

Preface

Benefits of The A-Z of Contract Clauses Sixth Edition

This book and CD-Rom is an essential and invaluable commercial reference resource which provides quick, convenient and easy access to thousands of individual contract clauses; rights; definitions and terms to enable you to draft agreements that are clear, concise and comprehensive.

The authors are leading experts in copyright, contract and intellectual property and have extensive experience across many industries, thus enabling them to combine business and trade knowledge with the legal and practical aspects of concluding an agreement.

This book has been used and recommended by leading lawyers, law societies, universities, international film, TV and distribution companies, literary, media and advertising agencies, authors, publishers, sports bodies, government and trade organisations as well as other successful manufacturers, merchandising and online businesses in Europe, India, Australia and worldwide.

The main clause headings are sub-divided into broad areas: DVD, Videos and Discs; Film and Television; General Business and Commercial; Internet and Websites; Purchase and Supply of Products; Services; Merchandising; Publishing; Sponsorship; University, Library and Educational.

This book allows you to grasp the essence of the contents of agreements and to understand how clauses may be changed in order to achieve a completely different outcome and purpose.

It will assist as a reference resource checklist to identify topics which have not been covered in a contract. It will enable you to negotiate with greater confidence and enhance your drafting skills. The wide selection of clauses across industries encourages you to consider how to improve the terms that you may agree.

The clauses will act as building blocks and you will be able to vary and adapt them to suit your project which will save time and money. It will enable you to create a draft document for discussion rather than just raise an idea and so you can establish the initial parameters of the terms to your advantage.

It will help you in revising your existing contracts and ensure that you are not assigning ownership of new technology or rights or data which do not exist now but may be created in the future to a third party.

When required to review an agreement provided by a potential supplier or distributor you will be able to draw up your own list of key points and clauses to be added and so have the ability to effectively propose amendments.

The New Edition

The aim with every new edition is to create new contract clauses across a broad spectrum of subjects to take account of new legislation, case law, technology, gadgets, trends, trade practices and codes and also to develop new drafting concepts dealing with issues for the future. Account has been taken of the increasing demands of an interactive and multi-layered media environment which most organisations now encompass in their strategies.

There has been an increase in cross-promotion, collaborations and endorsements as well as sponsorship of events, festivals, products, services and exploitation through apps, mobiles, competitions, social media and more specific campaigns within a timeframe and target market. This has resulted in an increasing necessity to be clear as to who owns material; who has final editorial control; the processes of consultation that may be required for any changes and how gross and net receipts are defined; whether there is a licence or an assignment; and the format; rights and territory that have been cleared for use. The failure to acquire and control images related to a brand may result in a company not being able to register as a trade mark artwork which was commissioned for a product label. It is important to clarify and avoid disputes relating to ownership and to have control of domain names, titles, character names, logos, text, films, photographs, images, sound recordings or computer-generated adaptations, games or websites. Where rights are to be licensed to a third party for a new project then the ownership and extent of use of any new versions should be established at an early stage.

There are also increasing demands for parties to meet quality control provisions as to the source, methods of production and supply of services, products and material. There are clauses relating to environment, fair trading, compliance and policies in order to meet a corporate, charitable or personal ethical approach.

There are new clauses throughout the book including those relating to competitions, copyright clearance, due diligence, exclusivity, disclaimers, option, royalties, moral rights, originality, confidentiality, data protection, credits and copyright notices, waiver and third party transfer. There are new terms for force majeure and jurisdiction, as well as clauses which reduce or confirm liability or set out to extend or limit indemnity provisions, manage risk or transfer of ownership or confirm the scope of product liability. There are clauses to develop, option, produce, acquire, commission, licence, sub-licence and exploit rights, services, products and work supplied by an

individual or company on the internet, via mobiles and apps, in print or in other formats.

In addition there are two new background articles and an extended legal, commercial and business development directory.

The CD-Rom allows you to access clauses under individual alphabetical letters; so that you can scroll through to find suitable clauses to copy, paste and edit. There is also a word search facility which can be used to assist you in your endeavours to find the perfect terms and conditions; and also to search the background articles and directory. You will also find the index in the book provides assistance as you will be referred to other main clause headings that may be relevant.

Throughout the book the main clause headings are on the top of the left page and the sub-headings are on the top of the right.

Jurisdiction: UK, EU, US, Commonwealth and worldwide.

Deborah Fosbrook BA (Hons), Barrister of Gray's Inn.

Her work has included Business Affairs in BBC Programme Acquisition and Head of Legal and Business Affairs and Company Secretary, TV-am plc. Co-author of The Media and Business Contracts Handbook (5th Edition).

Adrian C Laing LLB (Exon) Solicitor Advocate, Laing & Co.
www.laingandco.co.uk

Previous roles as Director of Legal Affairs and Company Secretary HarperCollins Publishers; Assistant Head of Licensing Independent Television Commission and Consultant Thames Television plc. Co-author of The Media and Business Contracts Handbook (5th Edition). Also author of Rehab Blues and RD Laing: A Life.

Deborah Fosbrook and Adrian C Laing

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ABSENCE

Employment

A.001

If without the prior approval of the [Employer] any absence by the [Employee] lasts for three consecutive working days or more the [Employee] must provide a letter to the [Employer] on the third day or as soon as reasonably practicable thereafter. The letter should set out the reason for the absence and the date by which the [Employee] expects to be able to return to work. On the eighth consecutive working day and at weekly intervals thereafter a medical certificate from the [Employee's] own medical practice signed by a qualified Doctor must be provided to the [Employer] stating the full reason and when a full recovery is expected. The [Employee] shall bear all costs of obtaining any such certificates.

A.002

In the event of the inability of the [Employee] to work for the [Employer] due to the [Employee's] illness or injury after the first [number] months. Then the [Employee] shall be entitled to the sickness or injury benefits in accordance with the [Employer's] staff handbook in existence at that time provided that medical certificates and/or a detailed medical report are supplied to the [Employer] upon request within the stipulated deadlines. The [Employer] will ensure that its obligation to pay statutory sick pay to the [Employee] in accordance with all statutory provisions in force at the time in the [United Kingdom] are fulfilled. The [Employee] acknowledges receipt of the staff handbook dated [date] which forms part of this Agreement.

A.003

[Name] agrees that their position as [specify] is part-time temporary work and that in the event that they are absent for any reason they shall not be entitled to receive any payment of any nature or alternative work in substitution.

A.004

Where a [person] is absent on more than [-] working days in a [three-month] period which is not agreed in advance or taken as holiday leave or for which

no valid explanation is provided which is accepted by the [Company]. The [Company] may decide at its absolute discretion that the [person] be sent a written warning notice from an authorised officer of the [Company]. The warning letter shall set out the full detailed grounds, provide the conditions which the [Company] wishes to be fulfilled and suggest a meeting to resolve the matter with the [human resources department]. In the event that the attendance of the [person] shall not improve as specified by the [Company] in order to fulfil the [person's] contract of employment. Then the [Company] shall be entitled to summarily dismiss the [person] without further notice provided that the [person] shall have been engaged or employed by the [Company] for less than [-]. In such event the [Company] shall pay all sums due or owing up to the date that the [person] ceases to work for the [Company].

A.005

The [Company] accepts and agrees that there may be occasions when the [Employee] may be absent due to domestic, family, dental, health, transport, weather conditions or due to some unforeseen emergency. The [Company] agrees that failure to give advance notice shall not in those circumstances be sufficient grounds to give a written warning regarding absence. Provided that the [Employee] contacts the [Company] as soon as reasonably possible to advise them of the position and unless the whole [Company] is affected and closed the [Employee] shall either substitute alternative hours at a later date or allocate the absence as part of their annual leave.

A.006

If the [Employee] is absent from work due to sickness, ill-health or incapacity for [specify days] in any [12-month] period (whether continuous or not). The [Company] shall have the right to decide that it can no longer continue to make the position available to the [Employee] and shall have the right to terminate the contract by notice in writing. The [Company] shall only be liable to pay any salary due to the date of termination of the contract. The [Employee] agrees that there shall be no sums due as compensation for loss of the position, damage to reputation or other financial loss which may arise. The [Company] shall provide a reference to the [Employee] which shall explain that the contract ended due to [health/other] reasons and was not connected to their standard of work in that position.

A.007

The [Company] reserves the right to set off against payment made to the [Executive] any statutory sick pay benefits received by it.

A.008

The [Executive] shall provide his/her exclusive services to the best of their skill and ability on a full-time basis and normal working days shall be

[specify days/hours/breaks]. The [Executive] shall perform all his/her duties in a professional and diligent manner and shall not supply services of the same or similar nature to the job description under this Agreement to any third party without the prior written consent of the [Company].

