

# Azimuth

## TERMS AND CONDITIONS

### QUOTES

Azimuth Post Production quotes exclude the following:

- VAT
- Additional expenses such as food, consumables, postage, couriers & taxis. Additional expenses will be subject to a handling fee of 20%
- Printing
- International phone calls

Additional time used outside of the quoted allocations will be charged pro rata at the prevailing quoted rate. Any additional services used not quoted will be charged at rate card unless expressly agreed in advance.

Written confirmation of additional costs will be sought where possible but attendance by a client representative in a booking will be seen as confirmation of hours used, if this results in additional costs over and above the quoted allocations, attendance will be taken as agreement to the additional time and related costs.

Quotes are valid for 30 days. After 30 days has lapsed validity is discretionary.

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### WORKING HOURS

Our normal business hours are detailed below by location. Please let us know 48hrs in advance if you would like to work outside of these hours and this can be arranged for you. We reserve the right to charge additional fees for after hours, public holidays & weekends.

Media can be dropped off at any time during open hours. Media drop off after hours must be arranged in advance.

39-40 Eagle Street  
London WC1R 4TH  
Monday to Friday: 09:00 to 22:00

### HOSPITALITY

Our Front of House team are available to provide complimentary breakfast, snacks, hot and cold drinks. Runners are on hand for any local runs or errands.

### PROJECT MANAGEMENT

A dedicated Post-Producer, Post-Production Coordinator or Post-Production team will be allocated to your project. All communications for your project should be directed in the first instance to your project management contact. All post-production work must be booked through your dedicated contacts.

### OFFLINE

All offline suites come with equipment and include client internet access included in the costs.

Offline bookings are made weekly. Use of any days within the week will result in a full week's charge.

Offline daily rates differ to weekly rates and are available on request. We do not offer daily pro rata rates for offline.

Offline weekly rates cover Monday to Friday operational business hours unless

Are included in your quote unless otherwise stated we will digitize material at DNXHD |LB and/or DNXHR LB 36. DNxHD LB / DNxHR LB

Each offline suite includes an allocation of 1 TB of offline media storage. Additional storage used over and above this allocation will be chargeable.

Offline is offered on our shared storage network. We do not offer standalone storage options. If you would like to work from your own local storage, please contact us in advance to discuss workflow and support options.

### FINAL POST

The client must appoint a suitable member of their personnel to attend the final post-production finishing sessions independently. Each finishing session (grade, online, audio) must then be signed off with written evidence via e-mail to the appropriate project management contact. If no written evidence is available, after each finishing session is complete, we will make reasonable endeavours to confirm sign off verbally.

### DELIVERY

After final sign-off, the Client will entrust Azimuth Post Production to commence file creation for delivery. In the event any material within the master file is incorrect, it is the Client's responsibility to cover costs for amending and re-creating the master file.

After a project has been delivered, if there are any fails or amendments due to editorial decisions, these fixes will be charged at the prevailing rate.

### CANCELLATIONS

We understand that schedules can move; whilst we will always do our best to accommodate these changes, we would request that as much notice is given as possible to help us facilitate these, and reserve the right to apply cancellation charges, irrespective of whether the bookings are rescheduled. Details of the cancellations charges which may be applied can be found in our Terms and Conditions of Trade below.

### MEDIA

Azimuth Post Production cannot accept any responsibility for media held on drives that are brought onto our premises. It is the Client's responsibility to make sure all media is backed up offsite. Once a project is delivered and approved, Azimuth Post Production reserves the right to delete media one week after the delivery date. Any alteration to this will need to be agreed in advance.

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## DEFINITIONS

"Agreement" means the agreement comprised in the Quote and these Terms and Conditions

"Booking" means the hire of the Suite for the Period of the Booking and subject to the other terms and conditions specified in the Quote

"Booking Fee" means the fee payable by the Client to the Company for the Booking as specified in the Quote or if not specified then calculated in accordance with the Company's published or usual scale of charges

"Client" means the person or company referred to in the Quote

"Client's Equipment" means equipment brought onto the Company's premises by the Client, or the Client's Personnel or any servant agent or contractor for and on behalf of the Client

"Client's Personnel" means persons invited by the Client to enter the Suite during the Booking

"Company" means Azimuth Post Production Ltd.

"Conditions" means these conditions

"Fees" means the Booking Fee and the Post-Production Work Fee

"Maximum Liability" means the maximum liability on the part of the Company to the Client arising under or in connection with this Agreement being £10,000

"Operators" means the staff of the Company named as such in the Quote

"Period of Booking" means the period described as such in the Quote

"Postproduction Work" means the processing by the Company of editing in accordance with the description in the Quote

"Post-Production Work Fee" means the fee payable by the Client to the Company for the Post-Production Work as specified in the Quote or if not specified then calculated in accordance with the Company's published or usual scale of charges

"Quote" means any written quotation given by the Company and accepted by the Client.

