

PARTIES:

- (1) New Ents Ltd, trading as The Show Shop, incorporated and registered in England and Wales with company number 10919552 whose registered office is at Curzon House, Southernhay West, Exeter, United Kingdom, EX1 1RS (**TSS**).
- (2) The individual(s) as set out in the Specification (**You, Contributor**).

Background:

TSS wishes for the Contributor to create Contributions for TSS to use in its own work and to provide others as part of the Projects.

Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Contribution	Any and all products and material of your services delivered or arising as a result of your instructions and the Project including, without limitation, all performances and literary, dramatic, artistic and musical material contributed by you to the Project.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Project	the services required from the Contributor, as defined in the Specification.
Term	the time period for the Contribution to be completed, as defined in the Specification.
Specification	the description or specification of the Services required, provided in writing by TSS to the Contributor.

Operative Provisions:

1. **ENGAGEMENT & TERM**

- 1.1 In consideration of payment to you of the Fee as set out in clause 7 below and of our giving you the opportunity to contribute to the Project, TSS hereby engage you and you hereby agree to render to TSS your services as a participating contributor to the Project on the terms and conditions set out in this Agreement.
- 1.2 This Agreement shall come in to force when TSS agree to your engagement on the Project (usually by issuing a Specification to you).
- 1.3 TSS shall be exclusively entitled to your services as a contributor to the Project for the duration of the Term, during which time TSS shall have the exclusive right to engage you

(other than as otherwise permitted under this Agreement) on the terms set out in this Agreement and on such dates as TSS shall confirm to you as soon as is practicable for the purposes of preparation, production and post production services or as is set out in the Specification.

2. YOUR OBLIGATIONS

2.1 You hereby agree that you shall:

- 2.1.1 Render all such services, appear in and attend any and all activities as TSS may reasonably require (the nature and content of which you acknowledge has been fully explained to you) in connection with the Project;
- 2.1.2 Perform your services as Contributor conscientiously and in a competent manner and to the full limit of your skill and ability and comply with all our instructions promptly;
- 2.1.3 Perform your services in willing co-operation with such persons as TSS may require and liaise where necessary with such representatives as TSS shall confirm to you;
- 2.1.4 Keep TSS informed throughout the Term of your whereabouts, address, email address, telephone number and mobile telephone number at all times;
- 2.1.5 Tell TSS immediately if any of the information you have given to TSS, pursuant to this Agreement or otherwise, becomes incorrect and requires updating for the duration of the Term;
- 2.1.6 Not without our written consent incur any liability on our behalf, including buying goods, nor hold yourself out as being entitled to do so;
- 2.1.7 Not without our prior written approval enter into any commercial arrangement with any third party or otherwise make any commercial use of your role in, or association with, the Project or take part in any other Project in any other medium which is similar in style, format or content to the Project for a period of 12 months following the end of the Term; and
- 2.1.8 Not unreasonably withhold further contributions involving your Contribution through re-engagement after the Term has ended. Such reengagement is not guaranteed.

3. RELATIONSHIP BETWEEN YOU AND TSS

3.1 You acknowledge and agree that:

- 3.1.1 All information that you have given TSS is true, and you have answered all questions and queries asked of you in connection with the Project fully and accurately, including all personal details and information provided by you in connection with your contribution to the Project;
- 3.1.2 TSS have explained clearly and fully to you the nature and content of the Project and the nature of your role in it, and that you fully understand and consent to your participation in the Project;
- 3.1.3 TSS are not under any obligation to include you in the final Project; and

