



## REDWOOD TERMS AND CONDITIONS – COMMISSIONED WORKS

These Redwood Terms and Conditions are incorporated into and form part of the Redwood Commissioning Agreement (this “**Agreement**”) which comprises the Commissioning Form signed by the Contributor and these Redwood Terms and Conditions.

### 1 INTERPRETATION

- 1.1 In the event of any inconsistency between the different parts of this Agreement the terms of the Commissioning Form shall take precedence over these Redwood Terms and Conditions.
- 1.2 In this Agreement, unless the context otherwise requires capitalised words and phrases shall have the meanings given to them in the Commissioning Form or as set out herein.
- 1.3 In this Agreement, unless the context otherwise requires:
- (a) references to clauses are references to the clauses of to this Agreement;
  - (b) the headings to clauses are inserted for guidance only and shall not affect the meaning or interpretation of any part of this Agreement;
  - (c) a reference to a particular statute, statutory provision, subordinate legislation or EU directive or regulation is a reference to it as it is in force at the date of this Agreement, taking into account any amendment or re-enactment and includes any statute, statutory provision, subordinate legislation or EU directive or regulation which it amends or re-enacts and subordinate legislation (including any rules, orders, regulation or instruments) for the time being in force made under it;
  - (d) a reference to any Agreement or other document shall be construed as a reference to that Agreement or document as from time to time supplemented or amended;
  - (e) “**writing**” shall include any methods of reproducing words in a legible and non-transitory form (but not email, fax or any other type of electronic communication, unless otherwise stated);
  - (f) words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa;
  - (g) any reference to “**persons**” or “**person**” shall include natural persons, firms, partnerships, companies, body corporates, corporations, unincorporated associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
  - (h) “**including**” means “**including, without limitation,**” and “**include**” and related expressions such as “**in particular**” shall be construed accordingly;
  - (i) references to a “**party**” or to “**parties**” shall mean a party or parties to this Agreement, their successors and permitted assigns and
  - (j) “**Group**” means any holding company or subsidiary of Redwood from time to time and any other subsidiary of any holding company of Redwood from time to time, where “**holding company**” and “**subsidiary**” have the meanings given in sections 1159 and 1173 of the Companies Act 2006.

### 2 GRANT OF RIGHTS

- 2.1 As applicable, the Contributor hereby:

- (a) assigns to Redwood absolutely with full title guarantee free from encumbrances, by way of present assignment of present and future copyright and other rights, the Assigned Rights; and/or
  - (b) grants to Redwood the Licensed Rights, with the right to sublicense the same to its associated affiliates, companies, and sub-contractors, and to the Client (who in turn shall have the right to sublicense the same to its associated affiliates, companies, and sub-contractors). The Licensed Rights shall be exclusive throughout the Exclusivity Period.
- 2.2 The Contributor hereby (and shall ensure that the Artist and any party which has contributed in any way to the Works) irrevocably and unconditionally waives (and agrees not to assert or enforce) all rights in the Works to which they are now or may in the future be entitled, including any so called “moral rights” and “performer’s non-property rights” (or other analogous rights) under the Copyright Designs and Patents Act 1988 and under all similar laws from time to time in force anywhere in the world.
- 2.3 Unless expressly stated otherwise in the Commissioning Form, the Contributor agrees that Redwood and the Client may, without restriction:
  - (a) adapt, add to, amend, crop, edit and otherwise alter the Works; and
  - (b) display, reproduce and use the Works in all media,provided that (for the avoidance of doubt) any Licensed Rights shall be limited to use in the Permitted Media in the Territory during the Usage Period.
- 2.4 Notwithstanding any other restriction on the use of the Works set out in this Agreement, the Contributor further agrees that Redwood and Client may use the Works in perpetuity throughout the world in any medium for the following non-paid-for uses:
  - (a) Redwood and/or Client’s own PR-related purposes (including editorial);
  - (b) advertising and industry awards, conferences, exhibitions and competitions;
  - (c) publication of legacy or heritage advertising materials; and
  - (d) internal archival purposes.
- 2.5 The Contributor shall, and shall procure that the Artist shall, do any and all such acts and execute all such documents consistent with this clause 2 in such manner and at such locations as may be required by Redwood and/or the Client in order to protect, perfect or enforce any of the rights assigned, granted, licensed or confirmed (or purported to be so assigned, granted, licensed or confirmed) to Redwood and/or the Client under this Agreement.
- 2.6 Neither Redwood nor the Client shall be under any obligation to publish the Works within any specified period of time or at all.