A.009

In the event of absence from work the [Executive] may notify the [Company] as soon as possible, in person wherever possible or by the best available means at his/her disposal in the circumstances. In any event the [Executive] agrees to provide the [Company] with as much notice as possible in the event that the [Executive] is unable whether as a result of sickness or general circumstances beyond the control of the [Executive] to perform any of his/her obligations under this Agreement.

A.010

If the [Executive] is absent from duty without permission and without a reason acceptable to the [Company]. The [Company] reserves the right to withhold payment or deduct from the [Executive's] salary a day's pay for each day of unauthorised absence. Disciplinary action may also be taken in accordance with the Disciplinary Procedure in Schedule [-].

A.011

In the event that there is repeated unauthorised absence for all or part of the day when the [Employee] is expected to be at the office of the [Company]. Then the [Company] shall arrange for a meeting to discuss the matter with the [Employee]. Where the situation does not improve and the absences continue then the [Company] shall be entitled to give written notice of the termination of the contract of employment.

A.012

If the event that a temporary person or someone who is on a fixed term contract is unable for any reason (whether through illness, family problems, loss of a close relative, and/or a hospital, dentist, eye or other appointment relating to their health or an immediate family member which they are required to attend) does not attend work to fulfil their duties under this agreement for more than [-] days in any week of the agreement. Then the [Enterprise] shall be entitled but not obliged to give written notice of termination of the agreement which shall have immediate effect. No compensation for loss of any nature shall be due and the liability of the [Enterprise] shall only be for those days of work completed to the date of termination.

A.013

The Company agrees that the [Employee] shall be able to take such leave for dental, hospital, school and such other personal and family commitments

which may be required during normal working hours provided that the [Employee] as far as possible notifies the Line Manager in advance by email exceptions are made for emergencies. Provided that the [Employee] ensures that the time is recompensed by either working additional hours and/or deducted from any holiday and/or bank leave due.

A.014

It is agreed by both parties that any unnotified leave of absence shall not be deemed a breach of this agreement where it is due to a genuine emergency, delay and/or failure to attend arising from a matter relating to the [Employee], his/her family, immediate grandparents and/or brothers and/or sisters which does not relate to ill health or death of the [Employee]. Provided that upon return to work the [Employee] provides an explanation in writing and agrees not to be paid for those dates where the [Employee] is absent. In the event that the period of absence on any one occasion is more than [number] days then the parties agree that the [Company] shall be entitled to notify the [Employee] of a date by which the [Employee] must return to work as per the agreement otherwise it will be terminated on that date.

General Business and Commercial**A.015**

The [Company] shall have the right to terminate this Agreement immediately by notice in writing to the [Contractor] in the event that the [Contractor] is unable or unwilling in any period of [six months] to perform the Agreement as required for more than [twenty days] in total whether consecutive or not.

A.016

The [Specialist] agrees that he shall attend and appear as an [expert] in the case on the following dates and times at the specified location, [-] for the purpose of providing written and oral evidence of [-]. The [Specialist] accepts that it is vital that he is not absent for any reason unless prevented by an emergency, serious medical grounds, death or an Act of God.

A.017

The [person] undertakes that they shall be required to attend the [Exhibition] from [date] to [date] and that they be obliged to work from [-] to [-] hours with only short breaks. In consideration of your agreement not to be absent for any reason and to recompense you for the longer hours you shall receive the additional fee of [-].

A.018

Any absence of any nature must be notified to [name] by email or telephone by you personally on the actual day itself specifying the reason and when

you expect to be able to attend. Any absence will result in no payment for that day and a continuous absence of [five working days] will mean that the position is no longer available to you and you will be sent in the post any sums that may be due.

A.019

The [Company] agrees that in any one-year period the [person] shall be entitled to take [five days'] unpaid leave of absence in addition to their annual holiday to carry out public duties, union work, academic research and training.

A.020

The [Client] agrees that once the [booking/appointment] has been confirmed and a date and time agreed. That the [Company] shall be entitled to be paid whether or not the [Client] attends the [booking/appointment] unless at least [three days] prior notice is given to the [Company].

A.021

Absence or failure to attend all or any part of the [seminars/workshops] at the specified dates and times agreed between the [Company] and the [Client] shall not entitle the [Client] to any refund, reimbursement or otherwise of the fees paid.

A.022

Any absence or failure to attend on the dates specified in the Agreement shall not automatically entitle the [Company] to terminate the Agreement and/or to withhold any sums which may be due for other work which has been completed. The [Company] agrees that the [Person] shall be provided with the opportunity to rectify the matter within an additional period of [specify] days. Failure to do so shall mean that the [Company] shall have the right to take such steps as it thinks fit in the circumstances.

A.023

Where the [Consultant] is absent and/or out of [country] for more than [number] days for any reason whether due to holidays, health or otherwise. He/she shall ensure that there is a nominated contact at the [Consultant Company] at all times who has the same level of expertise and knowledge who is able to advise the [Enterprise]. Failure to provide this alternative shall be deemed a breach of this agreement.

A.024

It is a specific requirement of this Agreement that the following persons are involved in this [Project] and fulfil the following roles [specify name/role/job description]. The funding for the [Project] is provided solely upon that

basis and no substitution and/or absence may be covered by a third party and/or any other personnel. The [Company] agrees and undertakes that all the persons specified are available and shall not be absent and have been engaged by the [Company] for the [Project].

Merchandising

A.025

The [Company] shall be obliged to notify the [Agent/Author] in the event that there is to be a change of management and/or the [Managing Director] of the [Company] is or will be absent for more than [specify] months. It is an important condition of this Agreement that the [Managing Director] be available and involved with the production, distribution and marketing of the [Product]. Where there is a change of management and/or the [Managing Director] is no longer employed by the [Company] and/or is to be absent for long periods. Then the [Author/Agent] shall have the right to terminate the Agreement and to ensure that all rights under the Agreement shall revert to the [Author/Agent].

A.026

The absence of any key personnel involved in the development, production, marketing and distribution of the [Product] shall not entitle the [Licensor] to cancel, terminate and/or amend the Agreement. Provided that the [Licensee] can ensure and is able to establish that the quality, content, promotion and sales of the [Product] shall not be damaged, harmed and/or diminished in any way.

A.027

Where the [Author/Assignor] is unable to attend any of the [dates/events] under the Agreement and/or is absent for any reason such as ill health, bereavement, transport delays, and prior commitments to their employer and/or publisher. Then such failure to attend shall not be considered reasonable grounds for reducing and/or delaying any payments and/or termination of the Agreement. Where feasible both parties shall endeavour to agree alternative [dates/events] upon the same and/or similar terms. Further no sums shall be due in compensation for any such absence and/or failure to attend at any time by the [Author/Assignor] to the [Assignee].

A.028

Where the [Licensor] is unable to fulfil all and/or any substantial part (namely more than [number] per cent of the appearances, promotions and marketing) of the terms of the licence granted to the [Licensee] due to the absence and/or failure of [name] to attend for any reason whatsoever. Then the [Licensor] agrees that, for each date and/or event, the [Licensee] shall

be entitled to retain [number] [currency] from the sums due to the [Licensor] under this agreement.

A.029

The absence of any [one] of the current Team members specified in Schedule [A] whether permanent or temporary shall not entitle the [Company] to seek to terminate this agreement on the grounds of breach by the [Team Management]. Provided that the person is replaced by someone of similar reputation and ability.

Services

A.030

The [Consultant] agrees that he/she shall provide his/her services for the [Project] [specify days/hours] from [date] to [date] and shall not be entitled to any period of absence during that time except for short breaks or real emergencies. The [Consultant] agrees to be available at all other times to be contacted by mobile or email.

A.031

The [Presenter] shall be required to attend at the studios to prepare, present, and promote the [Programme] in accordance with the hours and days specified in the Work Schedule. There shall be no obligation to attend at the location on days or dates not specified unless agreed at least [7 days] in advance by the parties and the [Company] shall take account of the pre-existing work commitments of the [Presenter].

A.032

The [Artist] shall provide his/her services to the best of their technical and artistic skill and ability and perform his/her services to a standard and in a manner which is required to ensure the completion of the [Project]. The [Artist] shall only be required to attend on such days as may be scheduled from [date] to [date] and at the times specified by the [Company].

A.033

The [Agency] agrees that in the event that any of the persons which it has supplied to perform the required services to the [Company] are absent, fail to attend or otherwise late or unavailable at any time. Then the [Company] shall not be obliged to pay the [Agency] for the use of their services in respect of each such person.

A.034

The [Company] agrees that the [Consultant] shall not be required to be available at all times, and may be absent from meetings, presentations, or

A.906

The [Distributor] shall not have any authority, right and/or power to delegate the development, production, distribution and/or exploitation of the [Character] to any third party. Where the [Distributor] is found and/or alleged by the [Licensor] to have acted, committed and/or made representations outside the terms of this Agreement to third parties. Then the [Licensor] shall have the right to serve notice of termination of the Agreement upon such terms as may be determined by the [Licensor].

