

LICENCE AGREEMENT - STANDARD TERMS AND CONDITIONS

I. Definitions and Interpretation:

I.1. Definitions: The following definitions and rules of interpretation apply in this Agreement.

- “Agreement”:** This agreement, comprising the Deal Terms and these Standard Terms and Conditions, together with any documents referred to in it.
- “Deal Terms”:** The deal terms signed by the Licensor and the Licensee confirming the commercial deal terms agreed between them in relation to the Programme.
- “Licensor”:** Sunset + Vine Productions Limited, trading as Sunset + Vine International, a company registered in England and Wales under company number 01257931 whose registered office address is at Tinopolis Centre, Park Street, Llanelli, Carmarthenshire SA15 3YE and whose principal office address is at No 1 Smiths Square, 77 – 85 Fulham Palace Road, London W6 8JA.
- “Licensee”:** The Broadcaster named in the Deal Terms.
- “Rights”:** The rights licensed by the Licensor to the Licensee as set out in this Agreement.

I.2 Interpretation: All terms defined in the Deal Terms shall have the same meaning when used in these Standard Terms and Conditions.

2. Licence: In consideration of the Licensee’s undertakings contained herein and payment by the Licensee of the Licence Fee in accordance with Clause 4, the Licensor hereby grants the Licensee the Rights in the Programme in the Territory for the Licence Period in accordance with the terms and conditions set out in this Agreement.

3. The Licensor's Obligations:

- 3.1 The Licensor will supply the Delivery Materials to the Licensee via the Delivery Method in accordance with the Delivery Schedule.
- 3.2 The Licensor reserves the right to withhold delivery to the Licensee of the Delivery Materials in relation to the Programme, or any part of them, if the Licensee is in breach of any term of this Agreement.

4. Terms of Payment:

- 4.1 The Licensee shall, in consideration for the licence of the Rights hereby granted, pay the Licensor the Licence Fee and the Technical Costs in accordance with the payment terms set out in the Deal Terms, time being of the essence. The Licensor shall issue invoices in relation to payment of the Licence Fee. All invoices are due for payment within 30 days of the date of invoice.
- 4.2 The Licensee’s failure to make any payment at the agreed time shall constitute an act of default and shall entitle the Licensor to suspend further deliveries and/or to serve a notice on the Licensee withdrawing the Rights licensed hereunder until payment has been received and/or to terminate the Agreement in accordance with Clause 12 below.
- 4.3 The Licensee’s failure to make all the licensed telecasts of the Programme hereunder shall not thereby entitle the Licensee to avoid payment of all or any part of the Licence Fee.
- 4.4 All sums payable by the Licensee pursuant to this Licence shall be made in cleared funds into the Licensor’s Bank Account on or before the due date set out in the payment terms in the Deal Terms and if late shall (without prejudice to any other rights and remedies of the Licensor) be subject to interest at 4% above Barclays Bank plc per annum (compounded monthly) and shall further be paid free of any rights of counterclaim or set-off and without any deductions or withholdings whatsoever, save only as may be required by any applicable law.
- 4.5 Licensee shall be solely responsible for all bank charges and transfer charges associated with paying the Licence Fees to the Licensor.
- 4.6 All sums payable by the Licensee pursuant to this Licence exclude any VAT, sales or other taxes which may be charged (if applicable) and such VAT, sales or other taxes shall be payable by the Licensee in addition.
- 4.7 If any deductions or withholdings are required by law to be made from any of the sums payable pursuant to this Agreement, the Licensee shall provide the Licensor with all assistance and information as is requested by the Licensor to enable the Licensor to recover or be credited with the sums so deducted or withheld or to enable the Licensee to avoid or be exempted from (whether in whole or in part) making any such deduction or withholding and this obligation shall include (without limitation) providing the Licensor with a completed certificate of deduction or any other appropriate form (or application).
- 4.8 The Licensee’s obligation to pay the Licence Fee set out in this Clause 4 shall not be subject to the Licensee receiving funds from any third party.