### **3 SERVICES**

- 3.1 The Contributor shall, and (as applicable) shall procure that the Artist shall:
  - (a) ensure the Works and the Services conform with the Brief and are of such quality as Redwood, in its absolute discretion, decides is acceptable;
  - (b) ensure that the Works are the original creations of the Artist him/herself save to the extent that Redwood has authorised the incorporation of third party materials into the Works and the Contributor has obtained the appropriate rights and consents pursuant to clause 5.1(d);
  - (c) co-operate fully with and act in good faith towards Redwood (and any third parties participating in the creation of the Works, including the Client);

- (d) use reasonable care and skill in the provision of the Services;
  - (e) comply with the reasonable instructions of Redwood and the Client in connection with the Services and the creation of the Works;
  - (f) devote such time and resources as are necessary to provide the Services;
  - (g) adhere to the date(s) and time(s) agreed for any Shoot;
  - (h) if it is responsible for provision of a Shoot Location and/or any equipment for any Shoot, ensure that the Shoot Location and/or the equipment is fit for purpose, complies with applicable health and safety requirements and obtain all rights, releases and/or licenses required to, undertake the Shoot and/or use the equipment at the Shoot Location, to feature the Shoot Location and/or equipment within the Works, and to enable the Works to be fully and freely exploited in accordance with this Agreement;
  - (i) if it is responsible for the provision of any props for inclusion within any Works, ensure that such props are fit for purpose and obtain all rights, releases and/or licenses required to feature the props within the Works and to enable the Works to be full and freely exploited in accordance with this Agreement;
  - (j) if it is responsible for the provision of any models for inclusion within any Works, ensure that such models provide all releases and consents required to feature them and (if relevant) their performances or works within the Works and to enable the Works to be fully and freely exploited in accordance with this Agreement;
  - (k) ensure that the Artist and all personnel engaged in connection with the Services are appropriately qualified and experienced, and have the right to work in the Shoot Location.
- 3.2 Upon request the Contributor shall obtain signed agreements, in a form provided by Redwood, in respect of the rights and releases it is required to obtain in accordance with clauses 3.1(h) to (j).
- 3.3 The Contributor shall adhere to and comply with all rules of the Shoot Location, and any studios or other locations at which the Services are provided.
- 3.4 The Contributor shall deliver the Works to Redwood, in the Delivery Medium by the Delivery Date. Unless otherwise agreed in the Commissioning Form, no Work submitted to Redwood by the Contributor can be withdrawn by the Contributor. The property and title in all materials on which the Works are delivered shall pass to Redwood on delivery of the Work.
- 3.5 The Contributor will not, and shall procure that the Artist will not, at any time during the Term and for a period of 12 months thereafter do or say anything for whatever reason which is or may reasonably be considered by the Client or Redwood to be detrimental or prejudicial to the Client or Redwood, or which may reasonably be considered by the Client and/or Redwood to:
- (a) adversely affect the commercial reputation or business of either of them;
  - (b) adversely affect the Project, or
  - (c) bring any party into disrepute.

#### **4 PAYMENT**

- 4.1 Redwood shall (subject to clause 4.2) pay the Contributor the Fee in accordance with the Financial Terms.
- 4.2 If in the reasonable opinion of Redwood the Work is not of a publishable standard or does not fulfil the Brief, Redwood may, in its sole discretion either:

