



## TERMS AND CONDITIONS

### 1. TERMS AND CONDITIONS

The attached Quotation (as defined below) and these terms and conditions create a binding contract between the client named in the Quotation ("Client") and Residence Pictures Ltd (RPL). These terms will apply to any trading arrangement between Client and RPL and shall not be varied unless agreed in writing and signed by RPL and Client.

### 2. DEFINITIONS

2.1. In these terms and conditions, the following terms will have the following meanings:

**"Booking"** means the supply of the Services during the period of booking in accordance with the terms of the Contract.

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Change Order"** means a document evidencing agreed changes to the Services and the Contract as referred to in clause 4.7.

**"Client"** means the person, firm, company or other entity who has instructed RPL to carry out the Services and shall where relevant be deemed to include sub-contractors and/or agents, engaged in any way in the Contract.

**"Conditions"** means these terms and conditions as amended from time to time in accordance with clause 18.4.

**"Confidential Information"** means such information of/about a party (or its affiliates) made available to the other in the course of Company's performance of the Services or otherwise relating to the Contract (whether in writing, or in oral, graphic, electronic or any other form) including any information or materials concerning the business or financial affairs of a party or services provided by them, including computer programs, software, processes, know how, designs, drawings and data incorporated in or inherent in the Works, financial data, pricing, negotiations and contracts, and security protocols, tools and practices.

**"Contract"** means the Quotation, any Specification and these Conditions.

**"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures"** mean as defined in the Data Protection Legislation.

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**"Domestic Law"** means the law of the United Kingdom or a part of the United Kingdom.

**"Fees"** means the charges payable by the Client for the supply of the Services in accordance with clause 7.

**"IP Rights"** means all present and future rights in intellectual property (whether registered or unregistered) including (without limitation) patents, copyright (including rights in computer software), design rights, moral rights, trademarks, service marks, trade secrets, trade business or domain names, formulae and processes, know-how, database rights, rights in trade dress or getup, rights in goodwill or to sue for passing off, unfair competition rights, topography rights, rights in confidential information (including trade secrets) and other proprietary knowledge and information, together with all applications, renewals and extensions for the same, anywhere in the world.

**"Materials"** means all artworks, information, sound or video tapes, film negative prints or visual images or sound held in any media, articles, photographs, instructions, creative guidance,

approvals, demos, samples and other materials which RPL requires for the Works and all related clearances.

“**Order**” means the Client's order for Services as set out in the Client's purchase order or the Client's written acceptance of the Quotation.

“**Premises**” means those parts of RPL premises made available to the Client pursuant to the Contract.

“**Quotation**” means the bid or proposal for Services presented by RPL to Client in respect of Services, in writing.

“**RPL IP**” means all rights in and to: (a) Company's (or its affiliates') underlying mechanical or electronic devices, source or object code or application software, look-up tables, project files, image device transfers, engines, subroutines, data, files, development tools and utilities, processes, know how, research and development, technologies and generic or stock elements (including generic library models and generic background assets that are not recognisable or otherwise identifiable as assets created in connection with the Works) not provided by the Client, including all IP Rights in the foregoing, which were used to create the Works or developed in furtherance of providing the Services in connection with this Agreement; (b) any other materials, in whatever form (including documents, information, data and software), which were in existence prior to the parties entering into this Agreement or developed independently of this Agreement; and (c) any subsequent modification thereto or enhancement thereof.

“**Services**” means the services to be provided by RPL for Client pursuant to the Contract including Works arising out of the Services, in accordance with any Order accepted by Company, which shall include, without limitation the supply of the Works and/or Facilities as applicable including Dailies, Finishing Services, and VFX Services.

“**Specification**” means the specifications which the parties agree in writing in the Quotation or subsequently by way of Change Order, apply to Services, including any technical specification for delivery.

“**Taxes**” means any withholding, sales, use, property, value added, customs, duties, tariffs, imposts, manufacturing, processing, stamp, exhibition and any other duty or taxes of a similar nature imposed by any governmental authority applicable for the Services and Works or otherwise required by law to be deducted from any payment by the Client to Company.

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“**Works**” means the final products and materials specifically ordered by Client and created, developed and produced by RPL for Client pursuant to this Agreement (excluding any RPL IP).

