



- 62 It is your duty to take reasonable care while at work for the health & safety of the Personnel and that of other persons who may be affected by their acts or omissions at work, and the Provider shall procure that the Personnel shall co-operate as far as is necessary to ensure that CPL is able to comply with its obligations in relation to health & safety at work.
- 63 You agree to observe all our rules and regulations and those in force at any place at which you may be required to provide the Goods/Services including without limitation those regulations in respect of Health and Safety.

7. Health and Safety and Acknowledgement of Risk

The following are material obligations of this Contract:

- 71 Health and safety. You shall comply with our health and safety rules, guidance and protocols and health and safety policies and procedures and any specific production protocols (including, without limitation, any protocols issued in relation to communicable disease), as such rules, guidance and protocols are updated and notified to you by us from time to time.
- 72 Acknowledgement of Risk. You acknowledge that there is an element of risk of exposure to COVID-19/communicable disease associated with any form of participation in an activity involving other individuals working at relatively close proximity. You acknowledge that there remains a possibility that you may come into direct or indirect contact with COVID-19/communicable disease and you freely and willingly agree to participate in the production in this knowledge.

8. Warranties, Assignments and Intellectual Property Rights

8.1 You warrant that:

- 8.1.1 you are entitled to enter into and are able to perform the obligations and make the grant of rights set out herein;
- 8.1.2 nothing in the provision of the Goods/Services or Products related thereto will, where applicable, be defamatory or infringe the copyright of any other person or body corporate or other right of any person or body corporate.
- 8.1.3 the Goods/Services and Products thereof will be original to you save insofar as they are supplied by CPL and will not, to the best of your knowledge and belief, infringe the rights of any third party;
- 8.1.4 you will promptly and faithfully comply with all rules and regulations for the time being in force at such places where you may be required to render the Services hereunder and observe all orders given by us or CPL's representatives from time to time.
- 8.1.5 you are and will remain during the subsistence of this agreement a citizen of (and ordinarily resident of the United Kingdom and are a "qualifying person" with the meaning of the Copyright Designs and Patents Act 1988 (as amended (the "Act"));
- 8.1.6 you will not make directly or indirectly any announcement for publication or to publicise or disseminate any information of any kind relating to your engagement and/or to the affairs of the Companies in general.

9. Filming Release

9.1 You hereby agree and shall procure that the Personnel so agree, that should you (which for the purposes of this paragraph shall mean "You" and the Personnel) appear in vision i.e. behind the scenes or in an actual programme, you give up all claims of ownership, income, editorial control and use of the resulting video/images/sound and assign all copyright ownership in such to the relevant Company and its Assigns. You hereby irrevocably and unconditionally grant to the Company the right (including without limitation any consents required under the Act) without further payment to photograph and record your physical likeness and voice and to use and authorise others to use in any and all media now known or hereafter devised throughout the world in perpetuity your name, voice, likeness, biography (which you will supply immediately upon request, failing which the Company shall be entitled to use its own biography) and photographs of you in connection with the publicity, advertising or exploitation of the production in respect of which you are providing the Goods/Services (and all allied and ancillary rights therein) and all Products based thereon including without limitation any "behind the scenes" and "making of" films, tapes and in any electronic press kit.

10. Confidentiality

10.1 You warrant, undertake and agree that you will not at any time without the express prior written approval of an authorised representative of the relevant Company:

- 10.1.1 Publish in any media of any kind (including without limitation any newspaper, magazine or on any internet website or similar electronic medium) whether now known or hereafter invented any article, information, data, recording, photograph, image or other material which comprises or contains any Confidential Information; or
- 10.1.2 give any radio, television or other media interview about or containing any Confidential Information; or
- 10.1.3 for any reason whatsoever use or disclose to any person or persons whatsoever any Confidential Information.

10.2 You further warrant, undertake and agree that you will procure that all Confidential Information imported to or received by you shall be held by you at all times in the strictest confidence and you will take all necessary steps to preserve such confidentiality and to prevent the publication or disclosure of any Confidential Information.

10.3 All notes, records, data and other formats of any Confidential Information concerning the business of the Companies, their associated companies, officers or shareholders which shall be acquired, received or made by you during the course of the Engagement shall be the property of the relevant Company and shall be surrendered by you to the Company upon termination hereof howsoever arising or on the request of the Company at any time.

10.4 "Confidential Information" shall mean:

10.4.1 any information, data, recordings, photographs, images or other material which you have or may in the course of the Engagement possess concerning the business, affairs, transactions, clients, customer lists, secrets, accounts, finances, investment, dealings or contractual or other arrangements of:-

- 10.4.1.1 The Companies; or
- 10.4.1.2 any associated company of the Companies; or
- 10.4.1.3 any officer or shareholder in the Companies or any associated company; or
- 10.4.1.4 a member of the family of any officer or such shareholder in or of any client of the Companies or any associated company; and
- 10.4.1.5 any information that may be valuable or of interest to the media.

