

MediaCo Production Limited: Terms and Conditions

1. DEFINITIONS

For the purposes of this Contract the capitalised terms shall have the meanings set forth below:

“Acceptance” means acceptance or deemed acceptance of these Terms in accordance with clause 3.3;

“Agency” shall mean MediaCo Production Limited, Churchill Point, Churchill Way, Trafford Park, Manchester, M17 1BS;

“Agency Data” shall mean any data and/or information relating to Agency or its Clients provided directly or indirectly to the Supplier or its employees or created by or generated by the Client or by Agency’s use of the Work;

“Agency Representative” shall mean Agency’s representative, the contact details for whom are specified in the Supplier Order Form;

“Anti-Corruption Laws” shall mean all local and international laws and regulations concerning fraud, bribery and corruption, including but not limited to the UK Bribery Act of 2010 and the United States Foreign Corrupt Practices Act 1977;

“Associated Persons” shall mean all employees, agents, consultants, partners, representatives, subcontractors, other individuals and entities acting for or on behalf of Supplier;

“Charter of Excellence” means the Agency’s code of conduct provided to the Supplier with the Supplier Booking Form;

“Client” shall mean Agency’s client (if any) as identified in the Supplier Order Form, together with any associated companies;

“Contract” means this binding agreement between the Supplier and Agency formed of the Supplier Order Form and these Terms;

“Terms” means the Supplier Terms and Conditions;

“Deliverables” means the goods, materials or other deliverables provided by the Supplier, as specified in the Supplier Order Form;

“Delivery Date(s)” means the date or dates upon which the Work shall be provided or performed by the Supplier, as set out in the Supplier Order Form;

“DPA” means the Data Protection Act 1998;

“Intellectual Property Rights” shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software and source code, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), performers’ property rights as described in Part II, Chapter X of the Copyright, Designs and Patents Act 1988 and any similar rights of performers anywhere in the world, 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 similar or equivalent rights or forms of protection in any part of the world;

“Personal Data” shall have the meaning set out in s.1 (1) of the DPA;

“Supplier Order Form” the document containing particulars of the Work and Agency’s written instruction to supply the Work in accordance with these Terms;

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“Services” means the services provided by the Supplier as specified in the Supplier Order Form;

“Supplier” shall mean the party supplying the Work to the Agency entity under this Contract;

“Supplier Representative” shall mean the Supplier's representative, the contact details for whom are specified in the Supplier Order Form;

“Work” shall mean the Services and/or the Deliverables to be supplied as described in the Supplier Order Form.

2. APPLICATION OF CONDITIONS

2.1 Subject to Clause 2.2, these Terms, together with the Supplier Order Form to which they relate, shall upon Acceptance form the Contract between Agency and the Supplier for the provision of the Works set out in the Supplier Order Form and such Contract will prevail over any terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing.

2.2 This Contract represents the entire agreement between the parties and supersedes all previous contracts, representations or arrangements of any kind between the parties relating to its subject matter. No addition to or modification of these terms shall be binding on the parties unless made by a written instrument which the parties unequivocally mutually agree in writing. Notwithstanding the foregoing, these Terms shall not apply where the parties have previously executed or subsequently execute a bespoke agreement for the provision of the Works (which, for the avoidance of doubt and notwithstanding anything to the contrary therein, expressly excludes non-negotiated standard terms of sale attached to any Supplier acceptance, invoice, proposal, response to tender or quotation), in which case the terms of such agreement shall apply and will prevail over these Terms.

3. EFFECT OF SUPPLIER ORDER FORM

3.1 Agency shall only be bound by an order if it is issued as a Supplier Order Form by an authorised representative of Agency and accepted in accordance with clause 3.2.

3.2 The Supplier Order Form constitutes an offer by Agency to purchase the Work subject to these Terms. Accordingly, any acceptance of the Supplier Order Form by the Supplier shall establish a contract for the sale and purchase of the Work on these Terms. No counter-offer made by the Supplier to supply the Works on other terms and conditions shall be validly accepted unless such counter offer is made by way of written instrument which the parties unequivocally mutually agree in writing.

