



These Terms and Conditions govern the supply of Services by Take1 Script Services Limited (“**Take1**”), a limited company registered in England and Wales (registration number 04078689), whose registered address is at Crane Chambers, 58 High Street, Cranbrook, Kent, TN17 3DL and the “**Client**” (as defined below).

Take1 is engaged in the business of providing the Services (as defined below). By ordering the relevant Services either online, through email correspondence or by any other means the Client confirms that it wishes to appoint Take1 to provide such services to Client on the following terms.

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Agreement”

means this written agreement, including the Schedules;

“Client”

means the client that has ordered Services from Take1 pursuant to an Order Request;

“Client Materials”

has the meaning given to that term at clause 3.1;

“Data Protection Legislation”

the GDPR, together with all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, any binding guidance and codes of practice issued from time to time by any relevant supervisory authority;

“Deliverable”

means any document or other deliverable item (in whatever format) that Take1 has agreed to supply to Client as part of the Services and more particularly set out in an Order From;

“GDPR”

means the General Data Protection Regulation (EU) 2016/679;

“Group”

in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group;

“Group Company”

in relation to a company, any member of its Group;

“Order Request”

means each separate instruction from the Client to Take1 to proceed with the provision of all or some of the Services in relation to content provided by the Client to Take1 which shall be in a form agreed by the parties and may be submitted via the Platform, online, through email correspondence or by any other means agreed by the parties;

“Platform”

the Take1 web based portal which facilitates the upload of Client Materials from Client systems;

“Services”

means any or all of the following services: transcription; translation; subtitling; post production; rough/fine cut; online captioning; tech solutions; closed captions; logging; meta data listing; searchable scripts; and/or audio description;

“Website”

any website owned, operated or controlled by Take1.

- 1.2 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 1.3 References in this Agreement to:
 - (a) clauses and Schedules are to the clauses of and schedules to this Agreement;
 - (b) the parties herein include references to their respective successors in title, permitted assigns and novatees;
 - (c) any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder; and
 - (d) “person(s)” shall include any individual, firm, company, association, corporation or other organisation or entity.
- 1.4 Where the context so admits or requires words in this Agreement denoting the singular include the plural and vice versa and words denoting any gender include all genders.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2 SERVICES

- 2.1 The Client and Take1 shall agree the scope of work in relation to the Services by completing an Order Request and, once agreed between the parties, each Order Request shall be incorporated into and form part of this Agreement. Unless otherwise stated in the Order From the assumptions set out in [Schedule 2/the Service Schedule](#) shall apply.
- 2.2 Take1 shall apply such time, attention, resources, personnel and skill as may be necessary or appropriate for its performance of the Services hereunder.
- 2.3 Take1 shall use reasonable endeavours to deliver Deliverables by any date(s) agreed and in accordance with Schedule 2/the Turnaround Schedule but time of delivery shall not be of the essence. Take1 shall despatch Deliverables to Client by such method(s) and in such format(s) as may be agreed between the parties.
- 2.4 When responding to an Order Request Take1 shall inform the Client of the relevant Take1 Group Company responsible for fulfilling that Order Request. In the event that a Take1 Group Company (other than Take1) is responsible for delivering the relevant Order Request (the **“Fulfilling Entity”**) it is agreed between the requesting Client, Take1 and the Fulfilling Entity that this shall form a separate contract between the Client and the Fulfilling Entity and the terms of this Agreement shall apply as though the Fulfilling Entity and the Client are the exclusive

parties to the contract (a "**Group Company Contract**") and references to Take1 in this Agreement shall be read as though referring to the Fulfilling Entity.

2.5 For the avoidance of doubt:

- (a) where a Group Company Contract is entered into by the Client and a Fulfilling Company no other Take1 Group Company shall be responsible for the performance of the Services, any liabilities arising from it or any of the terms and conditions relating to that Group Company Contract;
- (b) where an Agreement is entered into by the Client and Take1, no other Take1 Group Company shall be responsible for the performance of the Services, any liability arising from it or any of the terms and conditions relating to that Agreement.

