified armourer (a registered firearms dealer) to be present on the Premises, and provide to us an adequate risk assessment at least two weeks before using the firearms.
19. You must keep us fully informed whenever any firearms or explosives are on the Premises.
20. For any other weapons (not firearms or ammunition), you must hire a qualified weapons expert provide to us a risk assessment and proof of their qualifications before such weapons arrive at the Facilities.
21. All stunts (e.g. simulated, dangerous activities) must be performed by a proven competent individual or member of the Joint Industry Stunt Committee. You must provide a risk assessment and inform us before any stunts take place, and provide proof of qualifications if we ask.
22. You must tell us about any vehicles you plan to bring onto the Premises during the planning stage and get our approval before use. Only competent people familiar with the studio environment and the vehicles should operate them.
23. You must carry out a risk assessment for any proposed cooking or food preparation in the Premises and get our approval in advance for any specific activities (we will not unreasonably refuse or delay).
24. Drinks in the Premises must be in bottles with sealable caps except when used 'in vision' / on camera. Food in studio areas within the Premises is only allowed if it is part of the editorial content or is eaten within designated eating areas.