3.3 The Supplier shall be deemed to have accepted these Terms upon the earlier of (i) signing and returning a copy of the Supplier Order Form to Agency; or (ii) providing written confirmation (including confirmation by electronic mail) of its acceptance of the Supplier Order Form; or (iii) invoicing Agency for the Work; or (iv) commencing the Work, and the Supplier hereby agrees that such acts shall constitute acceptance by the Supplier of the Supplier Order Form sufficient to establish a valid agreement between the parties on these Terms of the Contract.

4. COMMENCEMENT AND DURATION

The Terms will apply from Acceptance and, subject to early termination in accordance with the Terms or unless stated otherwise herein, the Contract shall continue until the Services have been performed and/or Deliverables delivered in accordance with its terms, or until such other time as agreed by the parties in the Supplier Order Form.

5. DELIVERY, PERFORMANCE AND ACCEPTANCE

5.1 Supplier agrees to deliver the Work to Agency upon the Delivery Date(s) and according to any specifications and/or conditions of performance specified in the Supplier Order Form. Unless Agency has agreed otherwise in writing, Supplier shall deliver the exact specified quantities of items as specified in the Supplier Order Form.

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5.2 Supplier shall meet, and time is of the essence in relation to, any performance timescales and/or Delivery Dates specified in the Supplier Order Form.

5.3 If Supplier fails to deliver the Work as required by Clause 5.1 or to meet any performance timescales and/or Delivery Dates as required by Clause 5.2, Agency may, without prejudice to any other rights or remedies afforded to it under this Contract or by applicable law: (a) terminate the contract between the parties in whole or in part; (b) refuse to accept any subsequent performance of the Work; (c) purchase substitute services from elsewhere; and/or (d) hold Supplier responsible for any loss and additional costs incurred as a result of such failure.

5.4 Supplier agrees to cooperate fully with any third parties appointed by Agency or otherwise at the request of Agency as necessary to complete performance of the Work.

5.5 Supplier agrees to notify Agency immediately on becoming aware of any event or circumstance that has caused or may cause a delay in the commencement or completion of the Work. Without prejudice to Agency's other remedies under these Terms or in law, Supplier shall be solely responsible for promptly remedying, at Supplier's own expense and to the satisfaction of Agency, any non-conforming part of the Work.

5.6 Where applicable, the Supplier shall include with each delivery a list of contents including serial numbers, to allow for review of contents upon receipt.

5.7 Agency reserves the right to inspect the Work on or immediately after delivery and within a reasonable time after delivery to reject the Work or any part of the Work which is not provided in accordance with this Contract, including without limitation (i) failure to conform with specifications relating to quantity, quality and description set out within the particulars of the Supplier Order Form; or (ii) compliance with any conditions of performance (if any) specified in the Supplier Order Form.

5.8 Supplier will comply with all Agency policies, rules, procedures and standards notified by Agency in writing to Supplier from time to time including, without limitation, those governing quality, change and problem management, safety, data privacy and data security, business continuity and disaster recovery and pervasive and transaction controls.

6. QUALITY OF THE WORK

6.1 Supplier hereby represents and warrants that: (a) it will perform the Work in accordance with best industry practice and standards, the Agency's Charter of Excellence and in any event, to the satisfaction of Agency; (b) the Work will conform with all descriptions and specifications provided by Agency; (c) it will ensure that it, and any sub-contractors performing any portion of or the entirety of the Work, shall be suitably qualified with appropriate levels of training, experience and seniority to carry out the Work and, where applicable, shall be duly licensed to carry out the Work as required by law; (d) the Work will be provided in accordance with all applicable legislation from time to time in force, and Supplier will inform Agency as soon as it become aware of any changes in such legislation; (e) neither Supplier nor any of its Associated Persons has at any time engaged in, or presently engages in, any activity, practice or conduct which may constitute an offence under any applicable fraud, anti-bribery or corruption laws or regulations, including but not limited to the Anti-Corruption Laws; and (f) Supplier will provide a safe and healthy working environment for its staff and will comply with all applicable laws, rules and regulations regarding (i) human rights as defined by the United Nations, (ii) the protection of the environment, and (iii) the community in which it operates and other stakeholders.

