

FILMBANK DISTRIBUTORS LIMITED: SINGLE TITLE SCREENING LICENCE (STSL)

This licence records the terms upon which Filmbank Distributors Limited (Filmbankmedia) grants licences for the public screening of participating distributors' films in the United Kingdom, Isle of Man, Channel Islands and Eire. A full list of participating distributors is available from the Filmbankmedia website (www.filmbankmedia.com/stsl)

1 DEFINITIONS AND INTERPRETATION

1.1 In this Single Title Screening Licence ("Licence"), the following definitions apply, unless the context requires otherwise:

- **Advertised Non-Commercial Screening** means a screening where no charge for attendance at the screening is permitted but advertising of the screening both within and outside of the Screening Venue is permitted.
- **Advertising Terms & Conditions** means the terms and conditions contained in the Filmbankmedia Guidelines (www.filmbankmedia.com/stslguidelines) governing the advertising of screenings, as may be amended from time to time.
- **Box Office Returns or Commercial Returns** means the revenues or total box office revenue received from the ticket sales for the film screenings.
- **Box Office Returns Report** means Filmbankmedia's standard report to be completed by Exhibitor after the completion of all booked commercial screenings of a Film containing, without limitation, details of audience numbers, box office revenue and dates of screenings.
- **Commercial Outdoor Screening** means a screening in a temporary structure or open space with a screen installation or drive-ins where a charge can be made for attendance at the screening or event and advertising of the screening both within and outside of the Screening Venue is permitted.
- **Commercial Screening** means a screening where a charge can be made for attendance at the screening and advertising of the screening both within and outside of the Screening Venue is permitted.
- **Confirmation** means a written confirmation of Exhibitor's requested booking of a Film, issued by Filmbankmedia in Filmbankmedia's standard format and which will state whether a granted Licence is for an Advertised Non-Commercial Screening, a Commercial, a Commercial Outdoor Screening, a Non-Commercial Outdoor or a Non-Commercial Screening.
- **Delivery Charges** means the charges set out in the Filmbankmedia Guidelines payable by Exhibitor to Filmbankmedia in accordance with this Licence for the delivery and collection of the Materials.
- **Deposit** means the sum set out in the Filmbankmedia Guidelines payable by Exhibitor to Filmbankmedia to open an account in accordance with Condition 5.1.
- **Exhibitor** means the individual or entity that has opened an account with Filmbankmedia to make film bookings in accordance with this Licence.
- **Film** means the motion picture or other programmes set out in a Confirmation.
- **Filmbankmedia** means Filmbankmedia Distributors Limited with company number 1021212 and with its registered office at Warner House, 98 Theobald's road, London WC1X 8WB.
- **Filmbankmedia Guidelines** means the Filmbankmedia document titled "Guidelines for the Single Title Screening Licence" (as amended from time to time) which sets out details of Filmbankmedia's requirements for the delivery and collection of Materials and can be found at www.filmbankmedia.com/stsl
- **Filmbankmedia Rate Card** means the table of applicable Licence Fee rates at the time of the booking of the Film by Exhibitor and can be found at www.filmbankmedia.com/stsl
- **Licence Fee** means the licence fee for a film booking set out in the Filmbankmedia Rate Card and specifically for each film booking made by Exhibitor, as set out in a Confirmation.
- **Licence Period** means the day or days or the period specified in a Confirmation for the screening of the Film up to a maximum of thirty (30) days but subject to the provisions of Condition 4.12.
- **Materials** means the DVD, VHS video, UMD or Blu-ray Disc upon which the Film is contained or

any other film format supplied by Filmbankmedia (DVDs shall be for region 2 players only and videocassettes are available in VHS format only).