- 2.2. Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
  - 2.2.1. is a reference to it as amended, extended or re-enacted from time to time; and
  - 2.2.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.3. Any words following the terms **including**, **include** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.4. A reference to **writing** or **written** includes email but not fax.

### 3. BASIS OF CONTRACT

- 3.1. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 3.2. The Order shall only be deemed to be accepted when RPL issues an Order confirmation at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.4. Any Quotation shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

#### **4. SERVICES**

4.1. RPL will provide Client with the Works described in the Proposal and provide goods and services in relation thereto with reasonable skill and care.

4.2. Dailies. Where Services provided include dailies, best practices require that Client adhere to an “on-set” back-up solution, whereby original camera and sound Materials are safely copied to an “on-set back-up” before leaving the production location. RPL will have no responsibility for any lack of data redundancy resulting from Client’s failure to take such measures, or recovery of any data degraded or corrupt upon delivery to RPL and any loss, injury, or damage which may be incurred as a result of the degradation or corruption of Materials.

4.3. Finishing Services. Where Services include post production finishing, best practices require that Client utilise and maintain, while such Services are being performed, a full data back-up. RPL will have no responsibility for the Client’s failure to make such back-up or for any defect in any back-up solution which is not provided by RPL itself and RPL will have no responsibility for any lack of data redundancy.

4.4. VFX Services. Where Services include visual effects services (“VFX”): (a) any change to the mutually agreed turnover schedule must be given to RPL with a reasonable prior notice and may require a Change Order if any Modification ensues, whether as a result of a change in work shifts or resource allocation or hold); (b) RPL shall be entitled to rely on approvals given by Client’s representative, which shall be final. Any subsequent request for change or rejection may be considered at cost to Client and require a Change Order; and (c) unless otherwise agreed in writing, fees payable for VFX will be 50% upon award and 50% upon final delivery.

4.5. RPL shall use its best endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.6. RPL reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and RPL shall notify the Client in any such event.

4.7. If the Client requests any change to the Services or changes in the schedule for the Services. No change shall come into effect until a Change Order has been signed by both parties. A Change Order shall set out the proposed changes to the Services and the effect that those changes will have on:

4.7.1. the Services;

4.7.2. the Fees;

4.7.3. the timetable for the Services; and

4.7.4. any of the terms of the Contract.

#### **5. USE OF RPL’S PREMISES**

5.1. If agreed in the Contract RPL shall make available any part of its Premises together with equipment and the personnel required to operate that equipment to the Client in connection with the Services at the times agreed in the Contract.

5.2. The Client shall be responsible for ensuring that the facilities made available are suitable for the Client’s requirements and compatible with any Client equipment to be used at the Premises.

5.3. The Client hereby undertakes to RPL to ensure that all of its personnel (including its employees, consultants, freelancers and agents) who at any time have access to the Premises will at all times:

- 5.3.1. observe all rules, policies and regulations in force at the Premises, including all health and safety regulations and any rules governing the use of equipment and/or other facilities at the Premises; and
  - 5.3.2. keep confidential and not divulge or communicate or make any use of any Confidential Information which the applicable person will become aware of as a result of being present at the Premises.
- 5.4. If the Premises are not available on the date agreed RPL shall, at its option, propose an alternative date for use of the Premises, provide alternative premises or give credit for any Fee paid in advance for use of the Premises.

## 6. CLIENT OBLIGATIONS

- 6.1. The Client shall:
- 6.1.1. ensure that the terms set out in the Quotation and any information it provides in the Specification are complete and accurate;
  - 6.1.2. co-operate with RPL in all matters relating to the Services;
  - 6.1.3. provide RPL with such information and Materials as RPL may reasonably require in order to supply the Services by the date agreed for the provisions of the same. Time shall be of the essence;
  - 6.1.4. ensure that all information and Materials are complete and accurate in all material respects;
  - 6.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - 6.1.6. comply with any additional obligations as set out in the Contract.
- 6.2. Instructions or advice given to or received orally by RPL shall be followed up by a written confirmation (by e-mail or letter) from the Client or by RPL to the Client.
- 6.3. The Client will be solely responsible for ensuring that all information, advice and recommendations given to RPL either directly or indirectly by the Client or by the Client's employees, consultants, freelancers or agents in connection with the Services is complete, accurate, correct and suitable.
- 6.4. If RPL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- 6.4.1. without limiting or affecting any other right or remedy available to it, RPL shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays RPL's performance of any of its obligations;
  - 6.4.2. RPL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from RPL's failure or delay to perform any of its obligations as set out in this clause 6.4; and
  - 6.4.3. the Client shall reimburse RPL on written demand for any costs or losses sustained or incurred by RPL arising directly or indirectly from the Client Default.