2.6 The Client acknowledges that any of their personnel using the Platform shall have the authority to bind the Client to these terms and conditions.

3 **CLIENT'S OBLIGATIONS**

3.1 Client shall be responsible for specifying fully and clearly in the Order Request its requirements from the Services. Client agrees to provide Take1 promptly with all information, data, reports and other materials that Take1 may reasonably require from time to time to facilitate the performance of the Services (the "**Client Materials**"). Client warrants that all such information, representations, data, reports and other materials is/are accurate and complete and that Client is entitled to provide the same to Take1 for Take1's use without recourse to any third party.

3.2 Client hereby grants to Take1 a non-exclusive, non-transferable, royalty-free, irrevocable licence to use the Client Materials and/or the Deliverables (and any transcript thereof): (i) for the provision of the Services; (ii) for archival purposes; (iii) to use the materials for the purpose of improving the quality of its business processes.

3.3 The Client shall not:

- (a) use, or cause others to use, any automated system or software to extract content from the Website or the Platform except in cases where the Client or any applicable third party has entered into a written agreement with Take1 that expressly permits such activity;
- (b) use the Website for any illegal or unauthorised purpose;
- (c) sell, transfer, rent, reverse engineer, reverse compile, modify or create derivative works of, tamper with or grant any rights in the Website or the Platform without our prior written consent;
- (d) use the Website or the Platform or upload any Client Materials in any way that is in contravention of any applicable law or regulation or in any manner that will violate the privacy, publicity or personal rights of others or is in any defamatory, obscene, threatening, abusive or hateful (including without limitation in connection or association with any obscene, defamatory, illegal or pornographic material); or
- (e) introduce any viruses to the Website or the Platform.

4 **PERSONNEL**

4.1 None of Take1's personnel who perform the Services shall become an employee of Client and Client shall not have any obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such personnel by his or her employer.

5 **FEES**

- 5.1 In consideration of the Services to be provided by Take1 hereunder, Client shall pay to Take1 fees at the rates specified in the relevant Order Request (the “**Fees**”).
- 5.2 Unless otherwise stated in the Order From the assumptions as set out [Schedule 1/the Fees Schedule](#) shall apply to the Fees.
- 5.3 Client shall pay Take1’s invoices within 30 days of the invoice date by transferring the invoiced amount into a bank account nominated by Take1.
- 5.4 All sums referred to in this Agreement are payable in full without deduction, withholding or set-off for any reason whatsoever and are exclusive of Value Added Tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Client.
- 5.5 If Client is overdue with any payment hereunder, then without prejudice to Take1’s other rights or remedies, Take1 shall have the right to suspend performance of the Services until Take1 has received payment of the overdue amount together with any accrued interest.

6 **SERVICE VARIATIONS**

- 6.1 If Client at any time requests a change to any services as set out in an Order Request, Take1 shall assess the effects upon the Agreement should the proposed change be implemented, including (without limitation) the impact on any current Order Request and the timescales for the performance thereof, the change in Take1’s Fees (if any) and the anticipated cost of implementing the proposed change. Take1 shall provide Client with the results of such assessment, in writing, within seven days (or such longer period as Take1 may reasonably require) of receipt of Client’s request for a change.
- 6.2 If, after Take1 has undertaken the assessment required under Clause 6.1, Client wishes to proceed with any change, the parties shall agree appropriate written amendments to this Agreement and Take1 shall adjust the Fee amounts to be invoiced to Client.

7 **CONFIDENTIALITY**

- 7.1 Each of the parties acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it shall receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party (“**Confidential Information**”).
- 7.2 Each of the parties undertakes to maintain the confidentiality of the other party’s Confidential Information at all times and to keep the other party’s Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither party shall at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the other party, use, disclose, exploit, copy or modify any of the other party’s Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations hereunder.
- 7.3 Neither party shall be in breach of this Clause 7 if it discloses the other party’s Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.

