

STUDIO LAMBERT AND ASSOCIATED COMPANIES

PURCHASE ORDER TERMS AND CONDITIONS

This document sets out the terms and conditions applicable to Purchase Orders (“**Terms and Conditions**”). The details set out in the Purchase Order should be read in conjunction with the Terms and Conditions. Together, the Purchase Order and the Terms and Conditions form the contract between you and Company.

1. Interpretation and Definitions

1.1 The following definitions apply in these terms and conditions:

Company: The company set out under Purchaser Details on the Purchase Order;

Confidential Information: all information concerning the Programme and/or the business and affairs of Company or any commissioning network or broadcaster or financing party, that is obtained or received as a result of the performance of this Contract (including, without limitation, the terms of this Contract);

Contract: the Purchase Order and these Terms and Conditions;

Data Protection Legislation: means Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the General Data Protection Regulations (being EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the movement of such data) (when in force), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national regulators including the UK Information Commissioner;

Fee: the Goods Total Amount set out in the Purchase Order;

Goods: any Goods agreed in the Purchase Order to be bought or hired by Company from the Supplier (including any parts or parts of them);

Guidelines: guidelines regarding the management of Covid-19 which will be provided to you on request;

Insurance Coverage Limit: £1m in respect of any one claim and £5m in aggregate (or such other amounts as agreed in writing with Company);

Intellectual Property Rights: includes patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, formats, data, database rights, design rights, rights affording equivalent protection to copyright, trade marks, service marks, business names, trade names, logos, domain names and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all registrations or applications to register any of the aforesaid items, and all similar or equivalent rights or forms of protection in any part of the world;

Programme: the programme, development or other project in relation to which the Supplier is providing Services;

Producer Materials: means any materials, information, data, documents and/or equipment provided by Company to the Supplier in connection with the Services;

Purchase Order: The purchase order sent to you by Company;

Services: any services to be provided by the Supplier to Company pursuant to the Purchase Order; and

Supplier: as set out in Supplier Details on the Purchase Order.

1.2 Headings do not affect the interpretation of these conditions.

2. **Provision of Goods or Services**

2.1. The Supplier will provide the Goods and/or Services on the date(s) set out in the Purchase Order in accordance with this Contract and shall devote such time, attention and abilities to the provision of the Goods and/or Services as may be necessary for the satisfactory completion thereof.

2.2. Timely provision and delivery of the Goods and/or Services is of the essence of this Contract. If Supplier is unable to provide the Goods and/or Services for any reason, or if Supplier is aware of any likely delay in the provision of the Goods and/or Services, it will immediately notify Company giving reasons and durations of any failure or delay.

2.3. If Company seeks to vary the Goods and/or Services, the Supplier will use best endeavours to accommodate such variation. Supplier will comply with all reasonable requests and directions of Company and any other third party nominated by Company.

2.4. The Supplier agrees to notify the Company contact named on the Purchase Order of any material change to the Services and no further costs will be payable without Company's prior written approval.

3. **Subcontractors**

3.1. The Supplier may (with the prior written consent of Company) engage such sub-contractors as are necessary for the supply of the Goods and/or Services provided that the Supplier shall have full responsibility for the due and proper work of such sub-contractors and shall remain liable for the acts or omissions of any sub-contractors. The Supplier shall ensure that any sub-contractor complies with the applicable provisions of this Contract.

4. **Delivery, Risk and Ownership**

4.1. The Supplier shall ensure that the Goods and the products of the Services shall be kept in a secure manner at the Supplier's own risk and expense until delivery.

4.2. The Goods shall be delivered to the location specified in the Purchase Order (or as agreed in writing with Company) at the Supplier's own cost and risk and the Supplier shall ensure that the Goods are accompanied by a delivery note which shows the description of content. The Goods will remain at the Supplier's risk until delivery is complete (including off-loading and stacking). If Company is buying the Goods, ownership shall vest in Company on the earlier of delivery and payment.

4.3. Company shall not be deemed to have accepted Goods until it has had 14 days to inspect or test them following delivery.

4.4. If Company rejects the Goods or any part thereof for any reason, return delivery to the Supplier shall be at the Supplier's expense and the Supplier shall promptly repay to Company any sums paid for the rejected Goods.

5. **Rights**

5.1. The Supplier hereby assigns (and warrants that it has all rights necessary to so assign including, without limitation from any personnel or subcontractors), to Company absolutely and with full title guarantee all Intellectual Property Rights created in the provision of the Goods or Services for the full period of such rights (including all rights to renewals and extensions thereof) and agrees to execute all documents, make all applications, give all assistance and do all acts and things as may be necessary to vest the Intellectual Property Rights unconditionally and with full title guarantee in the name of Company.