- (a) reject the Works and require the Contributor to provide revised Works meeting the required standards and/or the Brief;
  - (b) accept the Works but pay the Contributor a reduced fee of no less than 50% of the Commissioning Fee; or
  - (c) reject the Works by notice in writing to the Contributor, in which case no Fees shall be payable to the Contributor and all rights to the Works shall remain vested in the Contributor (and for the avoidance of doubt the provisions of clause 2 shall not apply).
- 4.3 Fees shall be payable within 30 (thirty) days of receipt by Redwood of the Contributor's valid value added tax invoice for the relevant sum, in a form acceptable to Redwood.
- 4.4 All fees payable under this Agreement are exclusive of value added tax, which (if applicable) shall be payable by Redwood.
- 4.5 Save as expressly provided in this Agreement, all fees payable under this Agreement are inclusive of all fees including any post-production work, any Shoot Location, prop and model fees for which the Contributor is responsible for providing, and all repeat, use, residual, union and/or barring fees and other monies, but excluding value added tax, which might otherwise be or become due and payable to the Contributor, the Artist or any other person whose services the Contributor provides in connection with the Works or the Services.
- 4.6 The parties agree that the Works and Services provided under this Agreement do not, and shall not, consist of any individual personally performing, or being under an obligation to personally perform, services for Redwood for the purposes of Chapters 8 and 10 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000 as amended from time to time (the "IR35 Rules").
- 4.7 The Artist engaged by the Contributor in the provision of Works and Services under this agreement is not Redwood's or any member of Redwood's Group's or the Client's, employee, worker or agent and nothing in this Agreement should be construed as giving rise to an employment, worker or agency relationship between Redwood or any member of Redwood's Group or the Client and the Artist. The Contributor assumes full responsibility for the acts of the Artist.
- 4.8 Subject to clause 4.11 below, the Contributor shall be responsible for making all deductions from payments and fees received and for performing all acts and making all payments necessary under any applicable legislation in force in the appropriate territory including without limitation, accounting to HM Revenue and Customs ("HMRC") for any income tax, national insurance and social security contributions, VAT, corporation tax, apprenticeship levy and all other taxes, liabilities and duties due in respect of sums payable by Redwood to the Contributor or by the Contributor to the Artist in connection with this Agreement (including but not limited to under the IR35 Rules). For the avoidance of doubt, Redwood shall not make such deductions from the Fees and shall not be liable for accounting for such taxes and payments to any regulatory body. For the avoidance of doubt (but subject always to clause 4.12), the Contributor warrants that it is solely responsible (for the purposes of the IR35 Rules and under this agreement) for performing any status determination in respect of the Artist under the IR35 Rules.
- 4.9 The Contributor will indemnify Redwood or any member of its Group and keep Redwood or any member of its Group indemnified against:
  - (a) any claim or demand made by HMRC against Redwood or any member of its Group in respect of any income tax (whether under PAYE or otherwise), apprenticeship levy or national insurance contributions in respect of sums payable by Redwood to the Contributor and/or by the Contributor to the Artist in connection with this Agreement and against any interest or penalties imposed in connection with any such tax, levy or

contributions; and

- (b) any legal fees or other costs incurred by Redwood or any member of its Group in enforcing its rights under this clause.
- 4.10 The Contributor must not, and must ensure the Artist does not, commit a tax evasion facilitation offence under the Criminal Finances Act 2017. Having regard to the nature and context of the Works and Services and to the risks of tax evasion and facilitation of tax evasion, the Contributor must establish such processes as may be appropriate to avoid it or the Artist committing any criminal offence. In doing so, the Contributor must have regard to any risk assessment and policy that Redwood may supply to it relating to avoidance of tax evasion and the facilitation of tax evasion. The Contributor and/or the Artist must promptly report to Redwood any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement.
- 4.11 If Redwood concludes that the Works and/or Services includes the provision of personal service (as defined in the IR35 Rules), as soon as reasonably practicable following a request from the Redwood, the Contributor shall provide Redwood with such documentation and information as is reasonably requested by Redwood to enable Redwood to comply with its tax obligations. In addition, the Contributor undertakes on a continuing basis to promptly share with Redwood such information which might reasonably be expected to affect any determination as to whether the IR35 Rules apply.
- 4.12 In the event that Redwood is obliged to determine whether the IR35 rules apply to this arrangement and, acting reasonably, determines that this arrangement is within the IR35 Rules and that it is legally obliged to deduct PAYE income tax and employee national insurance contributions on any sums payable to the Contributor under this Agreement after 5 April 2021 in respect of labour provided after 5 April 2021, the following provisions shall apply:
  - (a) Redwood shall be entitled to make such deductions, if it has provided the Artist with a Status Determination Statement (“SDS”) notifying the Artist that the IR35 Rules apply. Redwood shall be entitled to continue to make such deductions, even if the Artist challenges the SDS, unless and until Redwood withdraws the SDS and issues a new SDS notifying the Artist that the IR35 Rules do not apply. The Contributor acknowledges that Redwood is obliged to keep its determination as to whether the IR35 Rules apply under review and it may subsequently issue a new SDS to the Artist and withdraw any previous SDS.
  - (b) As provided under clause 4.8, the Contributor and/or the Artist (if appropriate) will account to HMRC for any VAT, corporation tax, income tax, employee national insurance contributions and all other taxes, liabilities and duties due in respect of sums payable by Redwood to the Contributor and/or by the Contributor to the Artist in connection with this Agreement (excluding any amounts deducted by Redwood under clause 4.12(a) above and any employer NICs and apprenticeship levy); and
  - (c) As provided under clause 4.9, the Contributor will to the extent permitted by law indemnify Redwood and keep Redwood indemnified against:
    - (i) any claim or demand made by HMRC against Redwood in respect of any income tax, national insurance contributions and all other taxes, levies, liabilities and duties due in respect of sums payable by Redwood to the Contributor and/or by the Contributor to the Artist in connection with this Agreement (excluding any amounts deducted by the Redwood under clause 4.12(a) above) and against any interest or penalties imposed in connection with any such tax, levy or contributions (excluding any interest or penalties incurred due to

