

New Forest Post Production

FACILITIES TERMS AND CONDITIONS

GENERAL INFORMATION

New Forest Post Production Hereinafter known as (The Company) will provide services to the customer, providing the customer has assessed all the risks that may occur, to which the customer is usually in the best position to do so. Therefore the customer should ensure it is adequately insured against all risks.

BOOKINGS

(The Company) accept no liability whatsoever for loss or damage of any kind caused by non-availability or misunderstandings resulting from verbal instructions, or insufficient written instructions.

Accordingly, bookings should be confirmed in writing, giving detailed instructions that we will rely on to provide facilities.

We cannot guarantee that you will be able to overrun any booked time; this will be left to our discretion.

CANCELLATION

Upon cancellation (The Company) shall be entitled to make a charge in respect of the full cost of the facilities to be provided, but will consider reducing the charge if cancellation takes place more than seven days before the booking or if we can otherwise mitigate our loss.

CHARGES

Day rate is equal to 8 hours, thereafter an hourly rate is charged. Charges are then calculated in one-hour units, and for a minimum of one hour unless otherwise stipulated. An additional charge shall be made for overrunning any booked times and there is no refund for not using all of the booked time.

Rates shown are inclusive. All prices of facilities exclude tape and disc stock, unless otherwise stipulated and are charged at current rates.

Queries regarding an invoice must be made in writing to the company within ten days of the date of the invoice otherwise the customer will be deemed to have accepted the invoice.

We reserve the right to vary our charges at any time and without notice. Every reasonable effort will be made to supply additional services not referred to in the rate card and will be charged at the appropriate rate.

TERMS OF PAYMENT

Full payment due 14 working days prior to work commencing and any final balance on completion.

Accounts payable by customers for whom prior credit arrangements have been made are due for payment within 30 days of invoice.

We reserve the right to charge interest on overdue invoices at a rate of Eight percent above the Base Rate of National Westminster Bank PLC from the due date of payment until payment has been received in full, including sums payable for additional costs.

We reserve the right to withhold the provision of any programme material if 'The client' has failed to pay any money due under the agreement.

Please note that our credit control partner will be responsible for the collection of monies due. As part of our credit control system to collect overdue accounts it may be necessary to issue a letter withdrawing all of our services until the outstanding debt is paid in full. We will not accept liability for any taxes, interest, penalties or any other claims arising due to work not being completed after this letter has been issued.

STORAGE

(The Company) will only store master tapes, sub-masters and protection copies and reserve the right to transfer them to compilation reels. We do not keep rushes indefinitely and will dispose of them at our discretion unless previous arrangements have been arranged. We reserve the right to charge for the storage of tapes and discs. Storage of media is undertaken entirely at your own risk and without liability for loss, destruction, deterioration, damage or disposal or for the value of any recorded material.

COPYRIGHT

(The Company) will work for clients on the understanding that all source material supplied by its clients have appropriate copyright clearances and that its clients indemnify it from any legal action which may be taken by a third party for any misuse of copyright material.

(The Company) reserves the right to use any of its work for its own promotional purposes.

(The Company) retains the copyright to any musical soundtracks that it supplies.

(The Company) allows the client use of any musical soundtracks that it supplies with the proviso the client only uses it in the production it was intended for and is not extracted for any other use.

(The Company) retains the copyright to any graphics, filming and editing or audio work undertaken for any of its clients. Duplicate masters can be supplied at an additional cost.

If copyright has been assigned to a client (The Company) retain copyright of any work until it has been paid in full

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