A.907

The [Consultant] is authorised by the [Company] to act upon behalf of the [Company] for the purpose of preparing, writing and delivering a report on the subject of [-]. The [Consultant] may contact and interview an agreed list of businesses, persons and contacts which are agreed in advance with the [Managing Director]. The [Consultant] shall keep a full record and log of all emails, letters and discussions which shall be made available to the [Company] upon request. No authority is provided to the [Consultant] to make any representations, commitments, disclosures and/or sign any agreement which may bind the [Company] at any time.

A.908

The parties agree that any approvals, amendments and/or authorisations which may be required under this Agreement require the written and/or verbal approval of [specify] at the [Company] and [Name] not his/her agent. Where there is likely to be a delay and/or loss incurred there is no authority granted to proceed without the necessary approval.

A.909

[Name] will permit and allow the [Agent] to make such decisions and expend such funds as may be required during each calendar month up to a maximum of [number/currency] in total. Provided that the proposal has already been discussed in detail with [Name] and all relevant information disclosed.

BANK HOLIDAYS**General Business and Commercial****B.001**

'Bank Holidays' shall mean all recognised public holidays which are observed by banks, businesses and services each year in [England and Wales/Northern Ireland/the United Kingdom excluding Scotland and Northern Ireland/country].

B.002

'Bank Holidays' shall mean those days recognised as public holidays by the [government/law courts] whether at the conclusion of and/or subsequently during the existence of this Agreement.

B.003

[Name] shall be entitled to take off as [paid/unpaid] leave any days which are bank and/or public holidays which may be applicable in the [Territory] whether recognised at the time of the Agreement or created at a later date by royal proclamation, legislation or otherwise.

B.004

[Name] shall be entitled to take as paid leave the following bank holidays [specify dates and names] in [country] which shall be in addition to any holiday entitlement specified in clause [-]. Any other religious festivals, celebrations or otherwise shall be arranged to be taken as part of annual leave or as unpaid absence subject to advance consent.

B.005

Where a bank holiday falls on a day upon which the [Name] is not normally working, there shall be no entitlement to an additional day off in lieu.

B.006

In the [United Kingdom and the Republic of Ireland] the following bank holidays shall apply in [year] and in any subsequent year of this Agreement, subject to variation in date in each year:

- 1.1 New Year's Day (UK and Republic of Ireland) [date]
- 1.2 St David's Day (Wales) [date]
- 1.3 St Patrick's Day (Northern Ireland and Republic of Ireland) [date]
- 1.4 Good Friday (UK) [date]
- 1.5 Easter Monday (UK and Republic of Ireland) [date]
- 1.6 St George's Day (England) [date]
- 1.7 May Day (UK and Republic of Ireland) [date]
- 1.8 Spring Bank Holiday (UK) [date]
- 1.9 St Stephen's Day (Republic of Ireland) [date]
- 1.10 Bank Holiday (Northern Ireland) [date]
- 1.11 Summer Holiday (UK) [date]
- 1.12 Orangemen's Day Holiday (Northern Ireland) [date]
- 1.13 St Andrew's Day (Scotland) [date]
- 1.14 Christmas Day [date]
- 1.15 Boxing Day Bank Holiday [date]
- 1.16 New Year's Day Bank Holiday [date].

B.007

'Bank Holidays' shall mean all recognised bank and public holidays in [country] as specified according to [government department] but shall not include any other days which are celebrated as part of any other religious body, belief or political organisation. It is however acceptable to substitute alternative dates off in lieu provided that [Name] is able to carry out their duties at the [Company] on the recognised bank or public holidays or other suitable arrangements can be made in advance.

B.008

The [Company] acknowledges that the [Person] shall be entitled to the Executive's Holidays in addition to Bank Holidays. The [Company] agrees that the [Executive] shall be entitled to be paid at the full rate whilst on leave for any day which is either part of the Bank Holidays and/or the Executive's Holidays.

B.009

The [Company] confirms that in the event that the [Executive] is requested to work on Bank Holidays or on those days which have been agreed as the

Executive's Holidays. Then such work shall be paid for on an ad hoc basis on terms to be agreed between the parties as to the additional remuneration, but at no less than the existing rate of payment.

B.010

This position does not entitle you to receive any payments for public or national holidays and all sums shall only be paid for and subject to completion of the required work. Nor shall there be any additional leave or absence in lieu of work on any of such days.

B.011

Your entitlement to bank, public or other extra days shall be as follows [specify] and you shall be paid in full for each such day. Any such paid leave shall be in addition to your annual leave allowance in paragraph [-].

B.012

The [Consultant] shall not be obliged to provide his/her services and shall not be paid any sums by the [Company] for any period where the [Consultant] is absent due to public holidays, religious festivals, weekends, or other occasions which arise due to family, medical or other emergencies. Where the absence continues for [-] consecutive days which were scheduled to be work days then the [Company] shall be entitled to terminate the contract by written notice and shall not be liable to pay any further sums due under the contract.

B.013

There shall be no obligation under this Agreement to be available to provide the services of the [Agency] and/or [Name] on any weekend and/or bank holidays and/or annual leave during the Term of this Agreement.

B.014

In the calculation of the days of notification and/or payment under this Agreement it is agreed that all weekends and Bank Holidays shall [not] be included in the number of days.

B.015

For the purpose of this Agreement it is irrelevant whether or not any day is a bank holiday and/or weekend and/or other festival, celebration and/or religious day for any faith. All days of the week shall be treated as the same and any notice period and/or calculation shall include all the days in sequence regardless of whether it is a bank holiday or not.

BANK RATE**General Business and Commercial****B.016**

Unless both parties agree to the contrary in writing all references in this Agreement to 'Bank Rate' shall mean [three per cent above] [3%] above the prevailing bank rate of [Bank] in [country] on the relevant date of the transaction.

B.017

In determining the Interest Rate the parties agree to use the rate specified by the London Inter-Bank Offered Rate (LIBOR) at 11 am on the [Payment Date] and such rate shall apply for [three months] and shall be renewable for [three-monthly] intervals thereafter.

B.018

The [Company] shall be entitled to charge a varied bank rate depending upon the circumstances at any time and shall not be bound to continue to charge the existing rate. Further where applicable an additional sum may be charged by way of penalty or accumulative interest if when served with notice to remedy a serious breach or default the other party does not rectify the matter within [one calendar month] of receipt of a notice setting out all the details.

B.019

'Bank Rate' shall be such percentage figure as shall be published by the Bank of [England/other] on the relevant date it is to be used to calculate the sum due. Where there is a discrepancy as to which figure is to be used then the lower percentage figure shall apply.

B.020

'The Bank Rate' shall be fixed at [number] per cent [-] % on [figure/sum] from [start date] to [end date]. It shall not be varied and there shall be no accumulation or imposition of a penalty or additional charges, costs or other sums which would result in a higher bank rate being applied or any additional sum becoming due.

B.021

There shall be no interest, penalties, charges, or other additional sums due under the terms of this Agreement at any time where any payment or undertaking is delayed for a period of [three months]. Thereafter there shall be a fixed sum charged as a penalty each [day/month] for failure to comply

with the following main clauses of this Agreement [specify clauses] [specify sum/currency for each clause]. The position shall be reviewed at the end of each calendar month and an invoice issued for the penalty payments due to be paid immediately upon receipt of an invoice.

B.022

The [Bank] shall loan the [Customer] the following sum [figure/currency] for the following purpose [specify]. The [Bank] shall not be entitled to any charge, lien or control over the assets or interests of the [Customer] or its business or property and shall only be entitled to charge the following rate of interest [number] per cent [-] % on [sum/currency] from [date] to [date]. Thereafter the [Bank] may charge the following [higher/lower] rate of [specify].

No additional sums may be added for administration, currency conversion, legal costs or otherwise unless the [Customer] defaults on the loan for a period of [three months].

B.023

The [Consultant] shall be entitled to charge the [Company] an additional sum of [figure/currency] for each occasion on which the sums due under this agreement are not paid according to the specified dates. These sums shall be in lieu of charging interest, or imposing a penalty, but shall without prejudice to the [Consultants] right to take legal action.

B.024

The [Company] of [specify] shall be entitled to charge interest at [number] per cent [figure] % above the Bank base rate. The [Company] can calculate and charge the interest from the day after any sum has not been received until the sum due has been paid in full. The [Company] shall notify the [Client] that interest is payable, and the [Client] is in default. Where payment is received within [seven days] of the default the [Company] may decide to waive the interest at its absolute discretion.