"Companies"	Collectively CPL, CPL Good Vibrations, CPL RB CPL Tiny Beast and Nit
"CPL"	CPL Productions Limited of 8 Gate Street, London, WC2A 3HP, a Company registered in the UK under number 01410966
"CPL Good Vibrations"	CPL Good Vibrations Limited of 8 Gate Street, London, WC2A 3HP, a Company registered in the UK under number 09864600
"CPL RB"	CPL RB Limited of 8 Gate Street, London WC2A 3HP, a Company registered in the UK under number 13409546
"CPL Tiny Beast"	CPL Tiny Beast Limited of 8 Gate Street, London, WC2A 3HP, a Company registered in the UK under number 12449859
"Engagement"	Your provision of the Goods/Services in accordance with these Terms and Conditions and the Purchase Order.
"Fee"	The consideration paid in respect of the Goods/Services as set out in the Purchase Order.
"Goods/Services"	The goods and/or services (including provision of the Personnel) provided by you (i.e. including the services of the Personnel) to CPL in accordance with these Terms and Conditions and the Purchase Order.
"Nit"	Nit Television Limited of 8 Gate Street, London, WC2A 3HP, a Company registered in the UK under number 09545940.
"Personnel"	each individual whose Services are supplied by You.
"Purchase Order"	the purchase order to which these Terms and Conditions are attached.
"You"	The individual or company providing the Goods/Services

1. Introduction

1.1 These Terms and Conditions govern your provision of Goods/Services to the Companies; in agreeing to provide such Goods/Services you accept these Terms and Conditions in full. If you disagree with all or any part of these Terms and Conditions please advise your contact at the Company immediately.

1.2 In the event of any inconsistency between these Terms and Conditions and the Purchase Order, the Purchase Order shall prevail.

2. The Engagement

2.1 You shall provide the Goods/Services to a high professional standard, to the Companies' reasonable satisfaction and rendered in accordance with the exigencies of television production and you will follow all of the Companies' lawful and reasonable directions relating to the Goods/Services.

2.2 The base for provision of the Services will be as confirmed to you by the Companies via email but you may be relocated within this or other reasonable locations as deemed necessary by the Companies.

3. Payment

3.1 You shall submit your invoice to us on completion of the Engagement and the Company shall pay the Fee to the Provider in respect of provision of the Services within 30 days of receipt of valid invoice quoting the Purchase Order number subject to completion of the provision of the Goods/Services.

4. Intellectual Property, including Use of Artificial Intelligence

4.1 You warrant that you will procure from the Personnel, on behalf of the relevant Company, all consents required under the Copyright Designs and Patents Act 1988 or any modification or re-enactment thereof to enable the Company to make the fullest use of their services and the products thereof ("Products") in perpetuity. The Provider shall procure that each of the Personnel shall assign to the Provider with full title guarantee free from all third party rights all present and future copyright and property rights in and to their products and services throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity and the Provider shall by virtue of this Letter of Engagement (and where necessary by way of present assignment of future copyright) assign to the Company all rights procured from the Personnel further to this clause 5 with immediate effect.

4.2 You agree and undertake that you will at the Companies' sole cost execute such deeds or documents and do all such acts and things as may be necessary or desirable to substantiate the rights of the relevant Company in respect of the matters referred to in this clause.

4.3 You shall not use nor include any artificial intelligence or machine learning in the Goods and/or Services and/or Products provided to the Companies, or in connection with the Engagement and/or Companies' intellectual property, data or Confidential Information, without any prior written and express permission of the Producer (to which the Producer may attach any conditions at its sole discretion).

5. Eligibility to Provide the Goods/Services

5.1 You undertake that You are and You shall ensure and undertake that each of the Personnel is legally entitled to work in the UK during the period of provision of the Goods/Services to the Companies in accordance with Section 8 of the Immigration and Asylum Act 1996.

6. Health and Safety

6.1 The Companies operate the PACT Health & Safety Policy and its statutory obligations for the safety and well-being of all its employees and other persons where company business is carried out.

