

# dock10

## dock10 Post Production Terms & Conditions.

This agreement applies when a post production job quote has been formally acknowledged and accepted by the customer by email.

Note: In addition the Customer shall be liable for any Additional Charges and any money spent or costs incurred by dock10 over and above the fees specified in the quote in relation to a Booking prior to receipt by dock10 of any notice of cancellation.

### Standard Terms and Conditions

comply with the General Data Protection Regulations and our registration with the Information Commissioner's Office.

Who we share the data with

Your details may be passed on third parties, but that is not for any purposes other than in connection with this agreement. Categories of third parties are:

- We may engage third party companies or individuals as service providers or business partners to process information and support our business. These third parties may, for example, provide virtual computing and storage services,

- We may engage third parties to help carry out dock10's marketing and promotional

communications.

- We may share data with organisations providing professional services to us in relation to the fulfilment of this contract e.g. legal advisors and accountants.

Some personal data may be transferred outside the EEA as follows:

- dock10 use Adobe eSign to capture e-signatures, in order to avoid the need to rely on hard copy contracts. This data will only be held on the eSign platform for 30 days, after which the

data will be erased. Adobe have signed up to the EU-US Privacy Shield Agreement, providing assurance that data protection is adequate, and hold a number of security certifications including SOC-2 and ISO 27001:2013.

In any case where data is transferred outside of the EEA, dock10 will ensure that appropriate agreements and contracts are in place to specify that the standards of data privacy and data protection are appropriate to the data being transferred.

How long we keep your data

The nature of the data means it is difficult to define an absolute retention time for the data held, as it is not possible to define when a business contact has become inactive. Dock10 will monitor contacts and delete data known to be no longer required, but should you wish determine whether we hold your personal data, and wish to have any

### 1. Data usage statement

dock10 understand that the privacy and security of your information is important. This notice is to inform you what data we hold about you and why, what we do with that data, and informs you of your rights regarding the personal information we hold under current data protection law.

Who we are

dock10, sited at The Studio Block, Blue, MediaCityUK, Salford, M50 2NT, is the Data Controller of the information covered by this privacy notice.

What Information we hold and why

dock10 will keep personal data related to customers and to potential customers. The lawful condition for holding and processing this information is that this is in the legitimate interests of the organisation to maintain contact details of our customers' representatives, both in order to provide services, and to find new opportunities.

No special categories of data will be retained, and no automated profiling or decision-making on data subjects will take place.

What we do with the data

Information provided to dock10 Ltd in the process of forming this contract will only be used in connection with the management, delivery and invoicing of this contract. We will use your personal information to

- Provide the products or services that you have requested, and seek payment for those services.

- Communicate with you about the service and about related products and services.

Your details may be held in our CRM system and finance system for the purposes of administrating the contract. Any details we do retain will be stored in secure systems in line with the General Data Protection Regulations. The information you provide will be processed or dock10 Ltd will control the processing of your data to

personal data erased, you may invoke your rights as described in the section below.

#### Your rights

dock10 recognise the rights of the data subject in regard to this data processing. As a data subject, you have:

- The right to access personal data held, and to portability, by requesting a copy of the information held.
- The right to rectification should any errors be noticed.
- The right to erasure, by requesting that we delete the data held at any time, should that data no longer be necessary.
- The right to restrict processing.
- The right to be informed once the erasure, rectification or restriction has been actioned.
- The right to lodge a complaint with the supervisory authority (The Information Commissioner's Office).

Should you wish to invoke any of your rights, or have any queries about the information we hold about you please contact

Chief Operating Officer, dock10 Ltd, The Studio Block, White, MediaCityUK, Salford M50 2NT 0161 886 5200 email address info@dock10.co.uk

## 2. How our Agreement works and should be interpreted

- 2.1 The quote, email acceptance, these Standard Terms and Conditions and the attached Schedules (which form part of these Standard Terms and Conditions) all form one contract ('the' or 'this' "Agreement") between the parties stated in the quote.
- 2.2 In these Standard Terms and Conditions capitalised words and phrases shall unless the context requires otherwise have meanings set out in Schedule 1.
- 2.3 This Agreement may be amended from time to time by written agreement between the parties, which agreement may be in the form of e-mails but if in the form of e-mails must be approved by or authorised by the Commercial Director of dock10 or a board member of dock10, or with their express written authority in the case of dock10.
- 2.4 An obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

## 3. When the Agreement Starts and Ends

- 3.1 The Agreement shall commence upon the Customer making a Booking based on the quote, which is accepted by dock10 and shall continue thereafter unless terminated in accordance with clauses 5 (Cancellation) or 10 (Termination).

## 4. What dock10 Will Do for the Customer

- 4.1 The Customer engages dock10 to provide the Services on the terms and conditions of the Agreement.
- 4.2 Generally, the Customer will, on acceptance of the quote, have entered into a Booking for a mix of Services, comprising Facilities, Equipment and/or Staff or Crew. The relevant clauses of these Standard Terms and Conditions will apply to the relevant Services which are booked.
- 4.3 Where Services are delivered in relation to post production items or by third party contractors procured by dock10, dock10' obligation is to use reasonable endeavours in accordance with good industry practice to ensure that the providers have no history of general incompetence and are reputable in relation to the matters for which the services will be provided.