## 7. CLIENT MATERIALS

- 7.1. RPL will be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether they are in the possession of RPL or otherwise) and it is Client's

- 7.2. responsibility to ensure that it has appropriate back-up copies of any Materials supplied to RPL.
- 7.3. Where Client Materials are supplied or specific instructions are given by Client, RPL accepts no liability for any reduction in the quality of the Services caused by defects or errors in or the unsuitability of such Client Materials or by Company's use of Client Materials or adherence to any of Client's specific instructions.
- 7.4. Client will provide details to RPL for the return of the Client Materials and Works within 30 days after the Services are completed or the Contract is terminated (whichever occurs first). On expiration of such period and unless a storage charge is expressly identified as part of the Fees (in which case Client agrees to pay RPL the identified storage charges), RPL may archive such materials and charge Client its standard storage charges for doing so. Without limiting the foregoing, within 30 days after written notice from RPL (given to Client at the last known Client address in Company's records), Client agrees to remove, at Client's sole expense, all Client Materials and Works in storage. If Client fails to remove the Client Materials and works after such notice, RPL may dispose of the materials without liability to Client or any other person.
- 7.5. The Client shall deliver Client Materials to RPL at the Client's own risk. Client is advised to maintain insurance of Client Materials at all times.
- 7.6. If the Client Materials do not meet any minimum technical standards notified to the Client by RPL then RPL reserves the right to terminate the Contract with immediate effect.
- 8. FEES AND PAYMENT**
- 8.1. Client shall pay RPL the Fee:
- 8.1.1. within 30 days of the date of its invoice or in accordance with any credit terms agreed by RPL and confirmed in the Quotation; and
- 8.1.2. in full and in cleared funds to a bank account nominated in writing by RPL, and time for payment shall be of the essence of the Contract.
- 8.2. RPL may charge additional Fees in accordance with its then prevailing rates in the event of:
- 8.2.1. Delays or additional Works caused by Client, including its failure to supply Materials which Client had committed in writing to supply; and
- 8.2.2. Changes to the cost of labour, materials, services and other circumstances outside of its reasonable control, provided that such changes are communicated in writing to Client prior to incurring such costs.
- 8.3. Unless otherwise agreed in the Quotation RPL shall invoice the Client monthly in arrears.
- 8.4. All amounts payable by the Client under the Contract are exclusive of:
- 8.4.1. amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by RPL to the Client, the Client shall, on receipt of a valid VAT invoice from RPL, pay to RPL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services;
- 8.4.2. the cost of delivery of the Works. RPL shall use reasonable endeavours to notify the amount of delivery costs to the Client in advance.
- 8.5. If the Client fails to make a payment due to RPL under the Contract by the due date, then, without limiting RPL's remedies under clause 15, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.6. Any queries in relation to any invoice raised by RPL shall be notified to RPL within 5 Business Days of the date of the relevant invoice.
- 8.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Taxes as required by law).