B.025

The [Company] agrees and undertakes that the maximum that it shall be entitled to claim in interest on any default in payment by the [Distributor] shall be limited to the sum of [figure] [words/currency].

B.026

The parties both agree that neither shall be entitled to claim any interest, penalty or additional charges in respect of any sums due under the terms of this Agreement which may be delayed and unpaid by the due date, not accounted for or some other error. Provided that the matter is resolved

within [two months] of the default. Thereafter either party may claim interest, penalty charges, administration and legal and accountants costs against the other. Any interest claimed by either party shall be at the fixed rate of [figure] % [words] per cent from the first date the default or error arose.

B.027

The [Company] agrees the interest rate that it shall be entitled to charge in respect of the sums owed under this Agreement shall not exceed [number] per cent [figure] % at any time. This shall be the case whether or not the bank rate set by the [specify] bank exceeds this rate or not.

B.028

The rate of interest shall be fixed from [date] to [date] and shall not be dependent and/or adjusted by any changes in the bank rate; economy and/or other variations in the financial sector in any part of the world. The rate of interest cannot be increased and/or decreased by either party. The rate of interest shall be charged on the sum of [number/currency/words] and/or any increase and/or decrease in that figure that may be authorised during the period by the [Company].

B.029

After the expiry of a period of [two years] from the date of issue of the [sum/payment] to [Name] by the [Company]. The [Company] shall be entitled to issue a new rate of interest applicable to the repayment terms based on any criteria which the [Company] may in its sole discretion decide provided that the [Company] agrees that it shall not exceed [figure] % [words] per cent and the rate of interest will not vary more than [once/twice] in any [six-month] period.

BANNER ADVERTISEMENTS

Internet and Websites

B.030

'Banner' shall mean the advertisement [specify size/shape/position] on the web page and site [reference]. The banner shall contain the following content supplied by the [Licensee] [specify] which shall have the purpose of encouraging any user of the website to click to another site linked through the banner. No other advertisements or web pages or links shall be covered by this expression.

B.031

The [Website Company] shall not acquire any rights or interest or attempt to register or licence or agree to transfer to any third party anything of any nature relating to the [Product Company] or any of its products, goods or services or business at any time. Nor shall the [Website Company] seek to register or seek to acquire any interest and/or rights through usage and the establishment of reputation and goodwill and agrees that all such rights and interest shall belong entirely to the [Product Company].

B.032

The [Website Company] shall not acquire any intellectual property rights, interest or patent or the right to licence third parties or any rights of exploitation in any media [except those set out in this document] in any material supplied under this Agreement to appear in the banner or associated site and links, meta tags or advertisements. This shall apply to all the original material and any variations, adaptations and developments of the [Product Company] and its products, goods or services including but not limited to any characters, trade marks, service marks, community marks, both registered and unregistered, logos, words, phrases, letters or artwork, images, sounds, sound recordings, music, film, computer hardware and software or any other material in any media of any nature which are supplied by or arranged for or created for or for which use is consented to by the [Product Company] at any time.

B.033

'Banner' shall mean the advertisement created by the [Website Company] on website [reference] [position/size] and linked to promote the goods and services of the [Product Company] on website [reference].

B.034

The [Company] agrees that the [Supplier] shall be able to place its banner advertisement on the [Website] reference [www.] which is owned and controlled by the [Company] on the following terms and conditions:

- 1.1 That the banner advertisement shall be in the form and style described as follows [specify] and a representational copy with all the content, words, slogans, artwork, computer-generated material, music, sound recordings, links and any other material of any nature which is to be displayed, appear or be connected in any form is attached and forms part of this Agreement.
- 1.2 That the [Supplier] shall own or control all the material set out in 1.1 and accepts full responsibility for any loss, damage, or other direct or indirect consequences financial or otherwise arising from the placement of the banner advertising on the Website of the [Company].

- 1.3 That the [Supplier] shall indemnify the [Company] against any claim, action or loss made or incurred by the [Company] or by a third party which arises as a direct or indirect result of the banner advertisement on the Website or any link.
- 1.4 The [Supplier] agrees that it shall not be entitled to use the name, logo, trade marks, community marks, products, services or any artwork, text, slogan or information or data from the [Company's] Website or business to promote, market or advertise the [Supplier] or any of its goods or services or to provide or supply any such material to third parties in any form without the prior written consent of the [Company].
- 1.5 That the [Company] shall be entitled to nominate the jurisdiction to which this Agreement shall be bound at a later date depending on the facts of the case on each occasion. Prior to any legal proceedings being issued by either party both parties agree that they shall endeavour to resolve any dispute by the appointment of an agreed mediator the cost of which shall be shared equally between both parties.

B.035

There shall be no obligation to provide banner advertisement, or additional display details of any nature in respect of products or services which the [Company] agrees that it shall sell, distribute or supply on its [Website].

B.036

In consideration of the banner advertisement the [Company] shall be paid the following sums by the [Distributor]:

- 1.1 The [Company] shall be paid a fixed fee of [figure/currency] for the display of the banner advertisement on its website reference [-] from [date] to [date]. The fee shall be paid in full by the [Supplier] by [date].
- 1.2 The [Company] shall also be entitled to be paid a click through fee of [figure/currency] for every mouse click on the banner advertisement whether or not the persons purchased any goods or services. These sums shall be paid in full to the [Company] at the end of each [three month] period.
- 1.3 The [Company] shall also be entitled to be paid a royalty of [number] % of the total value of all sales or orders or other business directly arising from the click through of any person or company through the banner advertisement which is coded by the [Distributor] quote [code number]. This sum shall be paid in full at the end of each [six month] period.

B.037

The [Company] shall not be entitled or have the right to receive any payments, royalty, click through fee or other sums of any nature including

any percentage of sales or other business income from the [Distributor] which arises as a result of the placement of the banner advertisements on the [Company] [Website]. The [Distributor] shall only be obliged to pay the placement fee specified in clause [-].

B.038

The [Company] shall not be obliged to display the banner advertisement and/or any related promotion on the [Website] in the event that the [Distributor] and/or the [Products/Services] which the business promotes are the subject of a product recall, health and safety investigation and/or any other matter which may prejudice the business of the [Company]. In such case the [Company] shall be entitled to remove the banner advertisement without further notice. The [Company] shall be entitled to retain all sums paid by the [Distributor] which are due to the [Company] until the date the banner advertisement is removed from the [Website].

B.039

In order for the banner advertisement to adhere to the advertising and promotional policy of the [Website Company] which may be different depending on the primary language of the market or be changed from time to time. The [Advertising Company] shall be obliged to adapt, develop, change or edit any part of the banner advertisement at its own cost and expense which may be required by the [Website Company].

B.040

All copyright and any other rights in the [Products/Services] shall belong to the [Supplier]. The banner advertisements and any associated sound recordings and links which are created, developed and produced by the [Website Company/Supplier] shall belong to the [Website Company/Supplier].

B.041

The [Supplier] shall have the option to purchase the copyright and other rights in the banner advertisement created by the [Website Company] for the [Supplier]. Provided that the [Supplier] pays all the costs and expenses which have been incurred and/or are due in respect of the creation, development, production, clearance and acquisition of rights, staff costs and any other sums which arise directly and/or indirectly which have and/or are due to be paid by the [Company].

B.042

The [Supplier] agrees and undertakes that no banner advertisement and/or the content of any links and/or references to and/or the content of any text services, mobile services, premium rate line services and/or otherwise of

ILLEGALITY

General Business and Commercial

1.001

The [Licensor] shall not be responsible for any act, omission, illegality or conduct which comes within the doctrine of ultra vires or is against public policy by the [Licensee].

1.002

The [Purchaser] agrees that it shall not use and/or authorise any type of use of the [Work/Disc/Data/information] in any manner or nature which is inconsistent with the intended purpose of the licence in this document. Nor shall the [Purchaser] deface, erase, remove, delete, add to or alter any part of the [copyright notice, trademarks, service marks, disclaimer, serial codes] displayed and/or incorporated into the [Work/disc/other] and any packaging. Nor shall the [Purchaser] make more copies than permitted and shall not supply the [Work/Disc/Data/information] to a third party for their own use and exploitation without the consent of the [Licensor].

1.003

The [Licensee] shall not and shall not authorise others to carry any act, use any materials or display any image or text in relation to the [Product] which could be construed as in breach of any laws of [country]. In the event that it becomes apparent that there is an allegation of wrongdoing of any nature whether fraud, banned ingredients, or failure to comply with international standards or some other reason then the [Licensor] shall have the right to suspend and/or terminate the Agreement with immediate effect by notice in writing to the [Licensee] without prejudice to any claim for damages, losses, payments under the contract and/or loss of reputation.