3.1.4 TSS shall have absolute discretion over the editorial content of the Project and/or your contribution to it.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 In consideration of the Fee you hereby assign to TSS absolutely with full title guarantee all your right, title and interest in and to the Intellectual Property Rights (including without limitation all performers' property rights under Part II of the Copyright, Designs and Patents Act 1988 (CDPA)) throughout the world in all media whether now known or hereafter developed including by way of present assignment of future copyright and all other rights whatsoever in the Contribution.
- 4.2 You hereby irrevocably grant to TSS your consent to make the fullest use of the Contribution (and any extracts from the Contribution) in any and all media worldwide, both as part of the Project and in other content owned, controlled or represented by TSS.
- 4.3 You hereby irrevocably grant to TSS your consent worldwide to use, and to authorise others to use, your name, voice, biography and likeness (such biography and likeness to be pre-approved in writing by you, such approval not to be unreasonably withheld or delayed) and recordings of interviews commissioned by TSS in connection with the exploitation, advertising and promotion of the Project and products relating to the Project, including without limitation DVDs and merchandising, provided always that no such use shall suggest that you endorse any commercial products or services other than the Project, products related to the Project, and the broadcasters or distributors of the Project.
- 4.4 You recognise that TSS have the unlimited right to edit, copy, alter, add to, take from, adapt, translate and dub in to one or more foreign languages the Contribution and the Project and you hereby irrevocably and unconditionally waive the benefit of your moral rights arising under Parts I and II of the CDPA and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction in favour of TSS and all our licensees, sub-licensees, assignees and successors in title to the copyright in the Contribution.
- 4.5 TSS shall be entitled to dub the Contribution with recordings in any language with voices other than your own.
- 4.6 You agree to do all such acts and execute such documents as TSS may reasonably require to vest in or confirm to TSS or our successors in title and licensees the copyright and all other rights assigned or granted or purported to be assigned or granted by you to TSS under this Agreement. TSS shall reimburse you all reasonable costs incurred by you in so doing.

5. WARRANTIES

- 5.1 You hereby warrant, represent and undertake to TSS that:
- 5.1.1 you have the legal capacity and are free contractually to enter into and to perform this Agreement and have not entered and will not enter into any professional, legal or other commitment which would or might conflict with or prevent you doing so;
- 5.1.2 you are eighteen years or older and if required to do so by TSS, agree to provide TSS with identification to confirm the same;

- 5.1.3 you do not have any unspent criminal convictions of any kind subsisting at the date of this Agreement;
- 5.1.4 the Contribution (save to the extent that it incorporates material provided by TSS) will be wholly original to you and will not infringe the Intellectual Property Rights of any third party;
- 5.1.5 the Contribution will to the best of your knowledge and belief not contain any defamatory matter nor breach any contract or law (including without limitation data protection law or other legislation relating to national security) nor breach any duty of confidentiality, infringe any copyright or data protection rights, nor constitute contempt of court or obscenity, provided that TSS shall not be entitled to bring any claim against you in respect of any material that does prove to be defamatory unless it was included as a result of your negligence or malice; and
- 5.1.6 The rights granted by you to TSS are vested in you absolutely and you have not previously assigned, licensed or in any way encumbered the same and you hereby agree not to do so in the future.

6. INDEMNITY

- 6.1 You shall indemnify TSS against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TSS arising out of or in connection with:
 - 6.1.1 any breach of the warranties contained in clause 6; or
 - 6.1.2 the enforcement of this Agreement.
- 6.2 At the request of TSS and at your own expense, you shall provide all reasonable assistance to enable TSS to resist any claim, action or proceedings brought against TSS as a consequence of that breach.
- 6.3 This indemnity shall apply whether or not TSS has been negligent or at fault.
- 6.4 If a payment due from you under this clause is subject to tax (whether by way of direct assessment or withholding at its source), TSS shall be entitled to receive from you such amounts as shall ensure that the net receipt, after tax, to TSS in respect of the payment is the same as it would have been were the payment not subject to tax.
- 6.5 Nothing in this clause shall restrict or limit TSS's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

7. FEES AND EXPENSES

- 7.1 In consideration of your rendering your services on the terms of this Agreement, TSS hereby agree to pay to you within 30 days:
 - 7.1.1 the amount as listed in the Specification which is invoiced to TSS for work done to the date of the invoice; and
 - 7.1.2 transportation, accommodation and subsistence expenses reasonably incurred by you in the rendering of your services under this Agreement provided that TSS

have agreed such expenses in advance and that you provide receipted invoices to TSS within 14 days of incurring them.

7.2 You hereby acknowledge and agree that the Fee represents full and final consideration for the Contribution and all other services rendered under this Agreement.