5.2. The Supplier recognizes that Company has the unlimited unconditional right to edit, copy, alter, add to, take from, adapt and/or translate the Goods and Services.

5.3. The Supplier grants to Company any and all consents under the Copyright Designs and Patents Act 1988 (and any modification thereof) as it may require to exploit the products of the Supplier's services hereunder. The Supplier hereby, to the extent permissible by law, waives irrevocably and warrants that any individual engaged by the Supplier or any sub-contractor to perform the Services has waived any provision of law known as moral rights.

5.4. The Supplier will indemnify and hold Company harmless against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim by a third party that the receipt and/or use of the Goods and/or any items or material supplied to Company as part of the Services by Company infringes the Intellectual Property Rights of any third party.

6. **Price and Payment**

6.1. The Fee is exclusive of VAT (unless otherwise stated on the Purchase Order).

6.2. The Supplier shall submit invoices in accordance with the Purchase Order or, if no payment terms are specified on the Purchase Order, as agreed in writing with Company.

6.3. Company shall (subject to clause 6.8 below) pay the Fee within 60 days of receipt of an appropriate invoice.

6.4. If the Supplier is a paid on a daily basis, Company shall be entitled to pro-rata the Fee to the half day if applicable. No overtime will be payable unless Company approves the same.

6.5. Unless explicitly stated otherwise in the Purchase Order, the Fee is inclusive of any and all costs or expenses (including, without limitation, any materials or labour) that may be incurred by the Supplier in the delivery of the Goods and/or performance of the Services,

6.6. Company reserves the right to set off any amount payable to the Supplier against any amounts payable to Company by the Supplier, and to withhold any payments to the extent that Goods or Services have not been supplied to Company's reasonable satisfaction.

6.7. Payment is without prejudice to claims or rights which Company may have against the Supplier and shall not constitute acceptance of the Goods or Services.

6.8. If Company disputes any sums set out in an invoice then it will notify the Supplier in writing and will pay any amounts set out in that invoice to the extent they are not disputed. Company and the Supplier shall meet within seven (7) days of receipt of a written notice from Company under this clause to attempt to resolve the dispute.

7. **Warranties**

7.1. The Supplier warrants and undertakes that:

- a) it will provide and deliver Goods and/or Services that are fit for purpose of satisfactory quality for which they are supplied and, where relevant, will be of appropriate design, quality, strength, material and workmanship, without fault, comply with all safety standards, , tested prior to delivery and be free from any charge, lien or encumbrance
- b) the delivery of the Goods and/or the performance of the Services shall not: (i) infringe any rights (including any Intellectual Property Rights or moral rights) of any person; (ii) be in breach of any laws, codes of practice, statute or regulation; or (iii) be obscene, libelous, defamatory or constitute a contempt of court or breach of any duty of confidence; or in any way bring Company into disrepute;
- c) it shall obtain, and disclose to Company on request, all necessary consents, licenses, permissions, clearances of third party rights in order to supply the Goods and/or Services (including, without limitation, in relation to Intellectual Property Rights) for Company and its licensees or assigns' use, and provide evidence of any such consents, licenses, permissions, clearances,
- d) it shall act in good faith at all times and use all due care, skill and diligence in accordance with best industry practices and standards and any guidelines issued by relevant broadcasters/networks, in performing the Contract and shall perform the Contract in a timely and professional manner;
- e) it shall co-operate in any investigation initiated by OFCOM or other regulatory or statutory body, as requested by Company;
- f) it shall take all due care of the Producer Materials and shall return the Producer Materials to Company upon completion of the Services
- g) it has and will provide all necessary skills, experience, personnel, equipment and facilities to perform its obligations pursuant to the Contract and shall use appropriately experienced, qualified, competent and trained personnel where applicable;
- h) it is free to enter into and perform this Contract and to grant and assign all rights granted and assigned hereunder and it has no other commitment that will conflict with it performing the Contract;
- i) it is the lawful owner or licensee of any software or other materials used by the Supplier in the performance of the Services;
- j) it will not pledge Company's credit nor order goods nor incur liability on Company's behalf without Company's prior written approval.

8. **Data Protection**

8.1. The parties acknowledge and agree that in order to provide the Services, the Supplier may process personal data. The details of Services above sets out the subject matter and duration of the

processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.