8 **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Upon Client’s request and provided Client has paid all Fees payable in respect of the relevant Deliverables, Take1 shall, subject to Clauses 8.2 and 8.3, grant to the Client a royalty free perpetual licence in relation to all the copyright and other intellectual property rights (“**Rights**”) in the Deliverables that are owned by Take1 and capable of such licence. For the avoidance

of doubt, the Rights in any transcripts comprised in the Deliverables, as between Take1 and the Client, shall be owned by Take1.

- 8.2 If and to the extent that any of the Deliverables comprise or include any work the Rights in which belong to a third party, Take1 shall procure a licence for Client to use such work on such terms as may be agreed between Take1 and the relevant third party.
- 8.3 Take1 shall retain all Rights in any documents, data, drawings, notes, sketches, reports, improvements, tools, scripts and other items created, produced or developed by Take1 (whether alone or jointly with others) either (i) during the term of this Agreement or (ii) prior to the date of a relevant Order Request.
- 8.4 The Client warrants and represents that it owns or have been licensed all intellectual property rights subsisting in the Client Materials, and that the use of the Client Materials by Take1 and its subcontractors in accordance with these terms and conditions shall not infringe the intellectual property rights of any third party.
- 8.5 The Client grants Take1 and its subcontractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (including by copying and modifying) any Client Materials provided to Take1 for the purpose of providing the Services to the Client.

9 WARRANTIES AND UNDERTAKINGS

- 9.1 Each of the parties warrants that it has full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 9.2 Take1 warrants that the Services will be carried out with reasonable skill and care in accordance with the terms of this Agreement. The Client acknowledges that while such reasonable skill and care will be taken in the provision of the Service it is the nature of the Services that 100% accuracy cannot be guaranteed and that inadvertent errors in the provision of the Services shall not constitute a breach of this Agreement.

10 LIABILITY

- 10.1 Subject to Clauses 10.2 and 10.3, Take1's maximum aggregate liability under or in connection with any Order Request, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed an amount equal to the Fees payable hereunder in respect of the relevant Order Request.
- 10.2 Nothing in this Agreement shall exclude or in any way limit Take1's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 10.3 Subject to Clause 10.2, Take1 shall not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 10.4 Take1 is not responsible or liable under this Agreement: (i) for the accuracy, completeness or legality of the Deliverables; (ii) if the Deliverables (or any translated or localised version of it) infringes any third party rights (including without limitation intellectual property rights and rights of privacy), is inaccurate, misleading or incomplete and/or contravenes applicable law in any region or country in which it is published by Client, unless the infringement, inaccuracy or incompleteness arises solely from, or the Deliverables becomes misleading or unlawful solely

as a result of, an error in Take1's performance of the Services in relation to such Deliverables;
(iii) any loss arising from the Client's use of the Platform.

11 NON-SOLICITATION

Client agrees that both during and for a period of six months after the completion of the Services in relation to the final Order From between the Client and Take1, Client shall not without the prior written consent of Take1 employ or engage any person who is (or was at any time during the term of this Agreement) a director, employee, agent or contractor of Take1 and who is or was in the previous 12 months materially engaged in the provision of the Services under this Agreement, or solicit or induce any such person to terminate their employment or engagement with Take1.

12 DATA PROTECTION

12.1 Take1 confirms that where the Services require it to process personal data on the Client's behalf Take1, shall be the processor and the Client shall be the controller with respect to such processing. Each party shall comply with the obligations imposed on it by applicable Data Protection Legislation.

12.2 Without prejudice to the generality of clause 12.2, the Client warrants, represents and undertakes that it has all necessary consents and notices in place to enable the lawful transfer of the personal data to Take1 for the duration and purpose of this Agreement and shall indemnify us and keep Take1 fully indemnified from and against all liabilities, claims, actions, proceedings, loss, damage, costs or expenses we suffer or incur arising out of or in connection with its breach of this clause.