6.2 The rights of Agency under this Contract are in addition to the statutory terms implied in its favour by the Supply of Goods and Services Act 1982 and any other similar statute.

6.3 The provisions of this Clause 6 shall survive any performance, acceptance or payment and shall extend to any substituted or remedial services provided by Supplier.

7. PAYMENT

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In consideration of the provision of the Work, Agency agrees to pay to Supplier the sum(s) specified in the Supplier Order Form. Invoices shall be issued by Supplier no earlier than the Delivery Date(s). In the event that an invoice is issued earlier than the Delivery Date(s) then it shall not be deemed to have been received by Agency until the Delivery Date. Payment will be made forty five (45) days after receipt of Supplier's invoice, subject to the following: (a) a Supplier Order Form has been validly issued in accordance with clause 3.1; (b) the Supplier has fully complied with its obligations under this Contract; and (c) the Supplier has clearly quoted the Agency's purchase order number on the invoice and any accompanying advice notes and the packaging. The price specified in the Supplier Order Form shall be exclusive of all sales taxes (including but not limited to VAT (which shall be added to Supplier's invoices by Supplier at a rate ruling at time of delivery of the Work), Duty, Foreign Sales Tax and Delivery). The Supplier's invoice must: (i) be a valid tax invoice for the purposes of VAT legislation, (ii) identify the Work to which the invoice relates and where a multi-item invoice itemise individual items as stated in the Supplier Order Form, and (iii) be sent to Agency's company address as set out above. In the event of the Supplier's non-compliance with the terms of this clause 7, Agency shall be entitled to withhold all or part of payment until such time as Supplier complies. Further, Agency reserves the right to withhold payment of any disputed part of an invoice until the dispute is resolved, but will notify Supplier of any dispute within a reasonable period of time and will not delay or withhold payment of any part of the invoice that is not disputed.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 General: Subject to clause 8.2, Supplier hereby assigns to Agency full and unrestricted ownership, with full title guarantee and free from all third party rights, the Intellectual Property Rights in the Work. Supplier shall, at the request of Agency, promptly do (or procure to be done) all such further acts and things and the execution of all such other documents as Agency may from time to time require for the purpose of securing the full benefit of all right, title and ownership in and to the Intellectual Property Rights and all other rights assigned to it (or the Client if Agency so directs) in accordance with this paragraph.

8.2 Background IPR: The Supplier or its licensors shall retain intellectual property rights in all materials (i) utilised in the Works whose existence predates this Contract: or (ii) which were created after the commencement of this Contract but which the Supplier can demonstrate were developed independently from the Works within which they were utilised, but shall grant to Agency a royalty-free, transferable licence to use those materials as part of the Works on a perpetual, worldwide, non-exclusive basis.

8.3 Third Party IPR: the Supplier shall not utilise any third party intellectual property rights within the Works without the prior written consent of the Agency and then only upon such terms of use as the Agency specifies.

8.4 Moral rights: Supplier hereby absolutely and unconditionally waives all moral rights in the Work in favour of Agency (or the Client if Agency so directs) and any respective licensees, assignees and successors in title. Supplier undertakes to procure moral rights waivers in the same terms signed by all individuals and other persons who may have any moral rights in the Work.

8.5 Ownership of material: The Agency Data and the Work, (including without limitation all documents, drawings, designs, negatives, transparencies and prints and all disks, tapes and other material on which the Agency Data or Work is stored), shall be property of Agency. Supplier's possession of any Agency Data, property, content or materials belonging to Agency or the Client for purposes of developing the Work does not have the effect of assigning any rights or ownership over any of them to Supplier, and Supplier must not use any such for any purpose other than the provision of the Work to Agency. Upon completion of the Work, Supplier shall undertake to promptly return to Agency, without keeping any paper or digital copies, any material, data, content or materials belonging to Agency or the Client.