## 5. What the Customer Must Do for dock10

- 5.1 The Customer shall be bound to make payment as provided by the Agreement on acceptance of the Booking.
- 5.2 The Customer shall comply (and shall ensure that its employees and contractors shall comply) with all applicable laws and regulations including (without limitation) any such laws and regulations relating to the production of films and television programmes, sound recording and video recordings made in pursuance of any Act of Parliament, Statutory Instruments or by any local or other authority or council and with all applicable codes of practice and procedures notified by dock10 including those relating to fire, security, health and safety, animals, livestock, children, and the storage and use of guns, explosives and other flammable and/or toxic substances.
- 5.3 The Customer is responsible for ensuring that the Services hired are suitable for the Customer's purposes. The Customer shall only use the Services for the creation and recording of audio visual material, or any other purpose agreed in writing by the parties.
- 5.4 The Customer shall ensure that its employees and contractors observe (and where relevant perform in accordance with) the terms of Schedule 2.
- 5.5 The Customer is responsible for procuring that all of its employees and contractors fully comply with the terms and conditions upon which dock10 contracts with third parties for the provision of equipment, materials and personnel. dock10 shall provide the Customer with a copy of those terms and conditions for information and reference upon request. For the avoidance of doubt the terms and conditions of such third parties are deemed to be incorporated into the Agreement and the Customer will indemnify dock10 and hold it harmless in respect of any loss or damage incurred or suffered by dock10 arising out of or in connection with a breach by the Customer or its employees or contractors of the obligations in this clause.

## 6. Cancellation of the Agreement

- 6.1 The Customer is free to cancel the Booking prior to commencement of the Hire Period by giving written notice of cancellation to dock10. If the Customer so cancels the Booking:
- 6.1.1 if a Deposit has been paid, the Deposit shall, unless dock10 agrees otherwise, be retained by dock10;
- 6.1.2 if cancellation is more than six months prior to commencement of the Hire Period the Customer shall not be liable to make payment (subject to clause 5.1.1);
- 6.1.3 if cancellation is less than 6 months prior to commencement of the Hire Period but more than 3 months prior to commencement of the Hire Period, 25 per cent of the Contract Price will be payable, unless dock10 agrees otherwise;
- 6.1.4 if cancellation is less than 3 months prior to commencement of the Hire Period but more than 30 days prior to commencement of the Hire Period, 50 per cent of the Contract Price will be payable, unless dock10 agrees otherwise;
- 6.1.5 if cancellation is less than 30 days prior to commencement of the Hire Period but more than 7 days prior to commencement of the Hire Period, 75 per cent of the Contract Price will be payable, unless dock10 agrees otherwise;
- 6.1.6 If cancellation is less than 7 days prior to commencement of or is during the Hire Period, the Customer shall be liable to pay the full amount of the Contract Price (but subject to clause 6..2).
- 6.2 In the event that the Customer cancels, but is liable to pay the full amount of the Contract Price, dock10 will use reasonable endeavours to find alternate customers for the Hire Period and/or otherwise mitigate the loss to dock10 arising from the cancellation. To the extent that dock10 is successful in mitigating its loss, credit will be given to the Customer and the consequent charges payable by the Customer shall either be reduced or (if already paid) refunded, less the costs of such mitigating activity.