5. The Licensee's Obligations:

- 5.1 The Licensee undertakes to examine the Delivery Materials upon receipt and agrees that it shall be deemed to have accepted the Delivery Materials unless it notifies the Licensor to the contrary within seven (7) days of receipt of any defect that prevents its use.
- 5.2 The Licensee shall bear all import duties, customs charges and taxes arising in relation to the supply of the Delivery Materials by the Licensor to the Licensee hereunder, if any, within 30 days of receipt of an invoice from the Licensor.
- 5.3 Licensee undertakes that it will at all times:
 - 5.3.1 enforce maximum security to safeguard against unauthorised copying and/or exploitation of the Programme;
 - 5.3.2 promptly notify the Licensor of any unauthorised copying of the Programme and/or exploitation of the Programme in the Territory, such notification to be confirmed in writing; and
 - 5.3.3 render all reasonable assistance to the Licensor to enable the Licensor to take appropriate action to prevent unauthorised exploitation of the Programme in the Territory.
- 5.4 The Licensee agrees to procure that there is no deliberate or avoidable transmission, retransmission or signal overspill outside the Territory by whatever means of any broadcast of the Programme, save as expressly permitted in writing by the Licensor.

- 5.5 In the event that the Licensor informs the Licensee that it is unable to grant the Licensee the Rights, or any part of them, the Licensee shall be responsible for removing such item(s) from the Programme before it is broadcast or, for not broadcasting the Programme at all, in accordance with the Licensor's written instructions.

6. Change of title / substitution

- 6.1 The Licensor shall have the right to vary the title of any Programme licensed hereunder during the Licence Period.
- 6.2 In the event that the Licensor is prohibited from granting the Rights in respect of the Programme the Licensor may substitute the Programme with a replacement programme and such replacement programme shall for the purposes of this Agreement be deemed to be the Programme it replaces.
- 6.3 Any tape of a Programme in respect of which the licence to exploit has been revoked pursuant to this clause shall be returned promptly to the Licensor at Licensor's expense and risk on its request.

7. The Licensee's Rights To Edit/Copy The Programme:

- 7.1 The Licensee is licensed to duplicate the Programme only in sufficient numbers as required to exercise the Rights and shall not duplicate the Programme in excess of such requirements or for any other purpose.
- 7.2 The Licensee shall not re-edit any part of the Programme (except as set out in Clause 5.5 hereof) or distribute any items from the Programme individually or outside the format of each Programme, unless expressly permitted to do so by the Licensor.
- 7.3 In the event that the Licensee is hereby licensed the right to exploit the Programme in a language other than English (either by means of dubbing or by sub-titling), the following terms shall apply:
- 7.3.1 the Licensee shall be solely responsible for the production of such dubbing and/or subtitling and all costs incurred in connection therewith (including but not limited to payment of all artist's fees);
- 7.3.2 the Licensee hereby warrants that the dubbing and/or sub-titling shall be a true and accurate translation of the scripts of the Programmes and that such translations shall not include any material that is defamatory of any person or organisation;
- 7.3.3 the Licensee shall provide a sample of the dubbed or sub-titled Programme to the Licensor for its approval prior to transmission;
- 7.3.4 the Licensee shall not translate the opening titles without the prior written approval of the Licensor;
- 7.3.5 the Licensor shall own and the Licensee hereby assigns to the Licensor the entire copyright and all other rights title and interest in and to any versions of the Programme made by the Licensee in the Broadcast Language ("Language Version(s)); and
- 7.3.6 the Licensee shall provide the Licensor, free of charge, with a copy of any such Language Versions and access to the master version of such Language Version(s) for the purpose of producing further copies of the Language Version(a) (such further copies to be made at the Licensor's sole cost and expense).

8. The Licensor's Warranties: The Licensor warrants to the Licensee that:

- 8.1 it has throughout the Licence Period good title and authority to enter into this Agreement on the terms and conditions set out herein and, subject to the provisions of Clause 5.5 and Clause 12.1.2 hereof, to grant the Rights to the Licensee in accordance with the terms set out herein;
- 8.2 it has obtained and paid for all necessary rights, consents and licences in respect of the Programme including (without limitation) all necessary rights to any copyright material included in the Programme so as to enable the Licensee to exercise all of its rights hereunder without restriction and without the need to make any further payment to any third party except in respect of such performing rights in any music in the Programme as are controlled by the Performing Rights Society or a society affiliated thereto; and
- 8.3 it will indemnify the Licensee against any actions, claims, costs or damages arising directly from any breach or non-performance by the Licensor of its obligations or warranties hereunder. In connection with any indemnity under this Agreement, the indemnifying party shall so indemnify the indemnified party only if the indemnified party gives the indemnifying party prompt notice of any claim or litigation to which the indemnity may apply; it being agreed that the indemnifying party shall have the right to assume and fully control the defence of any or all claims or litigation to which its indemnity applies and that the indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defence and in the settlement of such claim or litigation.