- Non-Commercial Outdoor Screening means a screening in a temporary structure or open space with a screen installation where no charge for attendance at the screening is permitted and advertising of the screening outside of the Screening Venue is not permitted.
- Non-Commercial Screening means a screening where no charge for attendance at the screening is permitted and advertising of the screening outside of the Screening Venue is not permitted.
- Own Copy Use means the Exhibitor using its own legitimately purchased copy of the Film on VHS video, DVD, UMD or Blu-ray Disc for the screening, in accordance with the terms of this Licence.
- Screening Venue means the venue where the screening of the Film is to take place (as set out in the STSL Application Form).
- STSL Application Form means Filmbankmedia's standard Single Title Screening Licence Application Form, whether in hard copy or the online form, to be completed by Exhibitor setting out details of Exhibitor's organisation and the Screening Venue which is necessary to open an account to make Film bookings in accordance with this Licence, a copy of which is available at www.filmbankmedia.com/stsl
- STSL Booking Form means Filmbankmedia's standard form to be completed by Exhibitor on each occasion that Exhibitor wishes to make a booking of a Film for a public screening and which will specify if the screening is to be an Advertised Non-Commercial Screening, a Commercial, a Commercial Outdoor Screening, a Non-Commercial Outdoor Screening or a Non-Commercial Screening, a copy of which can be found at www.filmbankmedia.com/stsl
- Territory means the United Kingdom (as defined in the Interpretation Act 1978).

1.2 In this Licence:

- a. references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinate legislation made under them;
- b. unless specified to the contrary, use of the singular is deemed to include the plural;
- c. any undertaking by Filmbankmedia or Licensee not to do any act or thing shall be deemed to include an undertaking not to permit or suffer or assist the doing of that act or thing; and
- d. the headings shall not affect interpretation. References to Conditions are to conditions of this Licence.

2 REQUEST AND CONFIRMATION

- 2.1 Exhibitor must complete and submit to Filmbankmedia a STSL Application Form (together with the Deposit in accordance with Condition 5.1) in order to be eligible to open an account to request Films and receive Confirmations. If Exhibitor is an individual, Exhibitor must be at least 18 years old to apply to open such account with Filmbankmedia. By completing a STSL Application Form, Exhibitor confirms that he/she is aged at least 18 years old. Exhibitor will complete and submit to Filmbankmedia a permanent change of address form if the contact details on the previously submitted STSL Application Form are out-of-date.
- 2.2 Once Filmbankmedia receives the completed STSL Application Form, it shall review the application and decide, at Filmbankmedia's sole discretion, whether or not to accept Exhibitor's application. Filmbankmedia reserves the right, at its absolute discretion, to reject Exhibitor's application to open an account without disclosing the reasons for such a rejection. If an application is rejected the Deposit will be returned within thirty (30) day from receipt of STSL Application Form.
- 2.3 Subject to Filmbankmedia accepting Exhibitor's application, Filmbankmedia shall notify Exhibitor of the personal account reference allocated to it and Exhibitor's account shall be open. Once Exhibitor's account is open, Exhibitor may submit a Film request to Filmbankmedia by completing a STSL Booking Form online or sending a copy of the form via email, fax or post. Issuing of a

Confirmation to Exhibitor's request for a Film booking is at Filmbankmedia's sole discretion. Without a Confirmation, Exhibitor shall have no right to screen the requested Film.

- 2.4 An issued Confirmation shall create a legally binding contract between Filmbankmedia and Exhibitor subject to the provisions of such Confirmation and this Licence which will be deemed to be incorporated into and be part of such Confirmation.
- 2.5 No variations to a Confirmation shall be binding unless agreed in writing between Filmbankmedia and Exhibitor.
- 2.6 In order to cancel the booking of a Film, Exhibitor must notify Filmbankmedia via the relevant option in the online booking system or by written notice to Filmbankmedia via email, fax or post. Cancellations may not be made by telephone. Exhibitor may cancel the booking of a Film, without incurring any cancellation fees, by notifying Filmbankmedia at least five (5) working days prior to the play date of such Film as stated in the Confirmation ("Cancellation Date"). Where Exhibitor cancels the booking of a Film for either a Commercial Screening or Non-Commercial Screening by notifying Filmbankmedia after the Cancellation Date, Exhibitor shall be liable to pay to Filmbankmedia £93 plus VAT as a cancellation charge. Notwithstanding the foregoing, if Exhibitor has notified Filmbankmedia in the STSL Booking Form that Exhibitor wishes to screen a Film with Own Copy Use then Exhibitor shall only be liable to pay a cancellation charge of £79 plus VAT to Filmbankmedia if Exhibitor notifies Filmbankmedia of the cancellation of a Commercial Screening or Non-Commercial Screening after the scheduled play date of such Film as stated in the Confirmation.
- 2.7 A contract for the screening of a Film created by a Confirmation may be cancelled by Filmbankmedia at no charge to Filmbankmedia or Exhibitor on reasonable grounds including without limitation the non-availability or withdrawal of any Materials or where Filmbankmedia has reasonable grounds to believe that Exhibitor may be involved in unauthorised screenings.