the fault or delay of Redwood); and

(ii) any legal fees or other costs incurred by Redwood in enforcing its rights under this clause; and

4.13 Redwood will pay the Contributor (and/or if applicable, the Agent) any fees due and invoiced in the next payroll run following the 30th day of completion of the Services to Redwood's reasonable satisfaction.

4.14 The Contributor agrees that Redwood may, at its option, satisfy such indemnity in whole or in part by way of deduction from any amounts payable to the Contributor pursuant to the Agreement. If any amount payable by the Contributor under the indemnity is not satisfied in this way, the Contributor agrees to pay such outstanding amount to the Agency within 14 calendar days of a written request from the Agency.

4.15 In the event that Redwood fails to make any payment properly due to the Contributor under this Agreement, the Contributor shall:

(a) notify Redwood of such failure to pay; and

(b) upon the expiry of seven (7) days after the receipt of the notice referred to in clause 4.15(a) be entitled to charge Redwood interest on such overdue sum at the rate of three (3) per cent above the base rate of Barclays Bank in force from time to time calculated from the due date up to the date of payment.

## **5 WARRANTIES AND INDEMNITIES**

5.1 The Contributor warrants, represents and undertakes that:

(a) it has the right and power to enter into this Agreement, and to assign, grant and/or licence (as applicable) the rights herein to Redwood and the Client (or to procure such assignment, grant or licence as applicable), and neither the Contributor nor the Artist is subject to any prior or existing contractual or other obligation that prevents, restricts, limits or in any way affects each of their respective capacity or ability to perform any of the obligations hereunder;

(b) each of the Works is or shall:

(i) be original, and has not, in whole or part, been published or exploited in any medium anywhere in the world; and

(ii) not be obscene, defamatory, blasphemous or offensive;

(c) the provision of the Services and the use of each of the Works in accordance with this Agreement:

(i) does not and shall not in any way infringe the intellectual property rights or other rights of any third party; and

(ii) shall comply with all applicable laws, regulation and codes of practice; and

(d) if the Works include any intellectual property rights of any third party, Redwood has expressly consented to such inclusion in writing and such third parties have granted all such rights and consents as are required to grant the rights in accordance with clause 2.1.

5.2 The Contributor shall indemnify Redwood and the Client and keep the same indemnified against all costs (including reasonable legal costs), claims, expenses and liabilities incurred by Redwood or the Client and arising in connection with any breach of the warranties and obligations under clause 5.1.

## **6 LIMITATION OF LIABILITY**

- 6.1 Subject to clause 6.3, Redwood's maximum aggregate liability under or in connection with this Agreement (including any indemnity contained in this Agreement), whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the greater of (i) the level of Fees paid hereunder; or (ii) £5,000.
- 6.2 Subject to clause 6.3, Redwood shall not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of goodwill or reputation, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 6.3 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability to the extent the same may not be excluded or limited as a matter of law

## **7 INSURANCE**

- 7.1 The Contributor shall take out and maintain appropriate insurance with reputable insurers. In particular, the Contributor shall be required to take out and maintain the following insurances:
- (a) employers' liability insurance for a minimum of £10,000,000 for any one incident;
  - (b) public liability insurance for a minimum of £5,000,000 for any one incident;
  - (c) professional indemnity insurance for a minimum of £1,000,000 for any one incident; and
  - (d) product liability insurance for a minimum £2,000,000 for any one incident.
- 7.2 The Contributor shall provide Redwood with a copy of the insurance certificate giving details of Contributor's insurance cover at any time on request by Redwood. The terms of any insurance or the amount of any cover shall not relieve Contributor of any liabilities under this Agreement.