1.004

In the event that there is any allegation of fraud, corruption, breach of copyright, infringement of trade marks and/or any logos, irregular accounting practices, failure to adhere to health and safety standards and control, or any other breaches or allegations which could or do result in criminal or civil

proceedings against the [Licensee]. Then the [Licensor] shall have the right to suspend and/or terminate and/or to serve notice to revert all rights back to the [Licensor].

1.005

Where the [Institute] becomes aware and/or is informed by any authority, police and/or government and/or regulating body that the [Company] and/or its directors:

- 1.1 Are being investigated and/or prosecuted for a breach of the following Codes [specify titles].
- 1.2 Are alleged and/or have breached health and safety regulations and legislation;
- 1.3 Are alleged and/or have failed to adhere to normal accounting practises and committed a fraud and/or misappropriated funds.

Then the [Institute] shall have the right to serve notice on the [Company] to terminate this Agreement and no further sums which may be due shall be paid to the [Company] and all rights shall revert to the [Institute].

1.006

Where the [Consultant] becomes aware that there is a conflict of interest between the interests of the [Company] and the [Consultant] and/or that there is an intention by a person at the [Company] and/or any contractor not to fully comply with all the required legislation, Codes of Practice and Guidelines. Then the [Consultant] agrees to advise the [Company] of the potential problems as soon as reasonably possible.

1.007

Where at any time during the continuance of this Agreement the [Consortium] discovers and/or becomes aware that one party and/or any of their employees, researchers, consultants and/or agents and/or any other third party engaged by them have obtained, supplied, distributed and/or reproduced any data, information, records and/or other material of any nature for the [Project] without consent and/or in breach of the code of conduct and protocol of [specify body] and/or may have committed one and/or more breaches of copyright, data protection and/or an allegation has been made of a criminal offence and/or civil and/or criminal proceedings have started and are pending. Then it is agreed that the [Consortium] shall appoint a person to investigate the matter and to report on the circumstances. Provided that it is agreed that no steps shall be taken by the [Consortium] where an external and/or civil and/or criminal action is pending except to suspend any person from involvement in the [Project] until the matter has been decided.

1.008

The [Consortium] reserves the right to terminate and/or cancel this Agreement in the event that the identity of any person and/or the nature of the work of any company is found to be involved in criminal activity in any country of the world not just limited to [country].

IMPLIED TERMS**General Business and Commercial****1.009**

For the avoidance of doubt all express terms contained herein shall prevail over any terms implied by law.

1.010

Nothing in this Agreement shall seek to prevail over any and all terms implied by law.

1.011

This Agreement set out the terms, conditions and undertakings which have been agreed between the parties in respect of [subject]. No terms should be implied which directly conflict with any of these clauses and/or which grant any rights which have not been specifically granted to the [Licensee].

1.012

The parties agree that any matters discussed, disclosed, planned and/or projected for the future whether in writing, email and/or in person shall not be applicable and an implied condition and/or term of this Agreement unless it has been specifically stated as such in this Agreement.

1.013

All discussions, disclosures, promises, representations, projections, plans, marketing proposals and any other matter made by the [Company] to the [Institute] in respect of this [Project] shall form a part of this Agreement and be in addition to this written Agreement.

1.014

There shall be no implied terms in respect of this Agreement. The standard, quality and condition of all material is as stated and there is no assurance of uniformity, that there will be no flaws and/or that the material will not deteriorate whilst in transit.

1.015

The parties both agree that all implied terms are specifically excluded from this contract and the terms are only those which are stated.

1.016

No representation by any person, officer, director, trustee and/or other trust, company and/or entity nor any data, records, documents, financial projections, software, emails, sound recordings, samples, prototypes, film, text, image and/or logo can be implied into this Agreement at any time. The parties agree that any disclosures were not intended to be part of this Agreement and that the [Purchaser] must base their decision on their own research and not on any facts and/or information supplied prior to the date of the Agreement.

INCOME**General Business and Commercial****1.017**

'Income' shall be the aggregate of all sums and/or financial benefits of any nature received by and/or credited to the [Company] (or any connected body) including sums from advertisements, sponsorship, endorsements, product placement, licensing of material; any service on the internet and/or any telecommunications system.

1.018

'Income' shall include all income derived from the exploitation of the rights granted hereunder whether such income is received by the Company itself and/or the Company's sub-licensees, sub-agents, sub-distributors, assigns, assignees, licensees, successors in title, subsidiaries, associates and/or connected bodies.

1.019

'Income' shall mean all sums actually received by the [Licensee] from the exploitation of the rights granted under this Agreement after the deduction of the following costs, expenses, commission and fees [specify].

1.020

'Income' shall mean such income as is subject to taxation under the existing legislation in [country].

1.021

'Income' shall be the sums received by [person] in respect of the position [specify] for [Company] from [date] to [date] which is taxed by the government of [country], but excluding any [Share option/Bonus/expenses/pension/insurance/car/allowances/other].

1.022

'Executives Basic Remuneration' shall mean the annual sum of [figure/currency] which shall be the gross sum payable by the [Company] to the [Executive] in accordance with the terms of this Agreement.

1.023

The [Company] agrees to pay the [Executives] Remuneration by credit transfer to the [Executives] personal bank or building society account on the last [specify day] of each month. In the event that the payment date is a bank holiday then the payment shall be made the day before the due date.

1.024

'The Total Income' shall be all the sums received by the [Consortium] in respect of the [Project] after conversion to [currency] from any source for any purpose which are deposited in the main consortium bank account held at [bank] less all sums expended in accordance with the directions and approval of the [Finance Committee/Finance officer] and with the authority of the Board of the [Consortium].

1.025

The [Licensee/Agent] agrees that it shall be obliged to disclose all sums and benefits and gifts and free and/or discounted resources and/or material which are received, supplied and/or offered at any time whether or not directly attributable as income which relate to [Name], his/her image, logo and/or services and/or any related merchandise, promotion and/or marketing.

INDEMNITY**Building****1.026**

The [Contractor] shall be liable for, and shall indemnify the [Company] against any expense, costs, damages, liability, loss, claim and/or proceedings whatsoever arising under any legislation, directive, regulation,

codes, standards or policies of any government agency or the European Union in respect of personal injury and/or death of any person arising out of and/or in connection with the [Project] except to the extent that the matter is due to any act or neglect of the [Company] and/or of any person for whom the [Company] is responsible.

1.027

The [Contractor] shall, subject to Clause [-] be liable for, and shall indemnify the [Employer] against any costs, liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property where such injury or damage arises out of or in the course of or by reason of the performance of the [Project]. Provided that it is due to the negligence, breach of statutory duty, or omission or default of the [Contractor], his servants or agents, or of any person employed or engaged in connection with the [Project], or of any other person employed, engaged or authorised by the [Contractor] or by any local authority or statutory body executing work solely in pursuance of its statutory rights or obligations but not the [Employer].

1.028

The [site/location] set out in Schedule [-] and which forms part of this Agreement is not safe and is not habitable and is used by your [Company] at your own risk. There are no indemnity provisions and/or undertakings as to suitability for any use. Prior to access you must agree to take out insurance cover at your own cost for all persons that may enter and/or use the [site/location] to provide protection for the [Owner] and your [Company].

Employment**1.029**

The [Employee] undertakes to indemnify the [Company] against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach by the [Employee] of any of the terms of this Agreement including the [Employee's] negligence, recklessness, dishonesty and/or defamation.

1.030

The [Executive] does not provide any indemnity whatsoever to the [Company] in respect of any loss, claim or damage that may arise from this Agreement.

1.031

There is no indemnity provided to the [Company] under this Agreement by [Name] in respect of any act, conduct, words, work, documents, communications, damage, loss or claim which may be brought against the [Company] at any time due to [Name]. The [Company] agrees and undertakes that it shall not seek to be indemnified by [Name] under any

circumstances and the [Company] shall be responsible for all the risk and costs and any other direct and indirect consequences that may arise.

1.032

The total liability of the [Executive/Company] under this Agreement shall be limited to [figure/currency].

1.033

The [Company] agrees and undertakes that it shall arrange suitable insurance cover at the [Company's] cost for the benefit of the [Company] [and the Executive] to cover any matters that may arise from the employment and/or the ultra vires actions of the [Executive] and any claim by the [Company] and/or a third party and/or shareholder.

1.034

It is agreed by the [Company] that the [Employee] provides no indemnity to the [Company] of any nature in respect of his/her work and/or any use of any equipment, clothes and/or other materials they may be required to use and/or wear under this Agreement.

1.035

The [Company] agrees and undertakes to indemnify [Name] for all sums which for any reason may result in the fact that [Name] does and/or will suffer losses, damages, costs, expenses, actions, claims, summons, investigations and/or other matters which arise as a direct result of his/her work at the [Company] and/or their use of any property owned and/or controlled by the [Company] and/or as a result of following any instruction, direction and/or policy and/or arising from any statement, photographs, films, sound recordings, image and/or exploitation and/or adaptation of any material and/or premises relating to the [Company].