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## 1. AGREEMENT

- 1.1 These Terms and Conditions alone are to apply to all facilities hired and work done by the Company for the Client and shall prevail over any terms and conditions put forward by the Client.
- 1.2 The Quote constitutes an offer by the Company to provide Postproduction Work to the Client in accordance with these Terms and Conditions.
- 2.2 The Quote shall be deemed to be accepted either (a) on signature of the Quote by the Client, (b) when the Client issues written acceptance of the Quote (including via email), (c) on acceptance by the Client of the provision of the Postproduction Work, and/or (d) on payment by the Client of any part of the Post-Production Work Fee, at which point and on which date the Agreement shall come into existence.

## 2. POST-PRODUCTION WORK

- 2.1 The Company shall carry out the Post-Production Work described in the quote with all due care and diligence using suitable equipment and competent engineers and will perform its obligations in accordance with best industry practice.
- 2.2 The Client and the Representatives shall be entitled at all reasonable times to monitor the Company's performance of the Post-Production Work and the Company shall carry out the Post-Production Work at the direction of and subject to the monitoring and approval of the Client or the Representatives.
- 2.3 The Client, at its request, shall be entitled and shall be given all reasonable opportunity to evaluate by any reasonable means the content and quality of the post-production work.
- 2.4 The Company reserves the right to delete any offline media once the project is laid back to storage tape or file delivered and accepted by the broadcaster/delivery end point. Storage for Offline media is available on request.
- 2.5 The Company will store online media for one week upon completion but reserves the right to delete once the master. tape / file has been delivered and accepted by the broadcaster / delivery end point. Storage for Online media is available on request.
- 2.6 The Company reserves the right to charge up to 100% for cancellation of business in line with our cancellation policy detailed in this document section 11.

### Cancellations.

- 2.7 The Company reserves the right to dispose of any documents and/or personal belongings left in the Offline and Online suites, once the job is completed and delivered, unless prior arrangements have been made.
- 2.8 All quote times are approximate. Depending on the job, these durations may go up or down.
- 2.9 The Company is entitled to commission a subcontractor for the performance of the contract providing the Company accepts full responsibility for the work carried out and subject to the Client's reasonable approval. The Company will keep the Client continuously informed. The Client shall check performance and on completion shall confirm acceptance in writing.
- 2.10 The Client acknowledges and agrees that the time for performance of the Services and/or delivery of the final materials shall in every case be dependent upon the prompt receipt of all necessary information, final instructions and/or approvals from the Client. Alteration by the Client of its requirements and/or failure by the Client to comply with its obligations under these Conditions may result in delay in performance of the Services and/or completion of the final materials, for which the Company shall bear no liability. If any such delay causes the Booking to overrun, then the Company may (but shall not be obliged) to allow the Booking to continue beyond the expiry of the Booking upon the same terms and conditions in the Contract and the Client shall be charged and shall pay for any additional time spent at the Company at standard rates.

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## 3. THE FEES

3.1 The Company will be entitled to invoice the Client in accordance with the payment schedule agreed between the Company and the Client for the Services. If no payment schedule has been agreed, the Company may invoice the Client monthly in arrears and the Client shall pay each such invoice submitted by the Company within 30 days of the date of invoice in full and cleared funds to the bank account nominated in writing by the Company on the invoice. The time of payment shall be of the essence of the Contract. The Company reserves the right to require payment in part or full in advance of the date of performance of the Services. All payments shall be made in full without deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to withhold payment of any such amount in whole or in part.

Without limiting any other right or remedy of the Company, if Client fails to make payment of any amount due under the Contract by the due date for payment, the Company reserves the right to:

- (a) withdraw any discounts or rebates that have been agreed between the parties in respect of the Contract or any other Contract between the Company and the Client; and/or
- (b) require immediate payment of all outstanding invoices rendered to the Client under the Contract or any other Contract between the Company and the Client; and/or
- (c) The Company shall be entitled to charge the Client interest on the overdue amount, at the rate of four per cent (4%) per annum over the base rate for the time being of HSBC Bank on a daily basis from the due date until the date of actual payment of the overdue amount is made, whether before or after judgement and compounding quarterly.
  - 3.2 The Client shall be liable to pay interest on any sums overdue and payable to the Company from time to time at the rate of four per cent (4%) per annum above Bank base rate.
  - 3.3 In line with our Cancellation Policy (section 11.), the Client's cancellation of the Booking or any part thereof may not cause the Fees to be reduced.
  - 3.4 The Charges for the Services will be set out in the price list supplied by the Company to the Client from time to time. Any items not set out in the price list will be charged at the rate agreed by the Company and the Client for that item.]