## **8 CONFIDENTIALITY**

- 8.1 In this Agreement "**Confidential Information**" shall mean any information relating to a party, the Artist or the Client which is designated as confidential, by its nature is obviously confidential or ought reasonably to be considered (or is likely to be considered) to be confidential, including the terms of this Agreement, the Fees, and, prior to Redwood or Client making them public, the Project and any Works.
- 8.2 The parties each acknowledge that they shall, whether by virtue of and/or in the course of this Agreement, receive or otherwise become aware of Confidential Information.
- 8.3 Except as provided by clauses 8.4 and 8.5, the parties shall at all times during the continuance of this Agreement and after its termination:
- (a) keep all Confidential Information and the provisions of this Agreement confidential and accordingly not disclose the provisions of this Agreement or any Confidential Information to any other person; and
  - (b) not use any Confidential Information for any purpose other than the performance of their obligations and/or exercise of its rights under this Agreement.
- 8.4 The provisions of this Agreement and any Confidential Information may be disclosed by a party to:
- (a) any bona fide professional adviser to the disclosing party;
  - (b) any governmental or other authority or regulatory body; or
  - (c) any employees of that party,

to such extent only as is necessary for the purposes contemplated by this Agreement or as is required by law or binding regulation and subject in each case to the party in question using its reasonable endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

- 8.5 Confidential Information may be used by a party for any purpose or disclosed by a party to any other person to the extent only that:
- (a) it is at the date hereof or hereafter becomes public knowledge through no fault of the party in question provided that in doing so the party in question shall not disclose any Confidential Information which is not public knowledge; and/or
  - (b) it can be shown by the party in question to the reasonable satisfaction of the other parties to have been known to the other person in question prior to it being received by that party.
- 8.6 At any time upon either party's request, the other party shall return promptly all information and materials embodying any Confidential Information and all copies thereof, which that party may then have in its possession or control.
- 8.7 The Contributor shall procure that the Artist fully observes the provisions of this clause 8 as if the Artist were a party to this Agreement

## **9 TERMINATION**

- 9.1 Upon expiry of this Agreement, Redwood shall have the right to renew this Agreement on the same or similar terms and conditions to those provided herein.
- 9.2 Redwood shall have the right to terminate this Agreement immediately on written notice to the Contributor:
- (a) if the Contributor fails to deliver any of the Works to Redwood by the Delivery Date;
  - (b) in accordance with clause 11.4;
  - (c) if the Contributor fails to fulfil any of its obligations under this Agreement and, if such breach is capable of remedy, fails to remedy the breach within seven days (or such shorter period as Redwood may reasonably deem necessary) of the actual receipt by the Contributor of a written notice from Redwood identifying the breach and requiring the same to be remedied (and, if less than seven days, specifying the period for remedy);
  - (d) if the Contributor or Artist commits any act which causes the Artist, Redwood, the Client and/or the Project to be brought into disrepute, contempt, scandal or ridicule, or is otherwise substantially prejudicial to the interests of Redwood, the Client and/or the Project;
  - (e) if the Artist becomes incapacitated, dies or is otherwise unable to create the Works; or
  - (f) if either the Contributor and/or the Artist is unable to pay their debts as they fall due or enters into liquidation whether compulsory or voluntary or makes any arrangement with their creditors or was a receiver, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets or is declared bankrupt or suffers any analogous process under foreign law.
- 9.3 Without prejudice to the other rights and remedies to which Redwood may be entitled, if Redwood terminates this Agreement:
- (a) pursuant to clause 9.2(a) to (c), the Contributor will immediately return to Redwood all Fees already paid; and



- (b) for any reason, Redwood shall have no further payment obligations under this Agreement.
- 9.4 Termination of this Agreement shall not otherwise affect a party's accrued rights and obligations at the date of termination.
- 9.5 Upon termination of this Agreement for any reason, the Contributor shall, and shall procure that the Artist shall, promptly deliver to Redwood any and all materials and property belonging to Redwood or the Client.
- 9.6 The provisions of this Agreement which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

## **10 DATA PROTECTION**

- 10.1 The parties do not anticipate processing any personal data on behalf of each other in connection with this Agreement and agree that the relationship between the parties shall be that of independent controllers.
- 10.2 If this changes the parties agree to enter into an appropriate data processing agreement relating to the protection and use of personal data supplied by one party to the other and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to any such data.
- 10.3 Each party shall, at its own expense, ensure that it complies with and, to the extent relevant to this Agreement, assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and any successor legislation; and (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy. This clause is in addition to, and does not reduce, remove, or replace, a party's obligations arising from such requirements.
- 10.4 The Contributor shall procure that the Artist reads and understands the privacy notice set out in the Commissioning Form.