9. The Licensee's Warranties: The Licensee warrants to the Licensor that:

- 9.1 it has good title and authority to enter into this Agreement on the terms set out herein;
- 9.2 it will comply with all applicable national and international rules and regulations; and
- 9.3 it will indemnify the Licensor against any actions, claims, costs or damages arising directly from any breach or non-performance by the Licensee of its obligations or warranties hereunder. In connection with any indemnity under this Agreement, the indemnifying party shall so indemnify the indemnified party only if the indemnified party gives the indemnifying party prompt notice of any claim or litigation to which the indemnity may apply; it being agreed that the indemnifying party shall have the right to assume and fully control the defence of any or all claims or litigation to which its indemnity applies and that the indemnified party will cooperate fully (at the cost of the indemnifying party) with the indemnifying party in such defence and in the settlement of such claim or litigation.

10. Limitation of Liability: Each party's total liability to the other for breach of its obligations and warranties set out in this Agreement is limited to UK£100,000. Each party excludes all liability to the other for consequential or indirect damages arising out of or in connection with this Agreement.

11. Force Majeure: If the performance of this Agreement is impacted by acts, events, omissions or accidents beyond its reasonable control including, without limitation, pandemics, epidemics, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery or equipment, fire, flood or storm, neither party shall in any circumstances have any liability to the other under this Agreement.

12. Termination:

- 12.1 The Licensor may, by giving written notice to the Licensee, terminate this Agreement and withdraw the Rights granted hereunder without any liability to the Licensee whatsoever if:
 - 12.1.1 the Licensee has committed a material breach of its obligations under this Agreement unless the Licensee rectifies the position within 7 days of receiving notice of the same; or
 - 12.1.2 the Licensor loses the right to grant the Rights to the Licensee in the Territory for the Licence Period (or any of them).
- 12.2 The Licensee may, by giving written notice to the Licensor, terminate this Agreement if the Licensor has committed a material breach of its obligations under this Agreement unless the Licensor rectifies the position within 7 days of receiving notice of the same.
- 12.3 In addition to any other rights or remedies at law, either party may, by giving written notice to the other party, terminate this Agreement on the following grounds:
 - 12.3.1 where the other party goes into voluntary or involuntary insolvency;
 - 12.3.2 where the other party is declared insolvent either in bankruptcy proceedings or other legal proceedings;
 - 12.3.3 where an agreement with creditors has been reached by the other party due to its failure or inability to pay its debts as they fall due; or
 - 12.3.4 where a receiver is appointed over the whole or part of the other party's business.

13. Effect of Termination: The Programme supplied to the Licensee under this Agreement shall remain the property of the Licensor. At the end of the Licence Period (or any extension thereof) or following termination of this Agreement in accordance with Clause 12 hereof (whichever is the earlier), the Licensee shall, if requested by the Licensor, destroy all copies of the Programme and provide the Licensor with a certificate of destruction.

14. Notices: Any notice required to be given under this Agreement shall be in writing and may be given by email to the other party's contact as set out in the Deal Terms. Any such notice shall be deemed to be effective-within one (1) hour of sending save that any notice not served on a working day in the UK (i.e. Monday to Friday excluding bank holidays) shall be deemed served on the next working day.

15. Assignment: This Agreement shall be binding upon and inure for the benefit of the successors and assigns of the Licensor. The Licensee shall not be entitled to assign to any third party the benefit of this Agreement or any of the Rights.

16. Severance: If any provision of this Agreement is held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remaining terms of this Agreement shall not be affected.

17. Partnership: Nothing contained in this Agreement constitutes a partnership or employment relationship between the parties hereto.

18. Waiver: A waiver by either party of any breach or default by the other party will not be construed as a continuing waiver of the same or any other breach or default under this Agreement and no waiver shall be effective unless made in writing by the party making the waiver.

19. Variation: No variation of this Agreement is effective unless made in writing and signed by all the parties to this Agreement.

20. Entire Agreement: This Agreement, comprising the Deal Terms and these Standard Terms and Conditions together with any documents referred to in it, contains the whole agreement between the parties relating to its subject matter and supersedes any previous agreements whether written or oral relating to the subject matter of this Agreement.

21. Governing Law and Jurisdiction: This Agreement is governed by the laws of England and the parties hereto submit to the exclusive jurisdiction of the courts of England.