- 8.8. RPL shall have a general and particular lien on the Materials and Works in its possession as security for payment of all Fees due to RPL by the Client. The Fees shall continue to accrue on any Materials and Works detained under lien. If an invoice for the Fees is not paid in full on its due date for payment, the Provider may, without prejudice to its other rights and remedies, give notice in writing to the Client of its intention to sell or otherwise dispose of some or all of the Materials and Works in its possession if the amount outstanding is not paid in full within 14 days of such notice. If the amount due is not paid by the expiry of such period, the Provider may sell or otherwise dispose of some or all of the Materials and Works in its possession, as agent of the Client and at the Client's expense and risk, and shall remit the proceeds of sale or disposal of such Materials and Works to the Client after deduction of all amounts due to the Provider and the expenses incurred by the Provider for the sale or disposal of the Materials and Works. The Provider shall not be liable for the price obtained for the sale or disposal of the Materials and Works.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1. All Works and IP Rights in the Works supplied to the Client, with the sole exception of any third-party IP Rights incorporated into the Works being reserved by such third party, are the property of RPL. Subject to payment of all Fees in full, RPL hereby transfers and assigns the Works and the IP Rights to the Client.
- 9.2. Until Client pays the Fees in full, Client shall not modify or adapt the Works without the prior written consent of RPL or as otherwise permitted by law.
- 9.3. The Client grants RPL a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Materials provided by the Client to RPL for the purpose of providing the Services to the Client.
- 9.4. If the Services include making available, distributing or disseminating any Works (containing Materials) to any third parties, RPL shall be entitled to do so in such manner and on such terms as RPL shall reasonably determine.
- 10. DATA PROTECTION**
- 10.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation.
- 10.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and RPL is the Processor.
- 10.3. Without prejudice to the generality of **Error! Bookmark not defined.**10.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to RPL for the duration and purposes of the Contract.
- 10.4. Without prejudice to the generality of **Error! Bookmark not defined.**10.1, RPL shall, in relation to any Personal Data processed in connection with the performance by RPL of its obligations under the Contract:
- 10.4.1. process that Personal Data only on the documented written instructions of the Client unless RPL is required by Domestic Law to otherwise process that Personal Data. Where RPL is relying on Domestic Law as the basis for processing Personal Data, RPL shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits RPL from so notifying the Client;
- 10.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to

the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting

- 10.4.3. Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - 10.4.4. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 10.4.5. not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
    - 10.4.5.1. the Client or RPL has provided appropriate safeguards in relation to the transfer;
    - 10.4.5.2. the data subject has enforceable rights and effective legal remedies;
    - 10.4.5.3. RPL complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - 10.4.5.4. RPL complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
  - 10.4.6. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 10.4.7. notify the Client without undue delay on becoming aware of a Personal Data Breach;
  - 10.4.8. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Domestic Law to store the Personal Data; and
  - 10.4.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 10.
- 10.5. The Client consents to RPL appointing third-party processors of Personal Data under the Contract. The Provider confirms that it has entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 10 and in either case which RPL undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and RPL, RPL shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.

## **11. CONFIDENTIALITY**

- 11.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination or expiry of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's Confidential Information:
  - 11.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.1; and

- 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 12. WARRANTIES**
- 12.1. The Client is responsible for making its own evaluation of the Works and Works provided by RPL and RPL makes no warranty as to the legality, completeness or utility of the same except that RPL has used reasonable skill and care in their preparation.
- 12.2. RPL gives no warranty in relation to any third-party material.
- 12.3. Client warrants that the Materials do not infringe any third-party rights and are free of racist, defamatory, obscene and other legally restricted material and shall not cause any legal liability to RPL through their inclusion in the Works.
- 12.4. RPL warrants that it will use reasonable efforts to ensure that the Works do not infringe the copyright of any third party.
- 12.5. Each party undertake to indemnify and hold harmless the other party in full and defend at its own expense the other party against all costs, damages and losses actually incurred by it arising out of the use by the indemnifying party of the Materials or any other breach of this Agreement by the indemnifying party.
- 13. DELIVERY**
- 13.1. Where the Works are to be delivered electronically, Client acknowledges and agrees that:
- 13.1.1. electronic delivery is not a completely secure medium of communication and that an unauthorised third party may intercept, tamper with or delete the Works to be delivered electronically; and
- 13.1.2. electronic delivery may involve reliance upon third party providers and data carriers, over which RPL has no control.
- 13.2. RPL will not be responsible for and will have no liability to Client or any third party for:
- 13.2.1. any delay in delivery or any non-receipt of any Works delivered electronically;
- 13.2.2. any loss or damage (including loss of data) that results from any person gaining unauthorised access to any Works delivered electronically;
- 13.2.3. use or disclosure of any data obtained by any third party as a result of that third party gaining unauthorised access to any Works delivered electronically; and
- 13.2.4. any loss or damage resulting from any malfunction of or the introduction of any viruses, worms, logic bombs, time locks, time bombs, trojan horses and/or bugs to any equipment and/or software used to effect and/or receive any Works delivered electronically.
- 13.3. Client's sole remedy for any defects, including failure to meet Specifications, is the re-performance, correction or replacement by RPL of the affected part of the Service or Works, at its sole option. Notwithstanding the foregoing, if the default is demonstrated to be the result of:
- 13.3.1. acts or omissions of Client, including as a result of instructions from Client;
- 13.3.2. a force majeure event; or
- 13.3.3. delays and failures by third party providers,
- RPL will use commercially reasonable efforts to promptly notify and cooperate with Client to correct same at Client's cost.
- 14. LIABILITY**
- 14.1. References to liability in this clause 14 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.