8. **LOSS**

8.1 TSS shall not be under any liability in respect of any:

8.1.1 Any claim for loss of publicity or opportunity to enhance your reputation even if TSS delay or abandon production or exploitation of the Project or the use of the Contribution; or

8.1.2 Any loss or damage to your property or for any personal injury, illness or death caused or suffered in connection with your engagement under this Agreement unless caused by our negligence and recoverable on that ground following the judgment of a competent court.

9. **SUSPENSION**

9.1 TSS shall be entitled by notice in writing to the Contributor to suspend the Contributor's engagement under this Agreement in the following circumstances:

9.1.1 if the Contributor fails, refuses or neglects to perform any of the Contributor's obligations under this Agreement or is otherwise in breach of any material obligation, undertaking or warranty contained in this Agreement and where such breach is capable of remedy, fails to remedy the same within a time period set out by TSS in writing;

9.1.2 if the Contributor is incapacitated from rendering the Contributor's services hereunder by ill health, injury, mental or physical disability or other cause; or

9.1.3 if production of the Project is prevented, interrupted or delayed by any cause outside the control of TSS (including, but not limited to, fire, casualty, accident, riot or war, act of God, strike, lock out, labour conditions, judicial order or enactment.

9.2 Following suspension of the engagement:

9.2.1 the suspension will last as long as the event causing it plus a further reasonable period to enable TSS to prepare to resume using the Contributor's services or until this Agreement is terminated;

9.2.2 while the suspension lasts, any payments under this Agreement (other than remuneration due up to the date of suspension) will cease to fall due;

9.2.3 the Contributor's engagement may (at TSS's discretion) continue after the suspension ends (unless it ends by the termination of this Agreement) for the Term plus the length of time of the suspension;

9.2.4 all the Contributor's warranties and obligations under this Agreement shall continue during the suspension (to the extent that they are able to be fulfilled) and the Contributor shall not without the prior consent of TSS (such consent not to be unreasonably withheld) agree to render services to any other party during the suspension; and

9.2.5 TSS will remain entitled to all rights granted and assigned to it under this Agreement.

10. **TERMINATION**

10.1 TSS shall be entitled by notice in writing to the Contributor, to terminate this Agreement (whether or not the Contributor has been previously suspended) on 10 Business Days written notice.

10.2 TSS shall be entitled to terminate this Agreement (whether or not TSS has suspended the engagement for the same or another reason) by written notice with immediate effect for the following reasons, whether or not the Contributor has been suspended previously:

10.2.1 if the Contributor fails, refuses or neglects to perform any of the Contributor's obligations hereunder or is otherwise in breach of any material obligation undertaking or warranty contained in this Agreement;

10.2.2 if the Contributor is incapacitated from rendering the Contributor's services under this Agreement for more than either five consecutive Business Days or 14 Business Days in the aggregate; or

10.2.3 if any act or conduct of the Contributor shall prejudice the production or successful exploitation of the Project.

10.3 On any such termination:

10.3.1 except as provided in this Agreement, neither party shall have any further obligation to the other under this Agreement following its termination;

10.3.2 termination of this Agreement shall not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination; and

10.3.3 TSS will remain entitled to all rights granted or assigned to it under this Agreement.

11. **ENTIRE AGREEMENT AND VARIATION**

11.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

11.3 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

12. **NO WAIVER**

12.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

12.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

13. **ASSIGNMENT**

- 13.1 The Contributor shall not, without the prior written consent of TSS, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 13.2 TSS shall be entitled to transact with any third party to assign, transfer, subcontract, delegate or deal in any other manner with any of its rights and obligations under this Agreement and the Contributor shall at TSS's request render the services required of it under this Agreement to any such third party as directed by TSS. TSS shall remain primarily liable to the Contributor for all its obligations under this Agreement notwithstanding any such transaction.

14. **NOTICES**

- 14.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.
- 14.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email.	At the time of transmission if on a Business Day, otherwise at 10:00 on the next Business Day after transmission.

- 14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. **NO PARTNERSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

16. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

17. **GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.