12.3 Take1 confirms that it will comply with its obligations as a processor under the GDPR, and shall comply with the processor obligations required to be incorporated into processor agreements under the GDPR as if they were set out in full in this Agreement, including without limitation Article 28 of the GDPR.

12.4 The Client agrees that it shall enter into a separate written agreement incorporating the provisions specified in clause 12.3 above if required by Take1 or Data Protection Legislation. You shall provide Take1 with such other cooperation as it may reasonably require to enable it to comply with its obligations as a processor under Data Protection Legislation in relation to the personal data.

12.5 The Client hereby indemnifies and agrees to keep Take1 indemnified against any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) suffered by Take1 as a result of the Client's breach of this clause 12.

13 FORCE MAJEURE

13.1 Take1 shall not be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a "**Force Majeure Event**"). Force Majeure Events shall include but not be limited to strikes, lock-outs or other industrial action; civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war, terrorism or threat of terrorism; fire, explosion, IT failures, network failures, storm, flood, earthquake, subsidence, epidemic or other natural disaster; and compliance with any law or governmental order, rule, regulation or direction.

13.2 Take1 shall, within five working days of becoming aware of any Force Majeure Event, provide a written notice to Client, giving details of the Force Majeure Event, its likely duration and the manner and extent to which Take1's obligations are likely to be prevented or delayed. The

date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event.

14 NOTICES

- 14.1 Unless otherwise expressly stated in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed duly served if delivered by hand or sent by pre-paid registered mail to the intended recipient at the address set out at the start of this Agreement or such other address as either party may notify to the other for this purpose from time to time.
- 14.2 Any notice shall be deemed to have been duly served:-
- (a) if delivered by hand, on delivery; or
 - (b) if sent by registered mail, five Business Days after posting.
- 14.3 For the purpose of Clause 14.2, "Business Day" means any day which is not a Saturday, a Sunday or a public holiday in England, and the phrase "normal business hours" refers to 9 am to 5 pm on a Business Day.

15 GENERAL

- 15.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.2 Take1 may subcontract the performance of the Services to its nominated third party service provider.
- 15.3 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 15.4 If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 15.5 This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:
- (a) in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in this Agreement; and
 - (b) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement,
- provided that nothing in this Clause 15.5 shall operate to limit or exclude either party's liability for fraud.
- 15.6 The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them.
- 15.7 The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as

partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

- 15.8 Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.

JANUARY 2019

SCHEDULE 1
Fees Schedule

1 FEE BASIS/ASSUMPTIONS

1.1 Material quality

Our prices are based on the assumption that source material contains clear, professionally recorded audio. Any job where the quality of the material results in the transcription taking significantly longer than usual will be subject to a surcharge. You will be advised of any such surcharge. Examples of such occasions include:

- Poorly miked material
- Heavy background noise
- Technical problems interfering with the material quality
- Poorly recorded mini & micro cassettes
- Heavy foreign accents

1.2 Administration Time

In the event that your job takes significantly longer than normal to process, we reserve the right to charge an administration surcharge of GB£60/US\$90 per hour of our time. We will of course inform you by phone or email if this becomes applicable to your job.

1.3 Minimum charges

Transcription of unedited material is charged at a minimum rate of 1000 words per 10 minutes of material.

If you only require certain sections to be transcribed, please supply us with explicit and accurate timecodes indicating these exact sections. If you are unable to supply us with these timecode references, a minimum charge of 1000 words per 10 minutes of recording will still be made.