DVD, Video and Discs**1.036**

The [Company] shall keep the [Distributor] indemnified against all liabilities, claims, actions, proceedings, damages and loss incurred by the [Distributor] or awarded against the [Distributor] and any sums agreed and paid by the [Distributor] on the advice of its legal advisors in consequence of any breach or alleged breach or non-performance of any of the terms on the [Company's] part set out in this Agreement.

1.037

The [Assignor] agrees to indemnify the [Assignee] against all claims, liabilities, demands, actions, costs, damages or reasonably foreseeable loss

arising directly out of any breach by the [Assignor] of any term, warranties, representations or inducements made under this Agreement which may arise before [date]. After that time the [Assignor] shall not be liable to pay the [Assignee] any sums whatsoever however they may arise. The [Assignee] agrees that the indemnity shall not continue after [date].

1.038

In the event of any claim, writ, dispute, action, summons or threatened legal proceedings of any nature in connection with Clause [-] above before the end of the indemnity. The parties agree that the party who may seek to rely on the indemnity shall notify the other party as soon as reasonably practicable. Neither party shall incur any costs of any nature in such circumstances without first obtaining the prior approval of the other party which shall not be unreasonably delayed or withheld. In any event no settlement shall be made to the claim of any third party unless the party from whom the indemnity is sought has had an opportunity to review the case and offer its opinion.

1.039

The [Company] shall indemnify the [Distributor] against any liability, loss, damage, expense or cost arising directly or indirectly from the rights in the [Film] and the [Film Material] under this Agreement and/or the failure by the [Company] to perform the terms of this Agreement.

1.040

The [Company] shall indemnify the [Distributor] against any liability, loss, damage, expense or other matter arising directly or indirectly from the breach or non-performance of this Agreement by the [Company] with the following limitation of liability in each country [-].

1.041

The [Producer] and the [Distributor] agree that they shall not provide indemnity provisions to each other but shall arrange insurance cover for such purpose in the sum of [figure/currency] for the benefit of both parties.

1.042

The [Company] shall indemnify the [Distributor] in respect of any claim, action, or other legal proceedings, loss, or damage which directly relates to any part of the [Film] including the artists, music, script, format, computer generated material, credits, trade marks, logos and sound recordings provided that the [Distributor] complies with the following procedures:

- 1.1 That the [Distributor] will notify the [Company] as soon as possible of any matter upon which it seeks to be indemnified by the [Company] and will disclose all facts and documents and access to any material that may be relevant.

- 1.2 That the [Distributor] shall not take any steps or make any offer to settle without the authority or approval of the [Company].

- 1.3 That all legal costs shall be kept to a minimum and the [Distributor] shall regularly keep the [Company] informed of any expenditure over [figure/currency] which it intends to incur.

- 1.4 That where any sums can be recouped or reimbursed under an insurance policy held by the [Distributor] then the [Distributor] shall not seek to be indemnified by the [Company].

1.043

The [Distributor] agrees to indemnify the [Licensor] in respect of any dispute, settlement, claim, action, and/or other legal proceedings, losses, damages, legal costs and expenses incurred by the [Licensor] as a direct result of the actions, omissions and/or errors of the [Distributor] in respect of the exploitation of the [Sound Recordings] on the [Disc] by the [Distributor] and/or any sub-licensee, agent and/or other third party engaged and/or authorised by the [Distributor].

1.044

The parties agree that the following matters are not covered by any indemnity from one party to the other:

- 1.1 Administrative and reproduction costs.
- 1.2 Costs of financial and accounting advice.
- 1.3 Telephone, accommodation and travel costs.
- 1.4 Fees for consultants, agents, and other experts except legal advisors.
- 1.5 Matters which arise as a result of the actions and/or failure to pay of any sub-licensee, agent and/or any other third party.

1.045

The [Licensor] and the [Licensee] agree that the total maximum liability of each party under this Agreement shall be limited to [figure/currency]. That no party shall be entitled to be indemnified for any reason beyond that sum whether or not the excess sum is claimed as a result of negligence, error, omission and/or for any other reason.

1.046

The [Distributor] agrees that no indemnity in respect of the [Film/Work] and/or any of the [CDs/Discs/other] has been provided to the [Distributor] either before this Agreement and/or as part of this Agreement. That the [Distributor] shall not be entitled at a later date to seek any sum in whole or part as

RATES OF EXCHANGE

General Business and Commercial

R.001

The [Company] and the [Agent] understand and agree that there shall be no fixed rate of exchange and the correct rate shall be such as may be obtained from a reputable bank on the day that any such currency may be converted. Further, both parties accept that the rate of exchange may rise or fall to the benefit or loss of either party.

R.002

Where any sum is to be paid by the [Company] in [currency] then the [Company] shall (subject to Bank of England consent) be entitled to pay to the [Licensor] the equivalent in sterling calculated using the [specify reference source] on the working day prior to payment.

R.003

The [Creditor] may convert or translate all or any part of such credit balance into another currency applying a rate which in the [Creditor's] reasonable opinion fairly reflects prevailing rates of exchange.

R.004

The rate of exchange shall be [specify] and shall be fixed at that rate for all conversions of currency from [specify] to [specify] for the period of the Term of the Agreement.

R.005

The [Licensee] shall not be obliged to justify the rate of exchange used to convert any currency under this Agreement provided that it is conducted through an established bank in the [United Kingdom] and receipts can be produced. Commission charges shall be deducted from the sums by the bank prior to payment of any sums to the [Licensor].

R.006

The [Licensee] shall use the best rate of exchange available at the time from any reputable bank for the conversion of any sums prior to payment to the [Licensor] in [currency]. The [Licensee] shall as far as possible not incur additional charges and/or commission costs for the conversion of any currency, but if they do arise shall be entitled to deduct them from any sums due to the [Licensor].

R.007

The [Institute] shall be entitled to choose the most appropriate rate of exchange which in its opinion is most suitable to convert the currency to [specify]. The [Institute] is not obliged to choose the best rate available on the market, but that which is most convenient and cost effective in the circumstances.

R.008

Where the [Sub-Licensee] has to arrange for the conversion of any currency in respect of this Agreement. The [Sub-Licensee] shall use the most favourable rates available and keep all costs to a minimum. The [Sub-Licensee] shall provide written evidence of the conversion rate and costs on each occasion to the [Licensor] in respect of each accounting period.

R.009

All payments by the [Sponsor] under this Agreement shall be in [sterling/dollars/euros/other]. Where the [Sponsor] is requested to make payment in any other currency, then the expenses and charges associated with the conversion of the sum shall be at the [Company's] cost. The [Company] agrees that the [Sponsor] shall be entitled to deduct such expenses and charges from the payment due to the [Company] provided that the deduction is agreed in advance.

R.010

Where the [Agent] and/or [Distributor] incurs any bank charges and costs relating to the conversion of any currency and/or sums due to [Name] under this Agreement. There shall be no right to deduct and/or set off any such sums to those payments due to [Name] under this Agreement.

RECORDINGS**General Business and Commercial****R.011**

'The Recordings' shall mean any visual and/or sound recordings of the [Event/Film/other] in any medium, including electronic or chemical forms of reproduction, whether in existence now or created in the future.

R.012

The [Company] confirms that it shall provide to the [Distributor] such sound recordings of the [Musical Work] as may be available at the [Company's] sole discretion and cost for the purpose of production, reproduction, supply and distribution of the [Video/DVD/Disc].

R.013

'The Sound Recordings' shall be all sound recordings of the performances of the [Artiste] for and on behalf of the [Record Company] made during the Term of this Agreement regardless of the medium in which the sound recording is made or the method by which the sounds are produced or reproduced.

R.014

'The Records' shall be the reproduction of the Sound Recordings in whole or part in any material form, whether manufactured by any method for release to the general public or supplied or licensed to any third party with or without visual images.

R.015

'The Recordings' shall mean all sound recordings made of the [Interviewee] for the purpose of the Article, regardless of the medium on which the sound recording is made or the method by which the sounds are produced or reproduced.

R.016

'Recording' in relation to a [Performer's] rights in a performance shall mean a film and/or sound recording made:

- 1.1 Directly from the live performance; or
- 1.2 From a broadcast of a cable programme including the performance; or
- 1.3 Directly or indirectly from another recording of the performance.

[as defined in the Copyright, Designs and Patents Act 1988 as amended].

R.017

'The Recordings' shall mean:

- 1.1 The right to make a recording of the whole and/or part of the [Event] in any medium from which a moving image may by any means be produced and/or reproduced by any method whether in existence now or created in the future.
- 1.2 The right to make a sound recording of the whole and/or part of the [Event] in any medium and the production and/or reproduction by any method of the sounds whether in existence now or created in the future.
- 1.3 The right to make the [Film] and/or soundtrack of the [Event].

