



2018 TALENT SERVICES TERMS AND CONDITIONS (SERVICE COMPANY)

1. Capitalised terms used but not defined in these Terms and Conditions shall have the meaning given to them in the Deal Terms.
2. You shall procure that the Talent provides the Services in accordance with this Agreement.
3. You hereby agree to the Talent being photographed, recorded or filmed while carrying out the Services (or any part of them) and this shall form part of the Services. You hereby irrevocably grant us the right to use, and to permit others to use, the Talent's name, image, likeness, voice, approved biography and any other pre-existing materials provided by you and/or the Talent or on your and/or the Talent's behalf, along with any photographs or film taken of Talent whilst carrying out the Services ("**Talent Material**") in connection with the Project, the Materials (as defined in clause 6 below) and/or Services and with the promotion or exploitation of the same.
4. You hereby warrant and undertake to procure that:
 - 4.1. the Talent and any person affiliated with you and/or them shall at all times observe and comply with all applicable laws, rules and regulations in force, any directions or requests from a regulatory body and any rules or guidelines imposed from time to time by us, the Commercial Associate or the location(s) for the Services (including but not limited to health and safety rules and regulations);
 - 4.2. the Talent shall enter into the inducement letter attached to this Agreement;
 - 4.3. the Talent shall render the Services to the best of their skill and ability in collaboration with ITV, the Commercial Associate and/or our respective nominees;
 - 4.4. the Talent fully co-operates with us, the Commercial Associate and/or our respective nominees;
 - 4.5. where applicable, the Talent abides by any dress code and that the Talent's attire does not display any brand names or marks;
 - 4.6. the Talent does not damage any property owned by us, the Commercial Associate or any third parties or any location(s) during their attendance; and
 - 4.7. the Talent shall not promote any products and/or performance which are not Project branded or related while undertaking the Services without our prior approval and you shall disclose to us on request full and accurate details of all commercial advertisements or promotions in which the Talent has previously participated, or is intending to participate, which might appear in any form of media during the period of the Project and any period during which the Services and/or the products of the Services are to be exploited by ITV or any third party or which might prevent ITV or any third party from fully benefitting from the Services.
5. You hereby warrant and undertake that:
 - 5.1. you are fully entitled to grant all rights and consents herein and are free to provide the Services of the Talent and that neither you nor the Talent have entered nor will enter into any professional or other commitment or undertake work for any third party which would or might conflict with the full and due rendering of the Talent's Services and grant of rights and observance of the obligations in this Agreement;
 - 5.2. the content of the Services and any Talent Material shall be true in all respects to the best of your and the Talent's knowledge and belief and, insofar as the Services contains any opinions, these opinions are the Talent's own and are genuinely and truly held by them;
 - 5.3. nothing in the Services and/or the Talent Material or the exploitation and use of the Services and/or the Talent Material by ITV will infringe the copyright or any other right of any person, breach any contract or duty of confidence, constitute a contempt of court, be obscene, defamatory, blasphemous or offensive and/or otherwise be derogatory of or bring into disrepute us, our affiliated companies, the Commercial Associate or any other party connected with the Project;
 - 5.4. you shall inform us immediately if the information provided to us pursuant to this Agreement or otherwise becomes incorrect prior to your provision of the Services;
 - 5.5. the rights hereby granted and assigned are vested in you absolutely and that you have not previously assigned, licensed or in any way encumbered the same nor do you know of any encumbrances which would derogate from the grant and assignment hereby made nor will you or the Talent hereafter purport to so assign, license or encumber the same;
 - 5.6. neither you nor the Talent have the authority to and will not purport to act in our name or on our behalf or bind us 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) and neither you nor the Talent will use any Project branding or any of our intellectual property (or that of our licensors) except as expressly permitted by us;
 - 5.7. you have (and shall procure that the Talent and persons associated with you or the Talent have) put in place and shall maintain throughout the term of this Agreement all processes, procedures and compliance systems reasonably necessary to ensure that Modern Slavery and/or Bribery and/or Tax Evasion does not occur within your or Talent's business or down your respective supply chains;
 - 5.8. you shall (and shall procure that the Talent and persons associated with you or the Talent shall): (1) comply with all Relevant Laws in performing the Services; (2) not engage in any activity, practice or conduct which would constitute Bribery and/or Modern Slavery and/or Tax Evasion; (3) immediately notify ITV (in writing) if you, Talent or any persons associated with you or Talent who perform or have performed Services for on behalf of you or Talent is investigated by any law enforcement agency or customer in relation to Bribery and/or Modern Slavery and/or Tax Evasion; (4) immediately notify ITV (in writing) if Bribery and/or Modern Slavery and/or Tax Evasion has occurred, or you or the Talent have reasonable cause to believe any have occurred, in yours or the Talent's business or within your or the Talent's supply chain; and (5) not do, or omit to do, any act that will cause or lead ITV to be in breach of Relevant Laws. A breach of any part or all of this clause 5.8 shall be a material breach that is incapable of remedy for the purposes of clause 19 (Termination); and

5.9. you confirm that, to the best of your knowledge, the information provided in this Agreement is correct.