A minimum charge per job will be applied as follows:

- Transcription of Unedited Material: GB£60.00/US\$90.00
- TX01 & TX02 Scripts: GB£60.00/US\$90.00
- TX03 & TX04 Script: GB£85.00/US\$135.00

1.4 Editing & Reversions

We charge on an hourly rate for editing and reversions as follows:

- 5 day turnaround: GB£60.00/US\$90.00 per hour
- 4 day turnaround: GB£65.00/US\$100.00 per hour
- 3 day turnaround: GB£70.00/US\$110.00 per hour
- 2 day turnaround: GB£75.00/US\$120.00 per hour
- next day turnaround: GB£80.00/US\$130.00 per hour
- less than 24 hrs turnaround: GB£100.00/US\$140.00 per hour

1.5 Cancellation Fee

Once you have booked in your job with us it will be included onto our system and typist capacity will be assigned to it. For our "less than 24 hour", "next day" and "overnight express" services, cancellation fees will apply as follows:

- Less than 24 hours notice:50% of total cost
- Between 24 & 48 hours notice: 25% of total cost.

(If unedited material and therefore on 1000 word rate, an estimated value is calculated using an average of 8,000 words per hour of footage) (UK only).

In respect of all jobs, regardless of turnaround, where you notify us not to proceed after we have received the media , and therefore processing has already commenced, we reserve the right to either charge you for the work already completed, or 50% of the total estimated cost, whichever is the higher.

1.6 **Post Production /As Broadcast Scripts**

Our Post Production / As Broadcast Scripts are successfully delivered to a wide variety of networks. We have adapted the layout and content of transmission scripts in accordance with what we understand networks' requirements to be. However we strongly suggest you check the exact delivery requirements stated by your network in order to ensure that you select the transmission script which best meets their needs, and we do not accept liability if our script does not exactly meet their requirement. Examples of our post production scripts can be viewed on this website under Services / Post Production / As Broadcast Scripts.

The rates for our Post Production / As Broadcast Scripts, refer to broadcast slot, for example you will be charged for 60 minute programme, for a show which fits an hour broadcast slot, regardless of the show's actual running time.

On occasions the BITC can cause a caption to become illegible. On these occasions we indicate as such within the body of the script.

Please note that Rough Cuts will be treated as a Transmission Script 01 and charged accordingly.

1.7 **Translations**

As with our transcripts in English, a 25% surcharge may be added for unclear or unprofessionally recorded audio, or for non-studio or poorly miked interviews.

For audio quotes, we will charge for the full duration of the file(s) provided, unless you provide in and out time codes of where the sections for translation occur.

When we charge you on an hourly rate, we will give an estimate of time that the translation will take before the job is started. This is only an estimate and we cannot be held responsible if the final number of hours differs.

For fast turnarounds and for specialist translations, such as Advertising, Marketing, Press Releases etc, we will add a 20% surcharge to the invoice total. We will notify you if a surcharge applies at the time of booking.

Where the services are to be performed at a venue provided or organised by you, Take1 Transcription shall have no liability for any accidental loss or damage caused to the premises to the fullest extent permissible by applicable law. For the avoidance of doubt, you shall be responsible for any public liability arising from occupation of the premises. You shall and hereby agree to indemnify Take1 Transcription and its employees or sub-contractors in respect of any loss, liability or damage (including but not limited to liability for death or injury) that Take1 Transcription may suffer directly or indirectly as a result of or in connection with the performance of the services.

1.8 **Minimum Charges for Translations**

For audio, when logging each file/tape, we will round up to the next whole minute and charge accordingly.

Our minimum translation charge per language is £80 /US \$130.

1.9 **Listening charge**

In the event that we are sent a roll for translation that does not contain any foreign language to be translated, or another foreign language (i.e. not the language that has been booked in), there will be a 50% minimum charge of the number of minutes on this roll.

1.10 **Subtitling Terms**

All rates quoted are based on the services requested and information supplied or assumed regarding duration. Duration denotes the full running time of any item of video or audio that forms part of your project and is calculated from the first frame of displayable video to the last, not including any part breaks but including all silences and pauses that form part of the video or audio being adapted by us.

All quotes are valid for a period of 30 days and may be subject to change if your project changes in any way.

Minimum charges apply (detailed at the time of individual quote).

If we are working for you for the first time or we deem it necessary, we may require a deposit payment in advance.