8.6 Promotional Exemption: Supplier may not reproduce the Work or use the Work for its own publicity purposes or use the Work in relation to any of its other customers or clients without prior written consent of Agency, which Agency may grant or withhold at our discretion.

9. WARRANTIES AND INDEMNITY

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9.1 Supplier warrants that Agency and the Client will be entitled to use the Work to the full extent permitted under this Contract free from claims of any nature (including without limitation any intellectual property infringement claims).

9.2 Supplier warrants that it will comply with all applicable legislation and recognised industry standards in developing the Work and that it has the necessary skills, qualifications, resources and all necessary consents, including (without limitation) any consents required by law, to fulfil its obligations under this Contract.

9.3 Supplier shall indemnify Agency on demand and hold it harmless from any and all claims, liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by Agency or, where appropriate, the Client, as a result of or in connection with: (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use of the Work; (b) any liability arising from Supplier's breach of its warranties under this Contract or other failure to perform its obligations as required by this Contract; or (c) any liability arising as a result of Supplier's acts or omissions (or the acts or omissions of its Associated Persons).

9.4 The provisions of this Clause 9 shall survive termination of this Contract, however arising.

10. LIMITATION OF LIABILITY

10.1 Agency shall not under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of business, depletion of goodwill, pure economic loss, loss of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract

10.2 Without prejudice to Clause 10.1, Agency' total aggregate liability to the Supplier in respect of all losses suffered by the Supplier from, under or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, breach of statutory duty or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to 100% of the total paid or payable for the Work during the 12 month period prior to the claim arising.

11. INSURANCE

Supplier shall hold insurance cover with a reputable insurer to an appropriate value to cover the liability assumed by it under this Contract. On request, Supplier will provide Agency with evidence of such insurances. In the event that Supplier fails to maintain such insurances, Agency shall be entitled to maintain such insurances and shall be entitled to reimbursement by Supplier for all associated premiums and costs.

12. CONFIDENTIALITY

Supplier undertakes, for the duration of this Contract and afterwards, to keep strictly confidential all confidential matters disclosed by Agency to Supplier relating to Agency, the Client or the Client's products or services. Confidential matters will normally include (but not be limited to): Supplier's engagement by Agency and the terms thereof, all details of the Work and the purpose of the Work, all details concerning Agency or the Client's business, infrastructure, processes, services and products which are not already in the public domain, including Agency Data, and all details concerning the Client's advertising and marketing plans. Supplier undertakes to ensure that all Associated Persons and other third parties to whom it may be necessary to disclose confidential matters for the purposes of performing its obligations under this Contract undertake to keep such matters strictly confidential. The provisions of this Clause 12 shall survive termination of this Contract, however arising.

13. TERMINATION

13.1 Agency may terminate this Contract for any reason upon thirty (30) days prior written notice, provided that Agency pays the Supplier for all Work undertaken in accordance with the Contract up to the date of such notice.

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13.2 Without prejudice to any other remedies available to it by operation of applicable regulation or law, Agency may terminate this Contract immediately if: (a) Supplier is in breach of an obligation under this Contract and, if the breach is capable of remedy, fails to remedy said breach within five (5) days of receipt of a notice from Agency requiring remedy of such breach; (b) Supplier is in breach of its obligations under Clause 12 of this Contract; (c) a petition is presented for an administration or winding up or bankruptcy order against Supplier or a receiver, administrative receiver or manager is appointed over any of your assets or an order is made or a resolution passed for the winding up of Supplier or if Supplier enters into any composition with its creditors or if any of these appear to Agency to be likely to happen; or (d) for any other reason whatsoever it appears to Agency that Supplier may become unable to perform its obligations under this Contract or to perform them in the agreed upon time period.

13.3 In the event of termination pursuant to Clause 13.2 Supplier will be liable for all additional costs incurred by Agency or by the Client in obtaining the Work from an alternative supplier, and all cancellation or other charges incurred and all other losses arising out of its breach of this Contract.