- 6.3 The Customer shall be liable for any money spent or contracted to be spent by dock10 over and above the Contract Price in relation to the Booking prior to receipt of any notice of cancellation, including all reasonable out of pocket expenses in connection with travel, border crossings, customs clearances, subsistence and any additional charges incurred.
- 7. Limitations on the Parties' Liability**
- 7.1 Nothing in the Agreement shall limit or be deemed to limit either party's liability for death or personal injury arising from its negligence or that of its agents, employees or sub-contractors (provided that dock10 shall not be liable for the acts or omissions of its agents, employees or sub-contractors if they are acting under the control or direction of the Customer at the time of the relevant act or omission).
- 7.2 dock10 shall only be liable to the Customer for the direct costs of production in respect of any claim arising from its act or omission and shall not be liable to the Customer or to any third party in contract, tort (including negligence) or otherwise for direct or indirect loss of opportunity, profits, revenues, business, or anticipated business or savings, nor for any indirect or consequential loss or damage howsoever caused.
- 7.3 dock10 shall not be liable to the Customer for any direct or indirect loss or damage suffered by the Customer as a result of an act or omission of any third parties within the Common Areas.
- 7.4 Except as specifically included within the Agreement, all representations (including misrepresentations), warranties, terms, conditions or other arrangements (whether implied by law, custom or otherwise) are excluded from the Agreement to the fullest extent permitted by law. The Agreement contains the entire agreement between the parties in relation to its subject matter.
- 7.5 Save to the extent expressly stated in the Agreement to the contrary, any hiring or Services provision under the Agreement is at the Customer's own risk entirely, and dock10 shall not in any circumstances accept or be responsible for any liability for any loss, damage, claim or cost in relation to any equipment, recording media, storage media, data, documents, personal belongings and/or other property or items belonging to the Customer and/or its employees, contractors or agents or any third party which is deposited at or left in any Facility provided by or on behalf of dock10.
- 7.6 Subject to clause 6.1 dock10' entire aggregate total maximum liability to the Customer under this Agreement shall be limited to the total aggregate Contract Price (including any Additional Charges) in the case of any and all events and/or any connected or series of events.
- 7.7 Nothing in this clause 6 shall operate to reduce or negate dock10' liability in respect of fraud, or any personal injury caused by negligence of dock10, or otherwise where and to the extent that such reduction or negation is prohibited or restricted by law.
- 8. Customer's Responsibility**
- 8.1 The Customer will indemnify and keep dock10 indemnified from and hold dock10 harmless against all costs, losses, actions, proceedings, claims or demands made against or suffered or incurred by dock10 arising out of or in connection with:
- 8.1.1 any claim, action, proceeding or demand brought by a third party as a result of the Customer's use of any facilities and/or Common Areas (except arising as a result of dock10's own negligence or default); or
- 8.1.2 any infringement by the Customer or its agents, employees or contractors of any Intellectual Property Rights (including copyright), Confidential Information, or any claim, demand or action arising out of any programme produced by the Customer or work done by dock10 for the Customer.
- 9. Insurance**
- 9.1 The Customer shall ensure at all times keep insured the Equipment and/or materials forming part of the Facilities at the Customer's own expense up to a limit of ten million pounds in respect of any one occurrence, against all risks. The Customer shall procure that the Customer's insurance shall note dock10' interest on any insurance policy. The insurance to be effected by the Customer shall be primary insurance, and in the event of any claim dock10' insurance shall not primarily contribute to or be liable for such claim. All monies received under the Customer's policy of insurance shall be paid directly to dock10. The Customer shall provide to dock10 evidence of such insurance, not less than 14 days prior to commencement of the Hire Period.
- 9.2 The Customer shall arrange and maintain in force throughout the period of this agreement Public Liability Insurance with an indemnity limit of at least ten million pounds in respect of any one claim or incident and shall, on request, produce evidence of such insurance to dock10.
- 9.3 In the event that the Customer does not comply with this clause, the Customer shall indemnify and hold harmless dock10 against any loss, damage, cost or claim in respect of its failure to provide such cover and/or as a result of such cover not being available. In addition dock10 shall be entitled to effect and maintain appropriate insurance cover on behalf of the Customer and the Customer shall be liable to reimburse dock10 the full cost of such cover and any deductible or excess payable under it (should such deductible or excess become so payable).
- 10. Force Majeure**
- 10.1 Neither party shall be liable to the other party for any complete or partial inability to perform its obligations under the agreement as a result of any matter that is reasonably outside the control of that party ("**Force Majeure Event**").
- 10.2 Each of the parties shall use reasonable endeavours to mitigate the effects of any Force Majeure Event.
- 10.3 If any Force Majeure Event continues for a period of ten or more working days the unaffected party shall have the right at any time to give notice to the other party of immediate termination of the Agreement and upon such termination all further obligations of each party to the other shall cease and, if the Customer is the unaffected party, it shall have no obligation to make further payment to dock10 other than in respect of sums accrued prior to such termination (which for the avoidance of doubt shall accrue at the normal contract rate up to that point).
- 11. Termination**
- 11.1 In addition to any rights to cancel under clause 5 or terminate under clause 9, either party may terminate the Agreement immediately on notice in writing to the other if:
- 11.1.1 the other party fails to perform or observe to any material extent any material term of the Agreement (including, without limitation, any breach of clause 4); or
- 11.1.2 the other party fails to remedy any breach of the Agreement which is remediable within 7 days of receiving written notice of such breach from the party which is not in default; or
- 11.1.3 any step, application, order, proceeding or appointment is taken or made by or in respect of the other for any composition with creditors, moratorium or arrangement with creditors, winding up, administration, dissolution, receivership, administrative receivership or bankruptcy which is not discharged within twenty one days of being taken or made; or
- 11.1.4 the other party is or becomes unable to pay its debts as they fall due.
- 11.2 Termination or expiry of the Agreement (whether under this clause 10 or any other clause) is without prejudice to any accrued rights of the parties at the date of termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into force or remain in effect on or after termination or expiry.
- 11.3 On termination of the Agreement all sums which have not been paid to dock10 but which would otherwise have accrued as being due to dock10 as at the date of such termination shall immediately become due and payable to dock10 on the date termination takes effect. On the date that termination takes effect the Customer shall return to dock10 any of dock10' materials, goods or other possessions or property that it has in its possession, power or control.