3 DELIVERY

- 3.1 Except where Exhibitor notifies Filmbankmedia that it wishes to screen the film with Own Copy Use, Exhibitor shall include in a STSL Application Form and in each STSL Booking Form the exact address to which Exhibitor will require the Materials to be delivered ("Despatch Address").
- 3.2 Once a Confirmation has been issued Filmbankmedia will send the required Materials for the requested Film to the Despatch Address via the Royal Mail's Special Delivery Service (or such other delivery service as Filmbankmedia deems appropriate). Extra Delivery Charges as set out in the Filmbankmedia Guidelines may be levied by Filmbankmedia for requests for deliveries with a shorter delivery time of four (4) days prior to the intended screening date. Filmbankmedia will not be responsible or liable in any way if Materials go missing.
- 3.3 Royal Mail and Parcelforce can only deliver to Exhibitor's attended premises during normal business hours. The Parcelforce service is available to Exhibitors in N. Ireland, Isle of Man, Eire, the Scottish Islands and the Channel Islands but special Delivery Charges may apply for these areas as set out in the Filmbankmedia Guidelines. Costs incurred by Exhibitor arising from the use of any other form of carriage than as set out in this Condition 3.3 in returning Materials will be borne solely by Exhibitor.
- 3.4 Exhibitor shall check the Materials in their entirety immediately upon receipt. Any damage to or defects in the Materials must be reported to Filmbankmedia before the first intended screening or damage and defects will be deemed to have been caused by the Exhibitor and Filmbankmedia may not be able to transport replacement Materials in time for the intended screening date.
- 3.5 Upon completion of the screening of the Film:
 - a. for DVDs, VHS videos, UMDs and Blu-ray Discs: Exhibitor shall on the date set out in the

Confirmation immediately return the Materials to Filmbankmedia's Bonded Services Warehouse (by placing the material in the self addressed return envelope) via the Royal Mail's Special Delivery Service (or such other delivery service as Filmbankmedia notifies Exhibitor in writing as being appropriate) by using the prepaid envelope enclosed with the Materials. Exhibitor shall keep a copy of the Royal Mail tracking number provided for such return delivery and advise Filmbankmedia of such tracking number upon Filmbankmedia's request to enable Filmbankmedia to track the movements of the Materials in case of loss. Provision of such tracking number shall be Exhibitor's sole proof that Exhibitor has returned the Materials. All Materials must be returned in their own Filmbankmedia supplied prepaid envelope with an individual tracking number; and

b. for Own Copy Use: Exhibitor will not have any Materials to return to Filmbankmedia.

3.6 If Exhibitor fails to return the Materials on the date set out in the Confirmation then Filmbankmedia may at Filmbankmedia's discretion charge Exhibitor additional late fee charges to the Licence Fee value per screening set out in the Confirmation for each day of delay in returning the Materials.

3.7 Exhibitor shall rewind all VHS video cassettes before returning them. Failure to do so may result in extra Delivery Charges as set out in the Filmbankmedia Guidelines.

3.8 If Materials are damaged whilst in the custody of Exhibitor then Exhibitor will be liable for the full replacement costs of such damaged Materials and such payment will be made within thirty (30) days of receipt of Filmbankmedia's invoice for such costs. If Exhibitor returns damaged Materials to Filmbankmedia, Filmbankmedia will notify Exhibitor so that Exhibitor can arrange for Exhibitor's screening apparatus to be checked. Filmbankmedia may at Filmbankmedia's discretion terminate the booking account of any Exhibitor who regularly returns damaged Materials.

4. LICENCE

4.1 Subject to the full and timely payment by Exhibitor to Filmbankmedia of the Licence Fee and Delivery Charges together with all other amounts payable under the relevant Confirmation, and Exhibitor's performance in full of all of Exhibitor's obligations in the relevant Confirmation and in this Licence, Filmbankmedia grants to Exhibitor the non-exclusive right and licence under copyright for Exhibitor to exhibit the Film in the Territory only and at the Screening Venue to members of the audience stated in the relevant Confirmation and the STSL Booking Form during the applicable Licence Period.

4.2 The Films made available by Filmbankmedia will be motion pictures or other programmes owned by third parties and the Licence shall be subject at all times to the specific terms and conditions of Filmbankmedia's distribution agreement with such third parties.