- 8.2. Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation (as defined above). The Supplier shall, and without prejudice to its other rights or obligations, in respect of its processing of such personal data comply with the provisions set out in Schedule 1.
- 8.3. The Supplier agrees to indemnify Company against all costs, claims, damages or expenses incurred by Company due to any failure by the Supplier or its employees or agents to comply with any of its data protection obligations.

9. **Liability and Insurance**

- 9.1. The Supplier shall take out and maintain insurance in respect of all risks it is prudent for the Supplier to insure against including without limitation public liability insurance, professional indemnity insurance and, where applicable, product liability insurance, each policy to be held with a reputable insurance company and with a claim limit of no less than the Insurance Coverage Limit and shall provide the relevant certificates upon Company's request.
- 9.2. The Supplier agrees that, in the event of any claim or action by Supplier under this Contract, Company's maximum liability shall not exceed the Fee.

10. **Termination, Suspension and Indemnity**

- 10.1. The Company shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice. On such termination, the Company shall pay only Supplier's verifiable costs incurred or irrevocably committed for work performed, or for use of equipment hired by the Company from the Supplier, up to the date of termination. If the Company has made payments in excess of such verifiable costs, the Supplier shall refund any such excess to the Company within 7 days of termination. Termination shall be without prejudice to the rights and duties of the parties accrued prior to termination.
- 10.2. If production of the Programme is suspended due to any reason beyond the Company's reasonable control then the Company may suspend or alter the provision of the Services by giving the Supplier written notice and the definition of the Services shall be deemed amended accordingly. As soon as reasonably possible the Company shall confirm the new dates for the resumption of the Services ("**New Dates**") and Supplier shall resume the Services on the New Dates. During any such period of suspension: a) any equipment hired by the Company pursuant to the Contract shall be returned to the Supplier (the terms of such return delivery shall be agreed in good faith between the parties); b) no payment obligations shall accrue or become due; and c) the Company may terminate the Contract at any time. Following termination during suspension, the Company shall pay Supplier's verifiable costs incurred or irrevocably committed for work performed or for the use of any equipment hired by the Company from the Supplier, up to the date of the Company's written notification of suspension of the provision of Services. If the Company has made payments in excess of such verifiable costs, the Supplier shall refund any such excess to the Company within 7 days of termination.
- 10.3. On termination of the Contract for any reason, the Supplier shall immediately (a) deliver to the Company all Producer Materials and if the Supplier fails to do so, the Company shall be entitled to enter the Supplier's premises and take possession of any items that should have been returned to

it and(b) immediately deliver up, at its own cost, all items or materials supplied to the Company as part of the Services (whether or not complete),

- 10.4. The Supplier shall indemnify the Company against all liabilities incurred by the Company as a result of (i) the Supplier's negligence, willful default, misrepresentation or breach of its obligations and/or warranties in this Contract, (ii) any third party claim arising out of negligence or breach of contract by the Supplier and (iii) any alleged or actual infringement of any third parties' Intellectual Property Rights or other rights arising out of the use or supply of the Goods and/or Services. This provision shall survive termination or expiry of the Contract.

11. **Confidentiality**

- 11.1. The Supplier undertakes, and shall procure that its personnel and/ subcontractors undertake, not to use Company's Confidential Information otherwise than in the exercise and performance of its rights and obligations under this Contract ("**Permitted Purpose**").
- 11.2. The Supplier shall treat as confidential Company's Confidential Information and not disclose it to any person except to its own employees or subcontractors who need it for the Permitted Purpose.
- 11.3. For the avoidance of doubt, the Supplier may not refer to Company, any commissioning network/broadcaster, or this Contract in any publicity or advertising material without first obtaining Company's written consent.
- 11.4. This clause 11 shall remain in full force and effect in the event of any termination of this Contract.

12. **Health & Safety**

- 12.1. The Supplier shall take all reasonable steps to ensure the health and safety of Company's employees, contractors and other third parties working with Company while they are working with the Supplier (including, without limitation, taking steps to manage the transmission of Covid-19).
- 12.2. The Supplier shall comply with all provisions, rules and regulations regarding site access, security and health and safety.
- 12.3. The Supplier agrees to comply with the Guidelines in full and shall provide Company with the Supplier's relevant protocols on request.
- 12.4. The Supplier shall upon the request of Company grant Company such access to the Supplier's premises or such other premises as Company may reasonably require for inspection of any Goods, facilities, and or equipment/materials provided under the Contract or for any other reason connected with the performance of the Contract.
- 12.5. The Supplier shall, on request, provide Company with a written statement of the Supplier's own safety requirements and a copy of any risk assessment carried out.