- 105 The restrictions set out herein as to Confidential Information do not apply to information which you receive from the Companies and which:
- 105.1 is public knowledge at the time of disclosure to you; or
- 105.2 subsequently becomes public knowledge other than by breach of these Terms and Conditions; or
- 105.3 is required to be disclosed by a court of competent jurisdiction or governmental or regulatory authority, provided that if such disclosure requirement arises you shall co-operate with the Companies regarding the timing and content of any such disclosure.
- 106 You agree, and shall procure that the Personnel shall agree not to divulge trade secrets or information relating to the Engagement to any third party (other than your professional advisers or the respective advisors of the Personnel);
- 107 Without prejudice to any other rights or remedies that the Companies may have, damages alone would not be an adequate remedy for any breach by you of the provisions of this paragraph 9 and, accordingly, the Companies shall be entitled without proof of special damage to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach by you of the provisions hereof.
- 11. Working Hours**
- 111 You are responsible for monitoring the working hours relating to the services of the Personnel in respect hereof and for ensuring compliance with and making all payments pursuant to the provisions of the Working Time Regulations 1998 (as amended from time to time) and you agree that CPL shall have no responsibility or liability to the You or to the Personnel in that regard. If, notwithstanding the foregoing and pursuant to any worker-related claim, the Companies are held or determined to be responsible for payment of the accrued untaken holiday of any Personnel, it is agreed that their entitlement to a payment in lieu of accrued untaken holiday shall be limited to £1.
- 12. Termination**
- 121 In the event of gross misconduct by You and/or any member of the Personnel we may either suspend or terminate this Engagement with immediate effect, without prejudice to any other claim or rights we may have against You or the relevant member of the Personnel and to our entitlement to the rights in the products of their services.
- 122 The Companies may (but are not obliged to) summarily terminate our agreement with you hereunder in writing without prejudice to any remedy which we may have against you for breach or non-performance of any of the provisions of our agreement in respect of the Engagement.
- 123 The Companies shall be entitled to terminate the Engagement at any time by written notice to you forthwith (and without a payment in lieu of notice) if you (or any member of the Personnel) are guilty of any fraud, dishonesty, act of bribery or acts in any manner which in the opinion of the Companies brings or is likely to bring you or the Companies into disrepute or is materially adverse to the interests of the Companies.
- 124 In the event of termination for whatever reason: (a) all provisions herein intended to endure beyond the duration of the Engagement shall remain in full force and effect including without limitation all rights granted to the Companies hereunder; (b) we shall pay the remuneration due to you up to the date of termination provided always that you have complied with all obligations specified herein; and (c) you shall forthwith return and cause to be returned to us all company property.
- 12. Return of Company Property**
- 121 Upon termination of the Engagement, howsoever arising, you are required to return immediately to the relevant Company in accordance with our instructions all Confidential Information including correspondence relating to the Companies' affairs, data, records, books of instructions and reference, notes, lists, computer discs and software, papers, reports and other documents (and all copies thereof). As well as other property belonging to the Companies or relating to its business affairs or dealings which are in your possession or under your control which the Companies shall have provided to you without keeping any copies and deliver all summaries, reports and analysis (and any copies) prepared by you or your advisers relating to such information and certify that all such information has been so delivered.
- 13. Force Majeure**
- 131 If an event of force majeure arises or any other event outside our control which renders the provision of the Goods/Services hereunder impossible or beyond our reasonable ability within the relevant budget(s) (if any) then our general obligations to pay and your general obligation to render the Goods/Services shall be suspended during such event provided that having discussed the situation either party may terminate the Engagement in writing after such period of suspension has continued continuously for four weeks or more. At that time no further sums shall be payable, save for all payments due to you calculated on a quantum meruit basis up to the date of commencement of suspension of your services.
- 132 An event of Force Majeure means any event beyond the control of either party whether or not existing, known or foreseeable as at the date of this Agreement or thereafter including but not limited to the COVID-19 outbreak or any other epidemic / pandemic or spread of infectious disease, fire, casualty, accident, act of God or the Queen's enemies, strike, lockout, labour conditions, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict (whether or not there has been an official declaration of war), transmission and/or satellite failure, failure of terrestrial facilities for the uplink service to such satellite, judicial order or enactment, or governmental advice or actions but excluding industrial action taken only against the Producer or its servants or agents or only in relation to the Programme;
- 14. Notices**
- 141 Any notice required to be given in respect of the Engagement shall be in writing and served upon the addressee at such address as it may notify to the other party for such purpose and if none, at the addressee's Registered Company address or home address, as relevant, by pre-paid first class mail or by personal delivery or by facsimile transmission. Service shall be deemed to have been given, if delivered by hand, at a time of delivery and if posted, 48 hours (excluding the hours of Saturdays, Sundays and Bank and Public holidays) after posting an inland letter and eight days (excluding Saturdays and Sundays) after posting an overseas letter, and, if sent by facsimile transmission on the addressee's business day next following the day of dispatch.