13.4 Termination of this Contract, howsoever arising, shall be without prejudice to the rights, remedies and duties of the parties prior to termination.

14. ANTI-BRIBERY AND CORRUPTION

14.1 Supplier shall ensure that, in relation to this Contract and general business practices, neither it, nor any of its Associated Persons, engage in any activity, practice or conduct which may constitute an offence under any applicable Anti-Corruption Laws. In particular, Supplier shall not, and will ensure that any Associated Persons do not offer, promise or pay to, or solicit or receive from any other person (including public and government officials) or company, any financial or other advantage which causes or is intended to cause another person to improperly perform their function or activities in order to secure or retain a business advantage. Supplier shall further ensure that, unless allowed or required by local law, neither it nor any Associated Persons offer, promise or pay to any public government official any financial or other advantage in order to secure or retain a business advantage, including payment intended to induce officials to perform duties they are otherwise obligated to perform.

14.2 As part of its internal measures to ensure compliance under this Clause 14, Supplier shall implement and maintain policies and procedures to assess the risk of, monitor, and prevent the breaching Anti-Corruption Laws by itself or any of its Associated Persons. Such policies and procedures shall be made available for immediate inspection upon Agency's written demand and failure to implement policies and procedures which are, in Agency's sole discretion, adequate shall be deemed a material breach of this Contract.

14.3 Supplier shall, upon discovery, notify Agency immediately of any breach or suspected breach by any employee or Associated Person of this Clause 14 and/or any Anti-Corruption Law.

15. RISK

15.1 Supplier shall deliver the Work at its own risk to the premises specified by Agency or such other location as set out in the Supplier Order Form. Where the Work cannot be delivered to a location specified in the Supplier Order Form, Agency may require the Work to remain on premises owned or controlled by the Supplier. Risk in all Work shall remain with the Supplier: (a) at all times in respect of any Work that is not delivered to premises specified in the Supplier Order Form; and (b) in respect of Work to be delivered to premises specified in the Supplier Order Form, until such time as the Works have been safely delivered to those premises and an agent of Agency has signed a delivery note acknowledging receipt. Delivery of the Work is without prejudice to any right of rejection to which Agency may be entitled under the Contract or otherwise.

15.2 Where Supplier is responsible for risk in any Work and any such Work becomes damaged, lost or stolen, Supplier shall forthwith notify Agency of the same and, at Agency's absolute discretion and free of charge, either replace such Work or

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refund any monies paid by Agency in respect of any such Work. Supplier shall also be liable for any direct or indirect losses, damages and/or liabilities arising as a result of any such loss, theft or damage.

16. ACCESS TO PREMISES

Supplier shall comply (and will procure its servants, agents, suppliers and subcontractors comply) with Agency policies and instructions relating to health, safety and security whilst working on the premises owned, controlled or occupied by Agency. Supplier shall be responsible for complying and for procuring that its servants, agents, suppliers and subcontractors comply with such obligations and will indemnify Agency against all costs, expenses and liabilities caused by any failure to do so.

17. DATA AND SECURITY

17.1 Supplier shall not use the Agency Data or materials or property provided by Agency for any purpose other than the Work and will hold, and will ensure that all employees, agents, suppliers and subcontractors will hold, the Agency Data in strict confidence and maintain and monitor a security programme that contains administrative, technical and physical safeguards designed to protect against anticipated threats or hazards to the confidentiality, integrity and security of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to the Agency Data, to Agency's standards of security as set out in any security policy provided by Agency to the Supplier, from time to time.

17.2 Supplier's agents or subcontractors shall only access the Agency Data with Agency's express prior written approval, to the extent that they require such access in order to provide the Services under the Contract and in accordance with any additional instructions notified by the Agency.

17.3 Supplier shall use its best efforts to ensure that its information security program includes industry standard password protections, firewalls and anti-virus and malware protections to protect Agency Data stored on computer systems.