R.018

'The Recording Rights' shall mean the right to exercise and make the Recordings of the [Event] and/or parts and to reproduce, supply, and distribute all material arising from the Recordings and to authorise others to do so.

R.019

The [Sponsor] acknowledges that the [Association] has no editorial control in respect of the times, dates, duration and content of the broadcast, transmission or supply of the [Recordings/Film] by the [Television Company]. Nor will the [Sponsor] seek to receive any compensation, refund, damages or other sum from the alteration, disruption or delay or failure to [use/broadcast/transmit] the [Recordings/Film].

R.020

- 1.1 The [Association] agrees that in the event that the [Production Company] does not produce or deliver the [Recordings] of the [Event] for any reason [number per cent/amount] of the Sponsorship Fee shall be repaid to the [Sponsor] by the [Association].
- 1.2 The [Association] agrees that in the event that the [Television Company] does not broadcast, transmit or supply the [Recordings] for any reason, then the [amount] of the Sponsorship Fee will immediately become repayable to the [Sponsor] by the [Association].
- 1.3 The [Sponsor] agrees that no sums shall be repaid provided that the [Television Company] had broadcast or transmitted not less than [number minutes] before [date].
- 1.4 The [Association] agrees that the [Sponsor] shall not be liable for any costs, expenses or otherwise in respect of the arrangements for and/or making of the [Recordings] or the Recording Rights except [-].

R.021

Subject to prior consultation the [Presenter] agrees that the [Company] shall have the right to use his/her name, biography, image and recordings in any commercial exploitation of the [Series] under this Agreement.

R.022

'The Series' shall be the series of films and any associated sound recordings or recordings based on the Treatment and the Scripts with the provisional title [-] number of episodes [-] each of duration [-].

R.023

'The Exclusive Recording Rights' in relation to [Event/Festival/Performance/Artists] shall mean:

- 1.1 The sole and exclusive right in respect of [Artists] to make film and/or sound recordings directly from the live performances and/or
- 1.2 The sole and exclusive right in respect of [Artists] to make film and/or sound recordings directly made from any broadcast of a cable programme including the performances and/or
- 1.3 The sole and exclusive right in respect of [Artists] to make film or sound recordings directly or indirectly from any other recordings of the performances.
- 1.4 The sole and exclusive right to make any recording of the whole and/or part of the [Event] in any medium from which a moving image may by any means be produced and/or reproduced by any method whether in existence now or created in the future.
- 1.5 The sole and exclusive right to make any sound recording of the whole and/or part of the [Event] in any medium and the production and/or reproduction by any method of the sounds whether in existence now or created in the future.
- 1.6 The sole and exclusive right to make any [Film] and/or soundtrack of the [Event].
- 1.7 The sole and exclusive right to reproduce, supply, and/or distribute any material and/or rights arising from 1.1 to 1.6 and the right to authorise, licence, assign and/or transfer such rights to any third party.

R.024

- 1.1 The [Advertiser/Sponsor] has contributed to the funding of the [Event/Film/Programme] and shall be entitled to an equal share with the [Company] of all sums received from the exploitation of the [Recordings] and/or any parts made by the [Company].

- 1.2 The [Recordings] shall mean any visual and/or sound recordings of the [Event/Film/Programme] in any medium, including electronic or chemical forms of reproduction, whether in existence now or created in the future. This shall include but not be limited to television, film, computer downloads, mobile downloads, DVDs, audiocassettes.
- 1.3 The [Advertiser/Sponsor] agrees that it shall not be entitled to any sums received by the [Company] at the [Event/Film/Programme] from ticket sales, merchandising, refreshments, brochures and/or other printed material.

R.025

The [Advertiser/Sponsor] agrees that it has not and will not:

- 1.1 Acquire any exclusive and/or non-exclusive rights to any recordings, film, and/or sound recordings in relation to the [Event/Programme].
- 1.2 Make any recordings, film and/or sound recordings either directly from the live performances and/or any broadcast and/or transmission of a cable, satellite, terrestrial, mobile, computer and/or other gadget programme including the performances.
- 1.3 Make any recordings, film and/or sound recordings directly or indirectly from any other recordings, film and/or sound recordings of the performances and/or of the whole and/or part of the [Event/Programme] in any medium from which a moving image and/or sound and/or music may by any means be produced and/or reproduced by any method whether in existence now or created in the future.
- 1.4 Represent that it has the right to authorise any third party to do 1.1, 1.2 or 1.3. Nor shall the [Advertiser] purport to licence, assign and/or transfer such rights to any third party.
- 1.5 Have any editorial control and/or rights of consultation in respect of the times, dates, duration and content of the broadcast, transmission or supply of the recordings, film and/or sound recordings by the [Institute].
- 1.6 Have any right to seek to claim any compensation, refund, damages or other sums if there is any alteration, disruption, delay, failure to use, broadcast, and/or transmit any of the recordings, film and/or sound recordings at any time and/or the [Event/Programme] is cancelled for any reason.

R.026

The [Advertiser/Sponsor] and the [Institute] agree that the [Advertiser/Sponsor] and the [Institute] shall hold the joint copyright, and joint intellectual property rights and interest in the [Event/Programme]:

- 1.1 The title of the [Event/Programme]. A copy of which is attached in Appendix 1 and forms part of this Agreement.
- 1.2 The trademarks, logos and images of the [Event/Programme]. A copy of which are attached in Appendix 2 and forms part of this Agreement.
- 1.3 That the agreement of both parties shall be required to exercise, grant and/or authorise the sole and exclusive right to make, reproduce, supply, distribute and/or exploit any recordings, film, and/or sound recordings either directly from the live performances and/or any broadcast and/or transmission of a cable, satellite, terrestrial, mobile, computer and/or other gadget including the performances and/or of the whole and/or part of the [Event/Programme] in any medium from which a moving image and/or sound and/or music may by any means be produced and/or reproduced by any method whether in existence now or created in the future.
- 1.4 That the agreement of both parties shall be required to exercise, grant and/or authorise any third party and/or to licence, assign and/or transfer any rights to any third party.
- 1.5 That the agreement of both parties shall be required to apply for, register, and/or defend and/or to issue legal proceedings in respect of the joint copyright, and joint intellectual property rights and interest in the [Event/Programme] held by [Advertiser/Sponsor] and the [Institute].
- 1.6 That both parties shall have the equal right of editorial control and must both agree before any decisions are made in respect of the content, time, date, duration, alteration, disruption, delay, failure to use, broadcast, and/or transmit, translation, cancellation, licensing and/or exploitation in any medium and/or format.

R.027

The [Licensor] agrees and undertakes not to authorise, license and/or permit the reproduction and/or exploitation of the rights in the [Recordings] and/or any material to any other third party from [date] to [date].

R.028

The [Archive] agrees and undertakes that:

- 1.1 It shall keep the physical material of the [Recordings] at [location].
- 1.2 It has only been granted the right to permit access by the public for private viewing for research purposes only to a copy of the [Recordings] and not for any commercial exploitation and/or reproduction in any form.

- 1.3 That all copyright and any other rights in the [Recordings] are owned by [Name]. That the [Archive] will acknowledge and credit [Name] as the copyright owner on any database and in any other reference to the [Recordings] in any electronic, printed and/or marketing material.
- 1.4 That the [Archive] has no right to register any copyright ownership with any collecting and/or other society and/or to receive any fees and/or other sums from such exploitation.
- 1.5 That the [Archive] has no right to license, and/or authorise the reproduction of the [Recordings] and/or any adaptation by any third party at any time.

R.029

The [Recordings] by the [Group] shall be jointly owned by all the following members [specify]. All sums received from the exploitation of the [Recordings] in all media in any format and/or medium shall be shared equally between the parties regardless of the actual contribution that each member made to the [Recordings] whether lyrics, music, singing, computer generated material and/or otherwise. Each member agrees that all parties should be registered as joint copyright owners with all collecting societies for all parts of the [Recordings] throughout the world and that all sums received should be split equally between the parties.

R.030

- 1.1 The [Company] acknowledges and agrees that [Name] shall be entitled to retain and shall own the copyright and all intellectual property rights and interest in any film, recording and/or other image of the [Event] in which [Name] performs which he/she may wish to make with any third party.
- 1.2 That the [Company] shall not be entitled to film, record and/or make any sound recording of the [Event] and/or authorise and/or sub-license any third party to do so while [Name] is performing and/or appears in the [Event].