## **11 FORCE MAJEURE**

- 11.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a "**Force Majeure Event**").
- 11.2 Force Majeure Events shall include the following:
  - (a) strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of the party seeking to rely on the Force Majeure Event or any of that party's suppliers);
  - (b) civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war;
  - (c) terrorism or threat of terrorism; or
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 11.3 The party whose performance is affected by a Force Majeure Event shall, immediately upon becoming aware of the Force Majeure Event, notify the other party (either in writing or verbally,

giving written confirmation of any verbal notification as soon as possible thereafter), giving details of the Force Majeure Event, its likely duration and the manner and extent to which its obligations are likely to be prevented or delayed.

- 11.4 If any Force Majeure Event occurs, the date(s) for performance of the affected obligation(s) shall be postponed for so long as is made necessary by the Force Majeure Event, provided that if any Force Majeure Event continues for a period of or exceeding thirty (30) days, the non-affected party shall have the right to terminate this Agreement forthwith on written notice to the affected party. Each party shall use its reasonable endeavours to minimise the effects of any Force Majeure Event.
- 11.5 During the period for which any Force Majeure Event preventing or delaying the Contributor's performance continues, Redwood may engage one or more third parties of its choice to supply the Services that the Contributor is unable to supply (or is unable to supply within agreed timescales) and Redwood shall no longer be liable to pay the Contributor the Fees related to the Works and Services so substituted.

## **12 NOTICES**

Any notice required to be given under this Agreement shall be in writing signed by (or by some person duly authorised by) the person giving it and may be served by delivering it personally or by first class prepaid or registered mail to the address of the relevant party set out at the head of this Agreement or to such other address as is notified in writing from time to time by or on behalf of the parties. Any notice so served shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of a notice sent by first class prepaid or registered mail, 48 hours after the date of posting.

## **13 GENERAL**

### **No injunctive relief**

- 13.1 The Contributor agrees and acknowledges, on its own behalf and on behalf of the Artist, that the recovery of damages (if any) would be an appropriate remedy in the event of any breach of this Agreement, and that neither the Contributor nor the Artist shall try to injunct or stop the release or distribution of the Works.

### **Variation**

- 13.2 No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.

### **Severance**

- 13.3 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

### **Anti-bribery**

- 13.4 At all times during the Term, the Contributor shall comply, and shall procure that the Artist shall comply, with all applicable laws and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and the Foreign Corrupt Practices Act 1977).

### **Waivers**

- 13.5 A failure by any party to exercise and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of

that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power, or remedy. No custom or practice of the parties at variance with the terms of this Agreement shall constitute a waiver of the rights of any party under this Agreement. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

#### **Counterparts**

- 13.6 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement.

#### **No partnership**

- 13.7 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the parties and none of them shall have authority to bind the others in any way.

#### **Contracts (Rights of Third Parties) Act 1999**

- 13.8 The parties acknowledge and agree that this Agreement is intended to confer a benefit on the Client and of Redwood's Group, who shall be entitled to enforce its terms accordingly, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. No term of this Agreement is enforceable by any person not a party to it except as expressly provided in this clause 13.8.

#### **Assignment**

- 13.9 Nothing in this Agreement shall prohibit or restrict Redwood from assigning, transferring, or charging this Agreement. The Contributor may not assign, transfer, charge, sub-contract or otherwise dispose of this Agreement or any of its rights or obligations arising hereunder without the prior written consent of Redwood.

#### **Entire Agreement**

- 13.10 This Agreement and any documents referred to in it, or entered into pursuant to it, constitutes the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement and any other prior agreements between the parties relating to the subject matter of this Agreement are hereby terminated and of no further effect and (in relation to such subject matter) supersede all prior discussions, understandings and agreements between the parties and their agents (or any of them) and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

### **14 GOVERNING LAW AND JURISDICTION**

- 14.1 The validity, construction and performance of this Agreement and any disputes or claims arising under or in connection with this Agreement (including non-contractual disputes and claims) shall be governed by the laws of England and Wales.
- 14.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales for the resolution of any dispute, claim or matter arising under or in connection with this Agreement (including non-contractual disputes, claims and matters)