13. **Waiver and Severance**

- 13.1. A waiver of any rights under the Contract is only effective if it is in writing and it shall apply only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 13.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

13.3. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall be deemed to be severable and the remaining provisions of the Contract and the remainder of such provision shall remain in full force and effect.

14. **Assignment**

14.1. The Supplier shall not without the prior written consent of Company assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

14.2. Company may without consent at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract to any third party.

15. **No Partnership or Agency**

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16. **Anti-Bribery & Corruption**

16.1. The Supplier shall comply with the Bribery Act 2010 and all applicable anti-bribery and corruption laws and legislation anywhere in the world ("**Anti-Corruption Laws**") and shall provide such supporting evidence of compliance as Company may reasonably request;

17. **Rights of Third Parties**

The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18. **Notices**

Notice shall be in writing, sent for the attention of the person, and to the address or email address given in the Contract (or such other contact details as notified to the other party) and shall be delivered personally, sent by email or sent by pre-paid, first class post or recorded delivery. A notice is deemed to have been received if delivered personally at the time of delivery, in the case of email at the time the email is delivered, in the case of pre-paid first class post or recorded delivery 48 hours from the date of posting and if deemed receipt under this condition 16 is not within business hours (9.00 am to 5.30pm Monday to Friday on a business day), at 9.00am on the first business day following delivery.

19. **Entire Agreement**

The Contract shall constitute the entire agreement and understanding between the parties relating to the subject matter of the Contract. The Supplier acknowledges that it has not relied on any statement, representation, warranty or undertaking made to any person other than as expressly set out in the Contract.

20. **Injunctive Relief**

The Supplier acknowledges that remedies at law may be inadequate to protect Company against any breach of this Contract and without prejudice to any other rights and remedies available to Company, Company may be granted injunctive relief without proof of actual damages. The Supplier shall not be entitled, and hereby waives its right, to injunctive relief in relation to the Contract.

21. **Governing Law**

This Contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

1. The Supplier shall comply with the following provisions in respect of the processing of personal data in the supply of the Services:
 - 1.1 process the data only to the extent, and in such a manner, as is necessary to provide the Services and in accordance with Company's written instructions from time to time and the Supplier shall not process or permit the processing of the data for any other purpose. If the Supplier is ever unsure as to the parameters of the instructions issued by Company and/or believes that Company's instructions may conflict with the requirements of Data Protection, the Supplier shall immediately notify Company for clarification and where requested provide reasonable details in support of any assertion that Company's instructions may be unlawful;
 - 1.2 shall ensure that any person authorised to process data in connection with this Contract is subject to a duty of confidentiality;
 - 1.3 having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected. Such measures shall be of at least the minimum standard required by Data Protection Legislation and be of a standard no less than the standards compliant with good industry practice for the protection of personal data;
 - 1.4 assist Company by appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - 1.5 provide Company with full co-operation and assistance in relation to Company's obligations and rights under Data Protection Legislation including providing Company with all information and assistance necessary to investigate security breaches carry out privacy impact assessments or otherwise to assess or demonstrate compliance by the parties with Data Protection Legislation;
 - 1.6 notify Company in writing without undue delay and in any event with 24 hours of becoming aware becomes aware of any accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data under this Contract or in breach of the Supplier's security obligations under this Contract;
 - 1.7 not engage any third party to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "**Sub processor**") without the prior written consent of Company acting in its sole discretion. Where such consent is given, it is conditional on the Supplier:
 - 1.7.1 entering into a written contract with the Sub processor that:
 - 1.7.2 is on terms that the same as those set out in this paragraph;
 - 1.7.3 provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation;
 - 1.7.4 terminates automatically on termination or expiry of this Contract for any reason; and

- 1.7.5 remaining liable for all acts or omissions of the Sub processors as if they were acts or omissions of the Supplier;
- 1.8 return or destroy (as directed in writing by Company) all data it has in its possession and promptly delete existing copies unless applicable law requires storage of the personal data.
2. The Supplier shall keep at its normal place of business a written record of data processing carried out in the course of the Services and in respect of the measures taken by the Supplier under paragraph 1 of this Schedule, ("**Records**").
3. The Supplier shall permit Company, its third-party representatives or a regulator or its third party representatives, on reasonable notice during normal business hours, access to inspect, and take copies of, the Records and any other information held at the Supplier's and/or Sub processors' premises or on the Supplier's and/or Sub processors' systems relating to this Contract, for the purpose of auditing the Supplier's compliance with its obligations under this Schedule.