- 11.4 In the event that dock10 incurs additional costs or liabilities as a result of termination of this Agreement (for example in respect of redundancy costs for any Staff or Crew) the Customer shall in addition to any other sums payable on termination, pay a sum equal to such costs to dock10.
- 12. Confidentiality**
- 12.1 Each party to the agreement shall only use Confidential Information disclosed to it by the other for the purposes of this Agreement and shall not disclose such information to any third party save in accordance with the instructions of the other party whose Confidential Information it is, or as required by law or regulation, or as required to enforce the terms of this Agreement. Any party disclosing Confidential Information shall be responsible for and liable in respect of any onward disclosure of such information (and for any breach of confidence or of this Agreement thereby arising) by the persons to whom it discloses such information.
- 12.2 Both parties shall observe strict confidentiality as to the terms of the Agreement, save as required by law or regulation or to enforce such terms.
- 12.3 Neither party shall make or issue any announcement and/or information or statement concerning this Agreement with the other party's prior written consent (such consent not to be unreasonably withheld).
- 12.4 Neither party shall (other than as may be required to enforce the terms of this Agreement) issue any statements disparaging the other or questioning the other's reputation, service delivery or reputation, and shall ensure that their respective contractors and agents comply with this clause.
- 13. Personnel**
- 13.1 You recognise that in relation to personal data that we process in providing the Services, we will be a data processor and you will be the data controller, and therefore we will comply with our obligations under Data Protection Laws and will: (a) use such personal data only for carrying out our obligations under the Agreement;
- (b) only act on the written instructions of you as the controller;
- (c) process such personal data in line with your reasonable instructions;
- (d) take appropriate, technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of or damage to such personal data;
- (e) only engage sub-processors with the prior consent of the controller and under a written contract;
- (f) assist the controller in providing subject access and allowing data subjects to exercise their rights under data protection regulations;
- (g) assist the controller in meeting its obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- (h) delete or return all personal data to the controller as requested at the end of the contract;
- (i) submit to audits and inspections;
- (j) notify the data controller of any breach of personal data without undue delay, and support the controller in its obligations to report that breach if required;
- (k) not transfer the whole or any part of any such personal data to any place outside the European Economic Area without your permission; and to
- (l) provide the controller with whatever information it needs to ensure that they both parties are meeting their Article 28 obligations, and tell the controller immediately if we are asked to do something infringing the GDPR or other data protection law of the EU or a member state.
- 13.2 Whilst we have responsibilities when processing personal data, it is your responsibility to make sure that you are complying with Data Protection Laws and have the correct and up-to-date consents and permissions for the processing of any personal data.
- 13.3 The terms "personal data", "data controller", "data processor" and "process" in this clause 13 have the meanings given to them prior to 25 May 2018 in the Data Protection Act 1998, and from and including 25 May 2018, in the EU General Data Protection Regulation (Regulation (EU) 2016/679).
- 13.4 The Customer warrants for the entire period of this Agreement in relation to any of its personnel (including any sub-contractors or other agents of the Customer) (together the "**Customer Personnel**"):
- 13.4.1 all such Customer Personnel shall be legally entitled to work and live in the United Kingdom (as required or such other jurisdiction from where the Services are provided) and are and shall remain employed by, or contracted to, the Customer and that there is no employment agreement or relationship, contractual or otherwise, between dock10 or any of its contractors or agents ("**dock10 Personnel**") and any such Customer Personnel and the Customer will not do any act or omission which could bring into effect or could be expected to imply an employment relationship between dock10 and/or any dock10 Personnel and such Customer Personnel; and
- 13.4.2 the Customer shall be solely responsible for all matters relating to Customer Personnel, including all liabilities in relation to salaries, wages, bonus or commission, expenses, national insurance and pension contributions, liability to taxation, holiday entitlement and any other duties arising out of any contract of employment or engagement and their terms, whether express or implied; and
- 13.4.3 the Customer shall comply in respect of all Customer Personnel with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by the Customer shall be the best practice generally accepted for the relevant industry.
- 13.5 If and to the extent the Transfer of Undertakings (Protection of Employment) Regulations 2006 are found to apply or have applied in relation to any dock10 Personnel or Customer Personnel, such that (in either case) dock10 Personnel or Customer Personnel have the right to make claims in relation to the other party and/or the right to allege that they are employees of the other party, the original employer shall indemnify the other party in full without set off or counterclaim in relation to any such claim. The other party shall have the right, in the event that such employees are found to have transferred to it, within three months of the date of discovery of such transfer, to serve notice upon the transferring employees terminating their employment, in which case the original employer shall bear all associated costs and liabilities on request by the other party.
- 13.6 To the extent that in connection with supplying the Services, any dock10 Personnel act in accordance with the express instructions of the Customer or any Customer Personnel and such direction results in a breach of this Agreement or any legal or regulatory requirement (including but not limited to a breach of health and safety or security or similar protocols or policies), and dock10 or the relevant dock10 Personnel made the Customer or the relevant Customer Personnel aware of this potential breach and dock10 or dock10 Personnel were instructed to and continued with such express instruction, dock10 shall not be liable to the Customer or any Customer Personnel for or in respect of the effects of any such activity or omission, save to the extent such activity or omission results in or causes death or personal injury by the negligent act or omission of dock10 or dock10 Personnel.
- 14. Credits**
- The Customer shall use reasonable endeavours to afford dock10 a prominent credit in the end role of credits of any film, television or programme produced by the Customer using the Facilities.
- 15. Notices**
- 15.1 Other than in respect of health and safety notices no notice given under the Agreement shall be effective unless it is in writing, addressed to the recipient at its address contained in the Agreement (or such other addresses shall have been notified by the relevant