1.11 **Digital Files**

Whilst digital files that are uploaded to our Take1 Uploader are free of charge, we do on occasion have to charge for transcoding some file types.

Digital files that conform to our preferred file types (see our Tech Spec for details) that are uploaded to either our Take1 Uploader or your SFTP site

FREE OF CHARGE

Small, compressed digital files such as WMVs etc. that are sent in on portable storage or DVD etc.

20p/30cents per min of material

Please note that we assume no liability for any portable storage devices which are broken or damaged during the transfer process.

1.12 **File Durations**

Pre-edited Material:

Please aim to keep the content of each digital file/tape to a maximum of 120 mins, and a minimum of 10mins. If you send us more than 120 mins on one file, or multiple files under 10mins, you may be charged a surcharge, of which you will be advised.

Media File Durations – Pre-Edit Material Only

Media files will not always finish precisely on the minute. Therefore, all pre-edit media files received by Take1, will be rounded up (or down) to the nearest minute:

- Media files that end with a 0 – 29 second duration will be rounded down.
- Media files that end with a 30 – 59 second duration will be rounded up.

1.13 **Poor labelling and/or unreliable file names**

Any job requiring extra time either for administration or having to scan material for any reason, will be subject to a surcharge. You will be advised of any such surcharge. For example due to:

- Poor file labelling
- Unclear file log
- Unreliable file log
- No file log on large jobs (ie over 10 rolls)
- Consistently faulty files

1.14 **Timecode**

We can handle all types of timecode. However, please note if the timecode on your footage is not continuous (eg time of day timecode), and you don't forewarn us, you may be liable for a surcharge to cover the extra time this takes us. *NB: There is a specific question on the booking form regarding time of day timecode.*

SCHEDULE 2
Service Schedule

1 OPENING HOURS

UK Head Office: Our normal office hours are from 9am to 5.30pm. We are able to receive work via our Take1 Uploader at any time of day or night.

US Office: Our normal office hours are from 9am EST/6am PST to 8.30pm EST/5.30pm PST. We are able to receive work via our Take1 Uploader at any time of day or night.

2 TURNAROUND TIMES

Our services are available on various turnaround times, such as 5 day, 4 day, 3 day, 2 day, next day, and less than 24hours. The number of days refers to working days only. The deadline is calculated by counting the number of days following the day of receipt of material.

UK Turnaround Time Options:

- 5 day turnaround
- 4 day turnaround
- 3 day turnaround
- 2 day turnaround
- Next day turnaround
- Less than 24 hour turnaround

Material received before 6.30pm is classed as being received on that day. All deadlines are guaranteed by 5.30pm of the corresponding working day. For example:

Material received:	Turnaround requested:	Transcripts emailed by:
Tues 10am	2 day	Thur 5.30pm
Wed 6.30pm	next day	Thur 5.30pm
Fri 12pm	3 day	Wed 5.30pm
Thur 6.30pm	less than 24hours	Fri midday

US Turnaround Time Options:

- “Supersaver” – 5 day turnaround
- “Saver” – 4 day turnaround
- “Regular” – 3 day turnaround
- “Speedy” – 2 day turnaround
- “Overnight Express” – 1 turnaround

Material received before midnight PST is classed as being received on that day. All deadlines are guaranteed by 10am PST of the corresponding working day. For example:

Material received:	Turnaround requested:	Transcripts emailed by:
Tues 10am PST	“Speedy” 2 day	Thur 10am PST
Wed 6.30pm PST	“Overnight Express”	Thur 10am PST
Fri 12pm PST	“Regular” 3 day	Wed 10am PST

The “transcript emailed by” dates are the outside times we work to, if your booking form specifies a certain time we will do our best to meet your requirement. We email transcripts through as soon as they are completed (we do not wait for them all to be completed before sending them to you).

Please note that we agree to deadlines based on the time you estimate the material to arrive with us. If the material is delayed it may not be possible to meet the deadline originally agreed. If this occurs we will always discuss your options with you.