## RESIDENCE

### PICTURES

- 14.2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 14.3. Nothing in this clause 14 shall limit the Client's payment obligations under the Contract.
- 14.4. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 14.4.1. death or personal injury caused by negligence;
  - 14.4.2. fraud or fraudulent misrepresentation; and
  - 14.4.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.5. Subject to clause 14.2 (No limitation in respect of deliberate default), and clause 14.4 (Liabilities which cannot legally be limited), RPL 's total liability to the Client for all loss or damage shall not exceed £1million.
- 14.6. Subject clause 14.2 (No limitation in respect of deliberate default), clause 0 (No limitation of customer's payment obligations) and clause 14.4 (Liabilities which cannot legally be limited), this clause 14.6 sets out the types of loss that are wholly excluded:
- 14.6.1. loss of profits.
  - 14.6.2. loss of sales or business.
  - 14.6.3. loss of agreements or contracts.
  - 14.6.4. loss of anticipated savings.
  - 14.6.5. loss of use or corruption of software, data or information.
  - 14.6.6. loss of or damage to goodwill; and
  - 14.6.7. indirect or consequential loss.
- 14.7. The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.8. This clause 14 shall survive termination of the Contract.

## 15. TERMINATION

- 15.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - 15.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 15.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- 15.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.2. Without affecting any other right or remedy available to it, RPL may terminate the Contract with immediate effect by giving written notice to the Client:
- 15.2.1. if the Client fails to pay any amount due under the Contract on the due date for payment; or
- 15.2.2. in the circumstances set out in clause 7.6.
- 15.3. Without affecting any other right or remedy available to it, RPL may suspend the supply of Services under the Contract or any other contract between the Client and RPL if:
- 15.3.1. the Client fails to pay any amount due under the Contract on the due date for payment;
- 15.3.2. the Client becomes subject to any of the events listed in clause 15.1.3 or clause 15.1.4, or RPL reasonably believes that the Client is about to become subject to any of them; and
- 15.3.3. RPL reasonably believes that the Client is about to become subject to any of the events listed in clause 15.1.2.
- 16. CONSEQUENCES OF TERMINATION**
- 16.1. On termination or expiry of the Contract the Client shall immediately pay to RPL all of RPL 's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, RPL shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 16.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 17. PUBLICITY**
- 17.1. RPL may publicise, advertise and market the Works on its website(s), social media site(s), blog(s), in pitches to third parties, in connection with any appropriate industry awards or in any other manner as RPL may decide, without the prior written consent of Client at any time after the Works have been released or streamed (in whole or in part).
- 17.2. Client hereby grants to RPL a perpetual and royalty-free licence to use the Works throughout the world for the purposes of clause 17.1 and in order for RPL to promote its business by whatever means it sees fit.
- 17.3. Client shall (as stated in the Quotation or the Contract) use its best endeavours to credit RPL's work, in production, promotional materials and trade publication or coverage relating to Works.
- 18. GENERAL**
- 18.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 18.2. **Assignment and other dealings.**
- 18.2.1. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

- 18.2.2. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of RPL.
- 18.3. **Entire agreement.**
- 18.3.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.3.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.3.3. Nothing in this clause shall limit or exclude any liability for fraud.
- 18.4. **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18.5. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 18.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.7. **Notices.**
- 18.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or by pre-paid airmail letter at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation.
- 18.7.2. Any notice or communication shall be deemed to have been received:
- 18.7.2.1. if delivered by hand, at the time the notice is left at the proper address;
- 18.7.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- 18.7.2.3. if sent by pre-paid airmail letter, at 9.00am on the fifth Business Day after posting; or
- 18.7.2.4. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.7.2.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 18.7.3. This clause 18.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



## RESIDENCE

PICTURES

### 18.8. **Third party rights.**

18.8.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.8.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

18.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.