party from time to time to the sender as its proper notice for service of formal notices). A formal notice shall be deemed to have been properly given if delivered by hand, during normal business hours, upon delivery; if sent by recorded delivery post, on the first working day (excluding after posting); or if transmitted by fax and confirmed as received, at the time of delivery. Formal notices may not be given by electronic mail. Formal notices to dock10 shall in addition be addressed to the registered office of dock10.

**16. General**

- 16.1 Both parties represent and warrant that they have full power and authority to enter into the Agreement and perform their respective obligations under it.
- 16.2 Nothing in this agreement is intended to or shall create a partnership or joint venture relationship between the parties. Neither party shall hold itself out as being part or partner of or associated with the other (save in respect of the programme) nor as agent of the other, nor shall it have any authority or power to bind the other party in any respect.
- 16.3 Neither party shall be entitled to assign the benefit or burden of this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 16.4 No waiver by either party of a breach of the other's obligation(s) under this Agreement shall constitute a waiver of any other prior or subsequent breach, and neither party shall be affected by any delay, failure, omission to enforce or forbearance granted in relation to any obligation of the other party.
- 16.5 The Agreement constitutes the entire agreement between the parties in respect of its subject matter, and supersedes all previous discussions, representations (including misrepresentations), arrangements or agreements between the parties in relation to its subject-matter. No amendments to the Agreement shall be effective unless properly signed by or on behalf of both parties and in writing.
- 16.6 A person who is not a party to the Agreement shall have no rights to enforce or rely upon any term of the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 16.7 The Agreement and any dispute or claim arising from, under or in connection with it shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of English Courts to settle any dispute, claim or matter arising from or in connection with the Agreement.

### **Terms relating to hire of the Facilities**

1. The Customer must not use the Facilities to produce pornographic material (being material with an "R" rated British Board of Film Classification or such material as is stated not to be acceptable by dock10).
2. The Customer shall keep the Facilities clean and tidy at all times.
3. The Customer shall take good care of the Facilities and shall ensure that any equipment is operated in accordance with its operating instructions with reasonable skill and care and by appropriately qualified and experienced personnel. The Customer shall not damage or deface any equipment.
4. dock10 reserves the right to re-enter the Facilities at any time. dock10 will be reasonable in exercising this right and will try to ensure that there is minimum disruption to the Customer if it does so.
5. dock10 shall be entitled to refuse entry to, or remove from, the Facilities any person not properly employed by or acting on behalf of the Customer, or not acting in accordance with the Customer's or dock10 instructions or regulations or any provision of this Agreement, or any person whom dock10 reasonably considers to be nuisance or danger to others whilst at the Facilities.
6. The Customer shall comply with any fire drills or alarm testing which dock10 may carry out or require; and for the avoidance of doubt any interruption caused to the Customer's use of the Facilities by such drills or tests shall not give rise to liability on the part of dock10. dock10 shall use reasonable endeavours to minimise any disruption caused.
7. In the event that the production requires the presence of an audience or guests at the Facilities, the Customer shall ensure all appropriate regulations and precautions in respect of the safety of such audience members and/or guests are observed and shall seek and adhere to the advice and observations of the relevant fire officer and health and safety officer in each case. The Customer shall provide dock10 in advance with details of the arrangements that it intends to make in relation to the safety of such audience, members and/or guests.
8. Children are brought onto the Facilities entirely at the Customer's risk. The Customer is responsible for ensuring that children are supervised and appropriately chaperoned at all times (and shall be responsible for providing suitable staff with appropriate criminal record bureau checks).
9. dock10 is entitled without prejudice to any other rights it may have to prevent or otherwise preclude the Customer or its staff from carrying out any activity which, in the opinion of dock10 and/or any third party inspector, poses an unacceptable risk of damage to property or injury or loss of life to personnel.
10. The Customer shall permit any member of dock10 staff or any inspector appointed by the health & safety executive, local authority, fire authority or similar authority to inspect the Facilities at any reasonable time without prior notice. The Customer shall fully cooperate with any subject inspection.
11. At the end of the Hire Period the Customer shall remove any of the Customer's or any third party's property or equipment brought onto the Facilities and will leave the Facilities in as good a condition as they were at the beginning of the Hire Period, subject to fair wear and tear.