For the purposes of this Clause 5, the following words have the following definitions:

Bribery means conduct which constitutes an offence under the Bribery Act 2010 or which would constitute an offence under the Bribery Act 2010 if that Act were in force in the jurisdiction where the conduct took place;

Modern Slavery means conduct which constitutes an offence under the UK's Modern Slavery Act 2015, or which would constitute an offence under the Modern Slavery Act 2015 if that Act were in force in the jurisdiction where the conduct took place;

Relevant Law means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument (including those relating to Bribery and Modern Slavery) in any jurisdiction, including any jurisdiction from which the Services are provided or in which any Services are received (or both), which relate to the performance of this Agreement; and

Tax Evasion means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017.

6. Except as expressly specified in the Deal Terms, as between you, us and the Talent, we shall be the owner of all rights (including without limitation copyright and other intellectual property rights) in the Services and any resulting materials (including without limitation any materials created, prepared and/or acquired by us or the Commercial Associate (or on our or their behalf) and including without limitation materials which contain or use the Talent Material and any materials created by you or the Talent in connection with the performance of the Services) (the "**Materials**").
7. You:
 - 7.1. hereby irrevocably and absolutely assign free of all liens, charges, encumbrances and third party rights of whatsoever nature (and by way of present assignment of future copyright where Materials have yet to be created) all rights and accrued rights of action in the same for the full duration of such rights throughout the world, including any extensions, reversions and renewals thereof;
 - 7.2. irrevocably give us all necessary consents to enable us and/or our licensees, assignees or successors in title to exploit the Services and/or the Materials throughout the world in all media, whether now known or hereafter developed, in perpetuity;
 - 7.3. accept that we have the right to edit, copy, adapt or translate the Materials as we see fit;
 - 7.4. will procure that the Talent irrevocably waives the benefits of and agrees not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction in respect of the Services and/or the Materials.
8. You agree to indemnify us in respect of all actions, claims, costs, losses and damages that may be brought against or suffered by us and/or the Commercial Associate (and our and their officers, employees and agents) arising directly or indirectly out of or in connection with any breach or non-performance or threatened breach or non-performance of any of the representations, undertakings and warranties given by you in this Agreement.
9. You agree that we shall be entitled but not obliged to set off any liability of you to us against any liability of us to you. This includes without limitation that we can deduct from any payments due to you any costs incurred by ITV or its agents on your or the Talent's behalf for any reason including but not limited to damage to third party property and/or any expenses and/or extras not specified in the Deal Terms.
10. ITV warrants and represents that it has full power, right and authority to enter into this Agreement and to fulfill its obligations as set out hereunder.
11. Subject always to: (i) the provisions of this Agreement; (ii) the due performance of your and the Talent's obligations herein; and (iii) the full execution and return of this Agreement; we shall pay to you the Charges in accordance with the Payment Terms. You agree that we shall be entitled to exploit the Services and Materials as set out in this Agreement without further payment and that payment of the Charges is full, complete and equitable consideration for all Services provided and for all rights, consents and benefits assigned and granted pursuant to this Agreement and the exploitation of the Services and/or Materials and that such payment includes an equitable pre-payment of any sums that may become due to you and/or the Talent in respect of any future exploitation. Except as expressly stated in the Deal Terms (if at all), nothing in this Agreement shall oblige ITV, in exercising any rights, to charge third parties (including members of the public) a fee.
12. Unless otherwise stated, the Charges will be exclusive of any VAT and similar taxes and duties that may be chargeable. We shall not pay VAT unless you have complied with the VAT requirements set out in the Deal Terms (including but not limited to the requirement to provide us with your valid VAT registration number and a correctly completed self billing agreement).
13. Each party shall be entitled but not obliged to charge interest on any sum payable by the other party under this Agreement which is not paid by the due date at the rate of two percent (2%) above the base rate from time to time of Barclays Bank plc., accruing (but not compounding) on a daily basis from the due date until payment is made (after as well as before judgment). The parties agree that this clause 13 is a substantial remedy for late payment of any sum payable pursuant to or in connection with this Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