17.4 Supplier shall notify Agency in writing immediately (and in any event within 24 hours) whenever Supplier reasonably believes that there has been any unauthorised access, acquisition, use, disclosure or destruction of the Agency Data ("Security Breach"), and provide detailed information regarding the nature and scope of the Security Breach, the actual or potential cause of the breach, and the measures being taken by Supplier to investigate the breach, correct or mitigate the breach, and prevent future breaches.

18. DATA PROTECTION

If the Supplier processes any Personal Data on Agency's behalf when performing its obligations under this Contract, the parties agree that Agency shall be the Data Controller and Supplier shall be a Data Processor (as defined in the DPA) and in any such case: (a) Supplier shall only process the Personal Data to the extent necessary to comply with its obligations and provide the Services under this Contract. Use of Personal Data for any other purpose, including without limitation for its own commercial benefit, is prohibited unless otherwise agreed to in writing by Agency; (b) If Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to its compliance with the DPA and the data protection principles set out therein, it shall immediately notify Agency and it shall provide Agency with full co-operation and assistance in relation to any such complaint, notice or communication; (c) Supplier shall not process or transfer any Personal Data outside the EEA without Agency's prior written consent and then

only upon such terms as Supplier reasonably requires to comply with the DPA; (d) Supplier shall ensure that Personal Data is not disclosed or transferred to, or allowed access by, any third party without the prior written permission of Agency, except where such disclosure is strictly necessary to effectively comply with its obligations or provide the Services as instructed by Agency; or where such disclosure or transfer is required by any applicable law, regulation, or regulatory body; (e) If Agency consents to Supplier's disclosure of Personal Data to a third party, such third party shall, prior to any such disclosure, have entered into an agreement at least as restrictive as this Contract in relation to the protection of any Personal Data disclosed; (f) Supplier shall notify Agency immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data; (g) Supplier warrants that, having regard to the state of MediaCo Production Limited, Churchill Point, Churchill Way, Trafford Park, Manchester, M17 1BS
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technological developments and the cost of implementing any measures, it will: i. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to: 1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and 2. the nature of the data to be protected. ii. take reasonable steps to ensure compliance with those measures; iii. restore any Personal Data that is lost, damaged or destroyed due to non-compliance with clause 19.1(g)(i) and (ii). (h) If Supplier is required to make a disclosure or transfer of Personal Data it shall, wherever possible, notify Agency promptly (and in any event within five days of receipt of such a request) in writing. Prior to complying with any such request for disclosure or transfer, Supplier shall comply with all reasonable directions of Agency with respect to such disclosure or transfer; (i) Supplier shall ensure that any Personal Data processed on behalf of Agency is not retained longer than is strictly necessary for the purpose providing the Services and ensure that if advised by Agency that any Personal Data is inaccurate or incomplete, such Personal Data is erased or rectified in accordance with Agency's written instructions ; (j) Agency shall ensure that Agency is entitled to transfer the relevant Personal Data to Supplier so that Supplier may lawfully use, process and transfer the Personal Data in accordance with this Contract on Agency's behalf; (k) Agency shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; (l) Supplier shall process the Personal Data only in accordance with the terms of this Contract and any lawful instructions reasonably given by Agency from time to time.

19. GENERAL

19.1 Except as agreed by Agency in writing, no element of the performance of this Contract may be sub-contracted by Supplier and Supplier may not assign or otherwise transfer any rights and/or obligations under these terms without Agency's prior written consent.

19.2 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party, the agent of another party for any purposes. The Supplier shall act as principal in all dealings with third parties connected with performance of its obligations under this Contract. No party shall have authority to act as agent for, or to bind the other party in any way.

19.3 A waiver of any right under this Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

19.4 For the purposes of the Contract, all notices, invoices and other communications shall be transmitted to the parties at the relevant party's registered company address contained within the Supplier Order Form.

19.5 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19.6 This Contract may be executed in any number of counterparts, each of which when executed shall be an original and together shall constitute one and the same instrument.

19.7 This Contract shall be governed by and constructed in accordance with the laws of England and Wales and all disputes arising under this Contract shall be subject to the exclusive jurisdiction of the English courts.

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