### **Terms relating to the Provision of Staff and/or Crew**

1. dock10 shall be responsible for ensuring that Staff or Crew hired via dock10 have appropriate qualifications and experience generally to equip them to provide such services as have been notified to dock10 by the Customer.
2. The Customer shall procure that its staff, agents and contractors treat the Staff and Crew hired in a professional manner and in accordance with applicable legislation (including in relation to diversity, sexuality, equality, gender) and dock10's health & safety policies and procedures.
3. If Staff or Crew are required to travel to locations other than the Premises, the Customer shall make additional payments as Additional Charges comprising and documented travelling expenses of the relevant personnel, reasonable and documented overnight or subsistence expenses in cases where relevant personnel stay outside the Greater Manchester area, all other payments required are to be made in respect of location work, and reasonable and documented out of pocket expenses in connection with travel, border crossings, customs clearance and subsistence for the Staff and/or Crew, and all other payments required to be made to the Staff and/or Crew in connection with the Staff and/or Crew travelling outside of the United Kingdom where required.
4. If the Customer reasonably identifies a performance issue with a member of Staff or Crew the Customer shall notify dock10 and give

full details of the circumstances and the issue. dock10 shall use reasonable endeavours to promptly resolve the issue with the Customer and/or relevant member of Staff or Crew. If such issue cannot be resolved reasonably promptly dock10 shall use reasonable endeavours to assign alternative personnel for the remainder of the Hire Period.

### **Post Production Activities**

1. Where Post Production Activities are undertaken at the request of the Customer, and those involve the provision of editing services and/or media, the following additional provisions shall apply.
2. dock10 shall not be liable in respect of any loss of data, whether as a result of interface or formatting of data from the Customer's facilities to dock10's facilities or otherwise. All Customers must retain a back-up copy of all data, updated at all material times.
3. dock10 shall be responsible only for supplying personnel in accordance with the terms of the Agreement.
4. dock10 shall not be responsible for the edit or its results, nor for directing any Staff supplied to perform any part of the editing, all of which are the responsibility of the Customer.
5. dock10 shall not be responsible for keeping any backups or additional copies of any data or media and the Customer shall be responsible for taking its own copies and/or backups and for the security of the data. dock10 cannot warrant that the data held on its servers or other equipment shall not become liable to corruption or deletion, and accordingly the Customer should retain full copies at each stage of the editorial process, and must retain such copies off site.
6. dock10 reserves the right to delete data on its systems or those of its contractors or agents at any time and without prior notice to the Customer, and will normally delete such data 14 days after conclusion of the booking, unless otherwise agreed in writing with dock10.
7. Dock10 provide review and approve services using MediaSilo. Video and audio assets uploaded to MediaSilo are stored on secure Amazon cloud storage. Assets are automatically deleted after 90 days, unless otherwise agreed in writing at the start of a project. If you would like further information on the secure storage of this media, dock10 will be happy to provide detail on request.
8. All high-resolution assets and deliverables sent by dock10 using file transfer services will be cleared from dock10 storage after a default 30 days, unless otherwise agreed in writing.
9. It is default practice for dock10 to not clear data from production-owned removable media/storage devices, such as camera cards and hard drives. Removable media will instead be returned to productions as it was received. If there is a specific requirement for dock10 to clear down/format any production-owned devices this must be requested in writing.
10. It is default practice for dock10 to not include project names on packages being sent out from the dock10 buildings via Courier or any other method of delivery, other than collection by the production team themselves. Aliases are not used for projects on internal dock10 asset management and tracking systems, unless requested in writing, with an alias provided by the production.

### **Equipment Hire**

1. Where Equipment is hired, references to Equipment include any additional Equipment provided to the Customer in accordance with any revision to the Booking as agreed between the parties. dock10 will use reasonable endeavours to ensure that the Equipment is maintained in good working condition throughout the Hire Period, but shall not be responsible for any damage or defects caused by the Customer or its contractors or agents.
2. If there is any problem with the Equipment, the Customer shall notify dock10 promptly of the problem and dock10 shall use reasonable endeavours to fix the problem promptly, or replace the relevant Equipment as it reasonably deems appropriate. Such repair or replacement may give rise to an Additional Charge.
3. The Customer is responsible for ensuring that the Equipment is suitable for the Customer's purposes. The Customer shall only use the Equipment for the specific purposes of the creation and/or recording or audio visual material or any other purpose agreed by the parties.
4. The Customer shall take good care of the Equipment and to the extent it operates the Equipment it is the Customer's responsibility to ensure that it is operated with all reasonable skill and care by appropriately qualified and experienced employees, agents or sub-contractors.
5. If the Customer wishes to use its own Equipment it shall ensure that it is suitable for use within the Facilities and if it is to be used in conjunction with Equipment, it shall ensure that its Equipment is fully tested (including appropriate PAT testing) and is compatible with dock10' Equipment and that its use has been agreed beforehand with dock10. The Customer shall be responsible for any loss or damage caused or arising as a result of using its Equipment in a non-compatible manner.
6. All the Equipment supplied by dock10 at the request of the Customer and/or forming part of the Facilities shall for the duration of the Hire Period be at the risk of and under the control and direction of the Customer who shall be responsible for the care, control, security, insurance and maintenance of all such Equipment for the duration of the Hire Period.
7. The Customer shall comply with the relevant terms of Schedule 2 in relation to the utilisation of all Equipment.