## 4. THE CLIENT'S OWN MEDIA, PERSONNEL AND EQUIPMENT

- 4.1 The Company will supply all blank media for recording unless otherwise arranged with The Client.
- 4.2 The Client will be responsible for the integrity of the Client's Own Media and the Company shall not be liable for any deficiency in or caused by such Media.
- 4.3 The Client hereby warrants, undertakes and agrees that it shall procure that each of the Client's Personnel shall abide by the facilities rules, regulations and health and safety policy and that it shall be responsible:
  - 4.3.1 for the actions of the Client's Personnel upon the Company's premises.
  - 4.3.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of the Client's Personnel, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Client's Own Media.
  - 4.3.3 for the cost of the hire of any Client's Equipment.
  - 4.3.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request.
  - 4.3.5 for any and all loss or damage to the Client's Equipment which shall be at the sole risk of the Client.
- 4.4 The Client shall vacate the facility and remove all Client's Equipment forthwith at the end of the Period of Booking. The Company shall be entitled by 3 months' notice to the Client to require the Client to collect the Client's Equipment and in default of collection of the Client's Equipment on or before the expiration of the said period of notice, the Company shall be entitled to destroy or otherwise dispose of the Client's Equipment.

## 5. INDEMNITY

The Client hereby covenants and undertakes to the Company that it shall indemnify the Company against any injury loss, damage costs and/or expenses suffered by the Company arising from:

- 5.1 the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking
- 5.2 the Client's making, use or exploitation of the Recordings.
- 5.3 the Client's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement.
- 5.4 any loss or damage caused to the Company by Client's use of Client's Personal or Client's Own Part Recorded Material; and
- 5.5 any allegation that the creation or provision of the Post-Production Work (including without limitation the preparation, provision and subsequent broadcast and distribution of rough edits, subsequent versions and final versions of video or audio content) infringes the copyright or other Intellectual Property Rights of any third party. The Company shall indemnify the Client against the Company's breach of any of the warranties undertakings or agreements on its part to be observed or performed by the terms of this Agreement.

## 6. SUITE BREAKDOWN WARRANTY

In the event of a suite breakdown the Company shall at its option either replace or provide/source alternative (as soon as can reasonably be arranged) post production facilities to which the Client was entitled by the terms hereof and which have been lost as a result of such suite breakdown or credit or refund to the Client the Booking Fee in respect of the Booking and shall have no liability or obligation to the Client beyond these remedies.

## 7. COMPANY'S OVERALL LIABILITY

7.1 In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of the Company then other than in cases of death or personal injury the Company's liability therefore shall be limited in any event to the Maximum Liability in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement

7.2 Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client's Personnel for any:

- 7.2.1 indirect or consequential loss or damage

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7.2.2 economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the suite or any act or omission of the Company its servants or agents in respect of this Agreement

7.3 The Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise. All other conditions, warranties, stipulations or other statements whatsoever concerning the Agreement, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded.

7.4 The Client accepts as reasonable that the Company's total liability in respect of the Booking and/or the Post Production Work shall be as set out in this Agreement: in fixing those limits the Client and the Company have had regard to the price and nature of the Booking and the Post Production Work and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any liability.

7.5 WHERE THE BOOKING IS MADE BY A CONSUMER AS DEFINED IN THE SALE OF GOODS ACT 1979, THE SUPPLY OF GOODS AND SERVICES ACT 1982, THE SALE AND SUPPLY OF GOODS ACT 1994 OR THE FAIR TRADING ACT 1973 THE STATUTORY RIGHTS OF THE CLIENT ARE NOT AFFECTED BY THESE CONDITIONS.

## 8. FORCE MAJEURE

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations under this Agreement due to Force Majeure. Following notification by the Company to the Client of such cause, the Company shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means:

- Act of God, explosion, flood, tempest, fire or accident
- war or threat of war, sabotage, insurrection, civil disturbance or requisition
- acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
- import or export regulations or embargoes
- strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party)
- difficulties in obtaining raw materials, labour, fuel, parts or machinery power failure or breakdown in machinery

## 9. CONFIDENTIAL INFORMATION

The Company agrees to keep all confidential information confidential. "Confidential Information" means any information of which the Client becomes aware or which is disclosed (whether before or after the date of this service contract and whether in writing, verbally or by any other means and whether directly or indirectly) by the Client or by any other person on the Client's behalf to the Company including, without limitation, any information relating to the series, products, operations, processes, plans or intentions, product information, know how, trade secrets, market opportunities and the business affairs of the Client or any other entity of the Client or any client of the Client.

