**Recommended Basic Terms & Conditions for Post Sound (2022/06/28)**

The purpose of these recommended terms and conditions is to provide a minimum level of protection and awareness to all BECTU members who are not covered by a contract or collective agreement. Members can attach these terms to any booking, they may be amended or added to, or they may be superseded by an agreed contract.

Please remember an employment contract does not have to be written down, a verbal contract can still exist. However, a written contract will set out certain rights and obligations both you and the employer must follow. Therefore, initially using these terms and getting the contract in writing will assist you if they are broken by the employer/client.

Terms and Conditions

[XXXXX] - Sound Editorial

# Acceptance

The purpose of this agreement is to set out our professional relationship and detail the terms of our engagement. For your own benefit and protection, you should read all of the information carefully. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

# Minimum Booking

The [XXXXX] minimum booking period is one day.

1. Working periods

Working days/weeks are based on standard post-production facility hours

:8+1 hours per day, Monday to Friday 0900-1800. Work expected to be carried out after 1800 will be charged at at 1.5x Hourly Rate; Work expected to be carried out over weekends and Bank Holidays will be charged at at 2x Daily Rate.

1. Cancellation

Confirmed bookings (where [XXXXX] has agreed in writing to accept a confirmed offer of work for the agreed dates) are subject to a 50% cancellation fee of up to three weeks if cancelled in writing up to five business days before commencement.

Confirmed bookings cancelled in writing less than five business days before commencement are subject to a 100% cancellation fee of up to three weeks.

(Cont.)

1. Scope

Unless agreed otherwise, engagement of [XXXXX] is based on the receipt of turnovers of locked cuts from Production, and all associated media/ assets as indicated in our turnover specifications, to enable commencement of work as scheduled.

‘Sound Editorial’ does not include the creation of additional versions of the Production, or promotional/marketing materials including but not limited to international sales versions, trailers, EPKs, promos. These will be quoted and charged for independently.

1. Hiatus/Suspensions

Any interruption to work schedules (including late picture locks and/or turnovers) must be agreed in advance and confirmed in writing by both parties and will be subject to a minimum 50% retainer for the duration of the hiatus based on the agreed fee, including any kit fees or overtime.

Any interruption to work schedules with notice of less than two full working days will be subject to 100% retainer for the duration of the hiatus based on the agreed fee, including any kit fees or overtime.

Every attempt will be made to accommodate extensions to work schedules due to interruptions, hiatuses or suspensions, but cannot be guaranteed.

1. Termination

A minimum of one week in writing for both parties.

(Cont.)

1. Staff

Every effort will be made to engage the staff requested by the Production. However, [XXXXX] reserves the right to:

* + Change staff or engage additional staff as it sees fit
  + Subcontract work dependent on the business requirements of the company.

1. Payment terms

Within 14 days of invoice or the next scheduled payroll run, whichever is the sooner. Payment after 30 days is subject to statutory late payment charge and interest.

1. Additional Fees

[XXXXX] does not offer ‘locked-off deals’ and charges for actual time engaged.

[XXXXX] reserves the right to charge additional fees should requests or decisions made by or relating to the Production affect the expected scope of work (including but not limited to e.g. significant increase in the amount of ADR expected, recuts, hiatuses/changes to the agreed schedule, turnovers not meeting supplied specifications or scheduled delivery, creation of alternative versions of the production.)

1. Insurance

Any items or materials provided by the client or hired to the client must be covered by the client’s insurance.

(Ends)