R.031

- 1.1 [Name] agrees that he/she shall not make any arrangement and/or conclude an agreement with any third party to record, film and/or otherwise exploit the performance of [Name] at the [Event].
- 1.2 [Name] agrees that the [Company] shall hold and does control all forms of commercial and non-commercial exploitation including radio, television, sponsorship and merchandising and supply of services and extracts and that [Name] may not licence such rights at any time.

- 1.3 That the [Company] agrees it shall conclude an agreement for the reproduction of any music, lyrics and sound recordings and/or transmission in conjunction with any film with [Name] directly and/or any collecting society who may hold the rights.

REJECTION**DVD, Video and Discs****R.032**

The hiring of a [DVD/Video/Disc] may not be cancelled except by notice to the [Company] not less than [five days] prior to the commencement of the hire (excluding Saturdays, Sundays and Bank Holidays). Cancellation includes any alteration to the contents of the hire and/or change in the location to which material supplied on hire is delivered and/or any substitute order in lieu of any previous order.

R.033

In the event that the [DVD/Video/Disc] is not of suitable [broadcast/technical quality] the [Company] shall be responsible for providing an acceptable replacement at its sole cost within [7 days] of receipt of notice of rejection by any of the following methods [email/customer care line/in writing]. If there is no acceptable replacement provided then all sums shall be repaid by the [Company].

R.034

All [DVDs/Discs] of the [Film] supplied by the [Distributor] to the [Company] shall be in first class condition and shall be to such technical standards and quality as customarily required for the general public in [country] and packaged in sealed wrappers. If any [DVD/Disc] of the [Film] is returned by anyone on the grounds of unsatisfactory technical quality and/or any other reason then the [Distributor] shall at its sole cost provide an acceptable replacement.

R.035

The [Company] shall have the right to reject the [Material] of the [Film] supplied by the [Distributor] for the [DVD/Disc] on the grounds that:

- 1.1 The [Material] is of poor quality and is not suitable for the reproduction of [DVDs/Discs] for sale to the public and/or

- 1.2 That the [Material] is the wrong duration and/or
- 1.3 That the sound track is of poor quality and/or
- 1.4 That the [Material] is for the wrong film and/or sound recording.
- 1.5 That the [Film] is not in the [specify] language.
- 1.6 The [Material] is not fit for its intended purpose.

In the event of any rejection of the [Film] and/or Material by the [Company] and the [Licensor] is unable to supply an acceptable replacement within [one month]. Then the [Company] shall be entitled to terminate this Agreement and the [Licensor] shall immediately repay to the [Company] any sums received by them under this Agreement in respect of the [Film] and/or [Material].

R.036

The [Licensee] shall have the right to reject the master material of the [Sound Recordings] supplied by the [Licensor] on the grounds that the technical quality is of a low standard and is not suitable for reproduction without additional cost and expense being incurred. In the event of that the [Licensee] rejects the master material and the [Licensor] is either unable to supply acceptable material and/or refuses to meet the cost and expense of the additional work required. Then the [Licensee] shall be entitled to terminate this Agreement and the [Licensor] shall immediately repay to the [Licensee] all sums received under this Agreement.

R.037

The [Sub-Licensee] agrees and accepts that the reproduction of the master material to be supplied to the [Sub-Licensee] by the [Licensee] is not of first rate quality and contains defects, flaws and other errors which need to be remedied. The [Sub-Licensee] agrees to pay the cost of any additional work that may be required to bring the copy up to suitable standard for reproduction in order to exercise of the rights granted under this Agreement.

R.038

Where material is rejected for any reason by the [Company] and the rejection is accepted by the [Distributor]. Then the [Distributor] shall not be entitled to substitute an alternative [Work/Film] and/or offer a voucher and/or credit note. The [Company] shall be entitled to a full refund of the payment made to the [Distributor]

Film and Television**R.039**

All prints of the [Film] supplied by the [Company] to the [Television Company] shall be in first class condition and shall be to such technical standards as customarily required for programme material under the [Ofcom Technical Performance Code/other]. If any print of the [Film] is rejected on the grounds of unsatisfactory technical quality then the [Company] shall use its best endeavours to provide an acceptable replacement print as required at the sole cost of the [Company].

R.040

The [Company] shall retain the right to terminate this Agreement in the event that the [Film] is not produced in accordance with the agreed proposal and/or the [Company] does not approve the rough cut of the [Film] and/or the [Film] does not conform to the [Company's] normal technical standards or the delivery of the [Film] is not made on or by [date]. In the event of such termination the [Company] shall be under no further liability or obligation to the [Licensor] and shall not be liable to pay the [Licensor] any further sums hereunder. The [Company] shall not exercise this right of termination unreasonably or without obvious course.

R.041

The [Company] shall have the right to reject the [Film Material] supplied hereunder on the grounds of quality and/or fitness of purpose which shall not be exercised without reasonable cause. In the event of the rejection of the [Film Material] by the [Company] and in the event that the [Licensor] is unable to supply acceptable material. The [Company] shall be entitled to terminate this Agreement and the [Licensor] shall immediately repay to the [Company] any sums received by them in respect of the Licence Fee.

R.042

The [Company] shall have the right to reject any of the [Films] if the content of such [Films] is in the opinion of either the [Company] and/or [Ofcom/other] or such other regulatory body within the [United Kingdom/country] unsuitable for its film purposes. This right of rejection shall not be exercised unreasonably or without obvious cause. In the event of such rejection the [Company] may elect to accept substitute films in place of each [Film] rejected. Such substitution to be mutually agreed in good faith between the [Licensor] and the [Company]. Failing such substitution the total Licence Fee payable hereunder shall be reduced by an amount representing the Licence Fee due in respect of each [Film] so rejected.

R.043

The [Licensor] reserves the right at any time to change the titles of any episode of the [Series]. The [Licensor] also reserves the right to withdraw any episode because of litigation or threatened litigation. In the event an episode is withdrawn the [Company] shall receive a proportionate credit of the Licence Fee for the withdrawn episodes.

R.044

In pursuance of the [Author's] right of approval under Clause [-] the [Author] agrees to either accept or provide written reasons for the rejection of the Treatment and/or Scripts in each case for the [Film] within [28 days] of delivery and undertakes that such approval shall not be unreasonably withheld or delayed.

R.045

The [Licensee] agrees to either accept or provide written reasons for its rejection of the [Film Package] within [21 days] of delivery.

R.046

In the event that the [Film] is not of suitable technical quality and the [Licensor] cannot deliver an acceptable replacement within [30 days], then the [Licensee] shall be entitled to terminate this Agreement and the [Licensor] shall repay all sums paid to it within [28 days].

R.047

The [Company] agrees to either accept or provide written reasons for their rejection of the [scripts/storyboard/Advertisement Material] within [7 working days] of delivery in each case. The [Company] agrees that any rejection shall be on reasonable grounds and in good faith.

R.048

The [Production Company] agrees that it shall use its reasonable endeavours to comply with the following conditions:

- 1.1 That [Name] shall be provided with a reasonable opportunity to review and comment on the draft and final script, the key personnel and the production schedule and locations together with any major or significant changes that may occur.
- 1.2 That [Name] shall have the right to approve the final script prior to production of the [Film] and shall be consulted on all changes except minor editing.
- 1.3 That the [Name] shall be provided with and approve a sample of each and every type of proposed form of exploitation in each form of the media.

- 1.4 That the [Name] shall be entitled to revoke the moral rights waiver under Clause [-] by notice in writing if these conditions are not fulfilled at any time.

R.049

[Name] shall have the right to reject any material under this Agreement on the grounds that:

- 1.1 It is not of a high professional standard and workmanship.
- 1.2 It has not been produced using the key personnel and/or artists set out in Clause [-].
- 1.3 The music and/or soundtrack is inaccurate, substandard and/or does not correlate to the [Film].
- 1.4 The [Film] is too [long/short].
- 1.5 The [dialogue/storyline/computer graphics/costumes] are poor quality and/or do not represent the features agreed in the [Treatment/Script].
- 1.6 The material has been delivered too late and not in accordance with the stipulated date schedules.
- 1.7 The material is offensive, obscene, or generally not suitable for the age category or market for which it was intended.
- 1.8 Not all the material has been properly cleared for use by [Name].
- 1.9 A third party has served legal proceedings or a Court Order on [Name] concerning the material and/or the [Film].

R.050

The [Company] agrees that it has viewed the [Film] and shall not reject the [Film] on the grounds of content. The [Company] shall only be entitled to terminate this Agreement on the grounds that the [Licensor] has failed to delivery of an acceptable a copy of the master in [format] suitable for reproduction and broadcast and/or transmission.

General Business and Commercial**R.051**

The [Work] shall not be rejected by the [Company] except in good faith and on reasonable grounds. In any event the [Work] shall not be rejected solely on the grounds of change in company policy or any change or economic circumstances affecting the [Company].