## Schedule 1

### Definitions

In the Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

<b>"Additional Charges"</b>	additional costs agreed between the parties over and above the Contract Price to be included in the final invoice;
<b>"Agreement"</b>	the entire Agreement entered into between dock10 and the Customer comprising the Term Sheet, the Standard Terms and Conditions, including any extension of any Booking;
<b>"Booking"</b>	a reservation by the Customer to hire from dock10, the Facilities and/or Crew and/or Equipment ;
<b>"Confidential Information"</b>	all technical, commercial and financial information, product information, trade secrets know-how and all information relating to the plans, transactions, intentions, affairs and all business other party and/or its or their customers and/or suppliers and third parties, and the terms of this agreement, including but not limited to any details of storyline, set, facilities or personnel found or discovered as a result of any Booking (whether relating to the Customer's Booking or that of any other person);
<b>"Contract Price"</b>	the hire fee hireable by the Customer for the Booking for the Hire Period in the amount and on the dates set out in the Term Sheet (as varied by the parties, if so varied), and including where relevant any Additional Charges;
<b>"Customer"</b>	the person, company, organisation or other entity named in the Term Sheet who enters into the Agreement;
<b>"Commencement Date"</b>	the date on which both parties sign the Agreement or if different dates the date on which the last party signs;
<b>"Common Areas"</b>	areas within or connected to the Premises that may be used by third parties at the same time as the Customer;
<b>"Competence"</b>	the achievement of a generally accepted standard knowledge and experience relevant to the activities or services to be undertaken in accordance with good industry practice;
<b>"Crew"</b>	any employees or contractors of dock10 (including freelance staff) engaged by dock10 whose services are made available to the Customer pursuant to the Agreement;
<b>"Dates for Payment"</b>	dates on which the Contract Price or any part of it is due to be paid as set out on the Term Sheet;
<b>"Deposit"</b>	where a deposit is required, the deposit payable under this Agreement in respect of a Booking;
<b>"Emergency Plan"</b>	dock10's plan for warnings and evacuation in the event of an emergency;
<b>"Equipment"</b>	the equipment of dock10 or third parties to be made available to the Customer by dock10 pursuant to the Agreement;

<b>"Facilities"</b>	the studio area at the Premises or any other location which is to be made available to the Customer pursuant to the Agreement as detailed in the Term Sheet including without limitation any studio space, dressing rooms, hospitality suites, audio visual theatres and office spaces;
<b>"Force Majeure Event"</b>	has the meaning given to the term in clause 9.1;
<b>"Health and Safety Management System"</b>	the organisation arrangements and procedures established by dock10 to ensure safe management and operation of its Premises, Facilities and Equipment;
<b>"Intellectual Property Rights"</b>	all patents, rights to inventions, utility and models, copyrights and related rights, trade marks, service marks, design rights, trade, business and to make names, rights in trade or dress or get-up, rights in goodwill, or to take action for passing off, unfair competition rights, rights of computer software, database rights, topography rights, rights of confidential information (including know-how and trade secrets) and other intellectual property rights, in each case whether registered or unregistered and including any applications for any renewals or extensions of any such rights and all similar or equivalent rights or forms of protection in any part of the world;
<b>"Hire Period"</b>	the period specified in the Term Sheet during which the Customer hires the Facilities, Equipment and Crew (as applicable);
<b>"Premises"</b>	the Company's premises at MediaCity UK including without limitation all studio space, dressing rooms, hospitality suites, audio visual theatres, common areas and office space;
<b>"Quotation"</b>	the quotation provided to the Customer in which details of the Booking is set out;
<b>"Standard Terms and Conditions"</b>	these terms and conditions including any schedules (and as varied by agreement between the parties from time to time);
<b>"Services"</b>	Any services provided under this Agreement; and
<b>"Working Day"</b>	the period of 24 hours comprising any day GMT, but excluding bank and other public holidays.

Any clause headings in this Agreement are inserted for convenience only and shall not affect the interpretation of the Agreement.

Where the context requires, references to the masculine includes the feminine and to the single includes the plural (and vice versa). Reference to any person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and includes that person's legal and personal representatives, successors and permitted assignees.

Words in the singular include the plural and vice versa, as the context requires.

Reference to a statute, statutory or regulatory provision is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment of it, and includes any subordinate legislation for the time being in force made under it and which is relevant to the matter in question.

Subject to any specific terms to the contrary in the Agreement and subject to the provisions for notices at clause 13 (Notices), references to "writing" or "written" includes a reference to faxes and electronic mail.

Where the words "includes", "including" or "in particular" are used in the Agreement, they are deemed to have the words "without limitation" following them. Where the context permits, the words "other" and "otherwise" are illustrative only and shall not limit the sense of the words which precede them.