- 15. Indemnity and Liability**
- 151 You hereby undertake to indemnify the Companies and keep the Companies, at all times, indemnified from all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision, legal costs of a solicitor and own client basis), awards and damages how- ever arising, directly or indirectly as a result of any breach or non- performance by you or any of your representations, warranties, covenants, undertakings or obligations in respect of the Engagement.
- 152 There is no guarantee that the production in respect of which you are providing the Goods/Services or any part of it will necessarily proceed to completion or that you or any member of the Personnel are engaged for the duration of the production period. The Companies shall not be under any liability in respect of any claims for loss of publicity or opportunity to enhance your career or reputation.
- 153 The Companies shall not be liable for any loss or damage to your property whilst in transit to or whilst at places where you render the Services hereunder nor for any personal injury, ailment or any other mishap occurring to you in the course of your engagement hereunder except to the extent that the same was due to the negligence of the Companies and save as such exemption from liability may be unlawful by statute. This includes loss or damage to your property in transit or whilst at places where you provide the Goods/Services and any loss or damage arising out of or caused by the use of your own vehicle.
- 154 You will not pledge the Companies' credit or order goods or incur any liabilities on behalf of the Companies without specific written authority from the relevant Company(ies) to do so.
- 16. Breaches of these terms and conditions**
- Without prejudice to the Companies' other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, the Companies may take such action as it deems appropriate to deal with the breach, including bringing court proceedings against you.
- 17. Modification**
- The Companies reserve the right to revise these Terms and Conditions at any time. Any such revision will be binding and effective immediately upon posting of the revised terms and conditions on our web site. Your continued provision of the Goods/Services constitutes agreement to any such revision of the Terms and Conditions.
- 18. Bribery Act 2010**
- 181 It is a condition of the Companies' agreement with you in respect of the provision of the Goods/Services that:
- 18.1.1 you have and shall at all times comply with the terms of the Bribery Act 2010;
- 18.1.2 you shall ensure that any representative of the Companies working under you is aware of the Bribery Act 2010 and complies with it and the policies of the Companies; and
- 18.1.3 you will take all necessary steps to ensure that those conducting business on behalf of any agency, client or supplier for which you are responsible or for whom you are the point of contact in respect of the Goods/Services comply at all times with the Bribery Act 2010.
- 19. Modern Slavery Act Compliance**
- 191 It is a condition of the Companies' agreement with you that you conduct your business in a manner that is consistent with the principles of the Modern Slavery Act 2015 and :
- 19.1.1 You comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the Modern Slavery Act 2015; and
- 19.1.2 You take reasonable steps to ensure that there is no modern slavery or human trafficking in your supply chains or in any part of your business.
- 20. Harassment, including Sexual Harassment**
- 201 The Companies do not tolerate any form of harassment in the workplace, including sexual harassment. You must take appropriate measures to prevent harassment, including sexual harassment, occurring in the workplace including as part of the service provided to the Companies, and provide evidence of any such measures to the Companies on request.
- 21. Data Protection**
- 211 You shall comply in all respects with all current data protection legislation and the Data Protection Act 1988, where applicable, the General Data Protection Regulation 2016/679/EU ("GDPR") and/or the GDPR as enacted by the United Kingdom ("UK GDPR"), and any other applicable laws relating to the processing of Personal Data under these Terms and Conditions, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all related regulations, regulatory codes of practice, opinions and guidance issued from time to time, including by the Information Commissioner, and in each case any amending, superseding or replacement applicable law, For further details the Companies hereby draw your attention to the Privacy Policy on our website at <http://www.cplproductions.co.uk/public/intranet/companyolicies/CPLProductionsLimitedPrivacyStatement220713.pdf>;
- 22. Assignment**
- 221 The Companies may transfer, sub-contract or otherwise deal with the Companies' rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent. Our agreement with you and all rights in the Goods/Services shall be freely assignable provided that the assigning Company shall not be relieved of its obligations.
- 222 You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.
- 23. Severability**
- 231 If any clause or any part of these Terms and Conditions or the application thereof shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgment shall not affect the remainder of these Terms and Conditions nor the Purchase Order, the terms of which shall remain in full force and effect.
- 24. Entire agreement**
- 241 These Terms and Conditions together with the Purchase Order constitute the entire agreement between the parties and replace and supersede all previous agreement(s) relating thereto. All representations made relating to the subject matter hereof shall only be varied in writing signed by both parties.
- 25. Preservation of Rights**
- 251 Any failure or delay by the Companies in exercising or enforcing any rights conferred by any agreement or these Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any time or times.
- 252 No waiver, express or implied, by the Companies of any term or condition or any breach You and/or the Personnel of any of these Terms and Conditions shall operate as a waiver of any breach of the same or any other provision of these Terms and Conditions.
- 26. Law and jurisdiction**
- 261 These terms and conditions will be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.