14. Any moneys provided to be paid to you in accordance with this Agreement shall be subject to the laws and regulations in or applicable to any part of the world in which the Services are provided thereunder, including without limitation those laws and regulations relating to the imposition of governmental, state or local taxes which may be assessed on such moneys. An amount equal to the amount of tax (if any) so assessed and paid over by us to the tax authority concerned may be deducted from the moneys becoming due and payable to you.
15. You agree and acknowledge that this Agreement and the Charges are based on the Talent being available to perform the Services and that ITV may terminate this Agreement and not be liable to pay any outstanding Charges if the Talent is unable personally to render the Services for any reason. Where the Talent consists of a group of individual members, and a member or members of the Talent are absent and/or are unwilling and/or unable to perform the Services, you acknowledge that ITV in its absolute discretion shall determine whether remaining members may perform the Services. Where ITV decides that the remaining members shall not perform the Services, ITV shall not be liable to pay you or any of the Talent members regardless of whether the remaining members are ready and able to perform.
16. Except as expressly set out in the Deal Terms (if at all), ITV shall be under no obligation to exploit the Services and/or Materials or any part of them. Where in ITV's reasonable opinion, the locations or dates for the performance of Services need to be rescheduled for any reason, you shall use your reasonable endeavours to procure that the Talent provides the Services at such alternative location and/or on such alternative dates as notified by us.
17. Nothing in this Agreement shall limit either party's liability for death or personal injury resulting from its negligence (or that of its employees, agents or subcontractors), for fraud or for any other liability which cannot be limited or excluded by applicable law.
18. Subject always to clause 17 our liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed the Charges. We shall not be liable for (i) any loss of publicity or reputation in any circumstances even if we delay or abandon the Project or the use of the Services or terminate this Agreement at any stage; (ii) any loss or damage to your or the Talent's property; or (iii) any personal injury, ailment or the Talent's death arising out of or in the course of the engagement (if not caused by our negligence or fraud).
19. We shall be entitled to terminate this Agreement, the Project or the Services (or part thereof) at any time in our discretion. Where we terminate this engagement pursuant to this clause 19, we may at our sole discretion pay you a fair and reasonable sum for any Services already provided by the Talent. If no Services have been provided, no Charges will be payable.
20. We shall also be entitled by notice to you to terminate this engagement if you or the Talent fail, refuse or neglect to perform any of the obligations hereunder or are otherwise in breach of any undertaking or warranty contained in this Agreement or if any act or conduct by you or the Talent shall in our reasonable opinion prejudice the Project or if you suffer an event of insolvency. Where we terminate this engagement pursuant to this clause 20, no Charges shall be payable.
21. Notwithstanding termination of this Agreement for whatever reason we shall remain entitled to enforce any claim arising from any breach of this Agreement that may have occurred before termination; and all rights granted or assigned to us under this Agreement and the confidentiality provisions shall remain in full force and effect. Any provisions which expressly or impliedly survive expiry or termination of this Agreement for any reason whatsoever shall continue in full force and effect after expiry or termination.
22. In the event of breach by us of any obligations under this Agreement, your rights and remedies shall be limited to the rights (if any) to recover damages in any legal action. You agree that you shall not be entitled to any equitable remedies or relief (including but not limited to injunctive relief or an order for specific performance).
23. You shall and shall procure that the Talent shall keep confidential and shall not disclose to any third party any information, photographs or other material relating to the Services, us, the Project or anyone taking part in it unless expressly agreed by us in writing in advance.
24. You hereby give your consent and shall procure the Talent's consent to the holding and processing of your and the Talent's personal data in any form (whether obtained or held in writing, electronically or otherwise) by us or our authorised third parties for the purposes of the planning, administration and execution of the Project and/or the exploitation of our rights under the Agreement and/or processing of payment(s) when due (and to comply with statutory requirements of reporting information to Her Majesty's Revenue and Customs, where applicable).
25. We shall be entitled to assign or transfer the benefit of this Agreement and the Services and rights provided herein (or any part thereof) to any third party. Except as expressly permitted, you shall not assign, transfer, sub-contract, sub-license or deal in any other manner with this Agreement or any of the rights and obligations arising from this Agreement.
26. If we are delayed in, or prevented from, performing any of the provisions of this Agreement or if the Project is interrupted, delayed or cancelled by reason of an event of force majeure then such delay or non-performance shall not be deemed to be a breach of this Agreement and no loss or damage shall be claimed by you or the Talent by any reason thereof. We shall be entitled to terminate this Agreement and may, at our sole discretion, pay you a fair and reasonable sum for any Services already provided by the Talent. If no Services have been provided, no Charges will be payable.
27. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between you and us or the Talent and us.

28. Any rights acquired by ITV pursuant to this Agreement are acquired in addition and without prejudice to the rights acquired by any of the ITV group of companies pursuant to any other agreement between you and/or the Talent and a member of the ITV group of companies (including any agreement related to the production of any programme) and nothing in this Agreement shall operate so as to terminate or amend any such agreements. Subject to the foregoing, this Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether oral or in writing, between the parties relating to its subject matter. You acknowledge that, in entering into this Agreement, you have not relied on any statement or other representation other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud, fraudulent misstatement or fraudulent misrepresentation.
29. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and no variation of this Agreement shall be valid unless it is in writing signed by or on behalf of each of the parties to this Agreement.
30. You shall do and shall procure that the Talent shall do all such further acts and execute or procure the execution of all such further documents and instruments as we may require from time to time under this Agreement.
31. Subject to any express provisions to the contrary as set out in this Agreement any person who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
32. Any notice given under the terms of this Agreement shall be given in writing except where expressly provided otherwise and sent to the address for such party shown at the start of this Agreement, or such other contact details as may be subsequently notified for this purpose. Where a notice is sent to ITV, one copy shall also be sent to: Head of Legal, ITV Commercial and Legal, ITV Broadcasting Limited, 200 Gray's Inn Road, London, WC1X 8HF.
33. This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be construed and governed by the laws of England & Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Issue: April 2018