## Schedule 2

### Customer Health & Safety Obligations

The Customer shall be responsible for the following:-

1. Before commencement of the Hire Period, appointing a competent health and safety representative, notifying dock10 of that representative's identity, and for providing evidence of the competency of that representative if requested by dock10.
2. Ensuring that the Customer's employees and contractors are suitably Competent and qualified in relation to the matters which they are being requested by the Customer to undertake. dock10 may wish to see evidence and include them on dock10's list of pre-authorised contractors and/or suppliers or undergo dock10' pre-vetting procedures before allowing them to work in the Facilities.
3. Ensuring that the Customer's employees and contractors engaged for a role which requires them to supervise others are both Competent and contracted to fulfil such responsibilities.
4. Ensuring that the Customer's employees and contractors are informed of the representatives to whom they must report for health and safety purposes and requiring that their employees and contractors report to this representative on arrival at the Premises and as required by dock10' health and safety plan and management system.
5. Ensuring that their employees and contractors adhere to all aspects of dock10' health and safety policy and compliance handbook and directions given in relation to them by dock10' personnel. It is the Customer's responsibility to obtain a copy of the health and safety policy and compliance handbook and to familiarise itself and all relevant personnel with them.
6. Ensuring that the employees and contractors of the Customer adhere to dock10's alcohol and drugs guidance.
7. Ensuring that all equipment provided by the Customer, or third parties at the Customer's request, complies with dock10's compliance handbook, applicable legislation and are accompanied by adequate and suitable risk assessments prior to delivery to the Facilities, and (without limitation) include the provision of earthing points on sets and audience seating.
8. Ensuring that the Customer's employees or contractors are provided with appropriate personal protective equipment for any task they are engaged to undertake.
9. Notifying dock10 immediately of any physical or suspected physical damage to dock10's Equipment Facilities and/or any other property within the Premises during the Hire Period.
10. Notifying dock10 immediately of any accidents and supply copies of any and all correspondence in relation to any investigations and/or findings relating to all accidents or incidents which occur during the Hire Period.
11. Notifying dock10 of programme content or persons coming onto the Premises in advance which may have an impact on security requirements, and put into place with the approval of dock10 any special security arrangements required.
12. Ensuring that children under 16 visiting the Premises are supervised and appropriately chaperoned at all times. The Customer shall ensure that children are not allowed to access any dangerous or particularly hazardous areas at any time.
13. Ensuring that all fire escape and other escape routes in any area in use are maintained clear at all times.
14. Ensuring that the Customer's employers and contractors do not interfere with fire or other equipment. Any

alterations to fire lanes must be agreed in advance with dock10.

15. Ensuring all electrical wiring for any mains operated electrical equipment (including musical instruments with an electrical supply which the Customer brings on to the Premises) confirm to current regulations and manufacturer's specifications. All such equipment must have been the subject of an appropriate inspection regime for portable appliance testing (PAT) and documentary evidence of this will be made available to dock10 on request.
16. Ensuring any special effects are provided by Competent individuals or companies, which in each case are members of the joint industry grading scheme. Evidence of Competency will be made available to dock10 on request and full risk assessments must be provided to dock10 prior to any activities taking place at the Facilities.
17. If the Customer is using firearms or ammunition, the Customer must ensure that a competent armourer (being a registered firearms dealer) is engaged and available on site and complete the appropriate risk assessment and deliver it not less than two weeks prior to commencement of use of the arms.
18. Ensuring that dock10 is fully informed when any firearms or explosives are on site.
19. Ensuring that a competent or other proven weapons expert is engaged for the use of all weapons which are not firearms or ammunition and that a risk assessment and evidence of competence is provided to dock10 prior to arrival at the Facilities.
20. Ensuring that all stunts (comprising simulated, dangerous activities) are undertaken by a proven competent individual or member of the Joint Industry Stunt Committee. A risk assessment must be provided to dock10 and dock10 must be informed prior to any such activities taking place on the Premises; evidence of competency must be available to dock10 on request.
21. Informing dock10 of any vehicles being brought onto the Premises at the planning stage and agree these in advance of use. The Customer shall ensure that only Competent individuals familiar with the studio environment and vehicle controls shall be permitted to operate such vehicles.
22. Undertaking a risk assessment for any proposed cooking and food preparation in the Premises and seeking approval in advance from dock10 for any specific activities (approval not to be unreasonably withheld or delayed).
23. Ensuring the consumption of liquids within the Premises are restricted to bottles with sealable caps except where they are used 'in vision' and restrict foodstuffs in studio areas within the Premises except where they constitute editorial content or are consumed within designated eating areas.

### **Schedule 3**

If the Customer wishes to extend the Hire Period dock10 shall use reasonable endeavours to accommodate such extension but acknowledges that this may be subject to Additional Fees or other conditions.

The Hire Period may be extended by written agreement between the parties from time to time.

### **Schedule 4 Fees and Expenses**

#### **Payment:**

Fees and any Additional Charges shall be payable within thirty (30) days of the date of the relevant invoice.

Within fourteen (14) working days of completion of the Hire Period, dock10 shall provide the Customer with a final breakdown of costs including all Additional Charges incurred by the Customer. The amount shown to be due on the final breakdown of costs shall be payable by the Customer within seven (7) days.

In addition, the Customer shall be liable for any Additional Charges and money spent or costs reasonably incurred by dock10 over and above the Fees specified above pursuant to or in relation to a Booking prior to receipt by dock10 of the notice of cancellation.