## 10 INTELLECTUAL PROPERTY

10.1 Ownership of the Intellectual Property Rights in any third party materials which form part of the Final Materials (i.e., agreed deliverables list) shall remain with that third party. The Client is granted a licence to use those Intellectual Property Rights on the terms on which that third party has granted a licence to The Client. The Client shall not use or make any content (including the Final Materials) available or accessible outside its own organization (whether by downloading it, placing it on-line, broadcasting it, distributing it or otherwise) until such third party licence has been granted.

10.2 The Intellectual Property Rights in any parts of the Final Materials which are specifically developed for the Client as part of the Services will vest in the Client and in each case on payment in full for the relevant Services the Company hereby automatically assigns such Intellectual Property Rights to the Client.

10.3 The Intellectual Property Rights in any materials which do not form parts of the Final Materials will remain vested in Azimuth Post Production unless expressly agreed otherwise, whether specifically developed for the Client as part of the Services or otherwise. 10.4 The Intellectual Property Rights in any materials owned by the Company prior to the date of the relevant Contract or developed independently by the Company of the Services (and all developments and modifications to such items) shall remain vested in the Company. The Company hereby grants to the Client a nonexclusive, royalty free licence to use, perform, display, copy, sublicense and distribute such Intellectual Property Rights as part of the Final Materials.

10.5 Notwithstanding any other provision of these Conditions, the Client agrees that the Company shall be entitled to use any expertise, know-how, ideas, methods, processes or techniques used in the Final Materials for the purposes of the Company's business from time to time.

## 11. CANCELLATIONS

11.1 If any confirmed Booking which is subject to Contract is cancelled by the Client, then without prejudice to the Company's other rights and remedies available, the Company may charge the Client a cancellation fee of:

(a) 100% of the Charges that would have been due if the Services had been performed in accordance with the Contract, if notice of a cancellation is received by the Company up to 24 hours prior to the scheduled commencement date of the Services; or

(b) 50% of the Charges that would have been due if the Services had been performed in accordance with the Contract if notice of the cancellation is received by the Company between 24-48 hours prior to the scheduled commencement date of the Services. (c) 25% of the Charges that would have been due if the Services had been performed in accordance with the Contract if notice of the cancellation is received by the Company between 48-72 hours prior to the scheduled commencement date of the Services.

11.2 In addition to the cancellation fee under clause 11.1 above, the Company shall be entitled to charge the Client for any non-cancellable amounts payable to third parties in connection with the Booking.

11.3 Unless expressly agreed otherwise, rescheduled bookings may be charged at current 'Rate card' prices. A copy of our current rate card is available on request. 11.4 Irrespective of the notice given, cancellation of the finishing post-production schedule, in part or in entirety without rebooking once the craft ("offline") edit has commenced may attract charges in proportion to the amount of offline schedule completed for uncompleted final post-production, in addition to the final post-production work already completed e.g.:

- 2 weeks of a 6-week schedule: 33% of the quoted price of all finishing yet to be completed.

- 3 weeks of a 6-week schedule: 50% of the quoted price of all finishing yet to be completed.

- 6 weeks of a 6-week schedule: 100% of the quoted price of all finishing yet to be completed. The Company may charge the Client a cancellation fee in accordance with clause 11.1 above.

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## 12. MISCELLANEOUS

- 12.1 The Client shall procure that neither the Client nor any of the Client's Personnel shall be held out as an agent of or pledge the credit of the Company.
- 12.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other.
- 12.3 No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto.
- 12.4 In the event that any part of this Agreement shall be held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect.
- 12.5 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.
- 12.6 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by e-mail (PROVIDED that proof of transmission can be produced) to the address or e-mail respectively of the applicable party specified on the Quote on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.
- 12.7 This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts.
- 12.8 The Company may use the Client's name and brief details of the Services for the purposes of the Company's advertising and promotion of its business. Following the broadcast or exhibition of the work resulting from the Services, the Company will have the right to use any part of the work solely for use in its corporate advertising and showreels subject to the Client's approval.

Commencement of works, including delivery of media to The Company, will be taken to signify the acceptance of The Company's Terms and Conditions of Trade, including The Company's Cancellation Policy (Clause 11). Where no quote has been supplied, then The Company's rate card prices will apply. The Company's rate card is available on request.

Azimuth Post Production Terms and Conditions are subject to change at any time without notice.

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