4.3 The Licence does not permit screening to the general public or screening of the Film otherwise than in its entirety including without limitation credit titles, trademarks and censorship certificate. Screening of extra features on DVDs, VHS videos, UMDs or Blu-ray discs including without limitation audio commentaries, documentaries and deleted scenes are not permitted under the Licence. Screening by broadcast, diffused or digital systems including without limitation closed-circuit or any other similar methods of transmission by Exhibitor are strictly prohibited except with the prior written consent of Filmbankmedia. Screening using any format of the Film other than VHS video, DVD, UMD or Blu-ray disc is strictly prohibited (including without limitation 35mm, 16mm or digital files).

4.4 If the Confirmation states that the Licence provided is for an Advertised Non-Commercial Screening, a Commercial or a Commercial Outdoor Screening shall be permitted to advertise the Film so that such advertising may be seen, heard or received by the general public or by a membership group. Any such advertising must be in accordance with the Advertising Terms & Conditions (www.filmbankmedia.com/stslguidelines) and Exhibitor must submit any such advertising materials to Filmbankmedia for approval. Upon request by Filmbankmedia and at

Filmbankmedia's sole discretion, Exhibitor must alter or remove any advertising material as communicated by Filmbankmedia to Exhibitor.

- 4.5 If the Confirmation states that the Licence provided is for a Non-Commercial Screening or a Non-Commercial Outdoor Screening the Exhibitor shall be permitted to advertise the Film so that such advertising may take place within the premises of the screening to the members of a club and/or by an email or newsletter to club members only to promote the Film. Advertising screenings on websites that can be accessed by the general public is not permitted, although advertising on a members' only website accessible by password is permitted. (Filmbankmedia may need to obtain special permission from the copyright owners for the use of certain advertising materials and Exhibitor shall submit to Filmbankmedia all advertising materials which are intended to be used.)
- 4.6 Exhibitor shall be permitted to charge for admission to the screening of the Film if the Licence provided is for a Commercial Screening or a Commercial Outdoor Screening. Exhibitor shall not be permitted to charge for admission to the screening of the Film if the Licence provided is for an Advertised Non-Commercial Screening, Non-Commercial Outdoor Screening or a Non-Commercial Screening, although members of a club may pay an annual subscription or membership fee for entrance to non-commercial screenings.
- 4.7 No goods, services, organisations or events shall be endorsed or promoted in connection with screening of the Film by Exhibitor without the prior written approval by Filmbankmedia.
- 4.8 No cutting, editing, alteration, adaptation or copying of any Film shall be permitted.
- 4.9 Own Copy Use shall be permitted if Exhibitor notifies Filmbankmedia of this when completing the STSL Booking Form. Exhibitor is responsible for ensuring that the VHS video, DVD, UMD or Blu-ray Disc used is a legitimate copy of the Film authorised for screening by the owner of the copyright in the Film and that it was purchased from a legitimate retail outlet within the Territory. The Licence does not cover any films which have not yet been released for sale or rental in the Territory.
- 4.10 The Licence does not include the right to perform in public (as part of a screening or otherwise) the musical compositions embodied in the soundtrack of a Film.
- 4.11 Screenings of Films must take place indoors and in premises which are fully enclosed. Such premises may be fixed or mobile but if the premises are mobile Exhibitor must notify Filmbankmedia as special terms and conditions may apply. If the premises are mobile and the Licence has been granted then the Licence shall only apply when the premises are in the Territory.
- 4.12 Screenings of films for outdoor screenings may take place in a temporary structure or open space with a screen installation or drive-in, however special terms apply. Please contact Filmbankmedia on info@filmbankmedia.com for further information.
- 4.13 The Licence Period set out in a Confirmation will automatically terminate if there occurs a period in excess of seven (7) days following a screening of a Film before another screening of such Film takes place. Upon such termination the Materials will be returned in accordance with Condition 3.4.

5. CHARGES AND PAYMENT

- 5.1 Exhibitor will pay to Filmbankmedia the Deposit upon submission of the STSL Application Form, which may change from time to time. The Deposit will be held on account by Filmbankmedia until the account of the Exhibitor is terminated by either Filmbankmedia or Exhibitor and will be returned by Filmbankmedia provided all outstanding Licence Fees and Delivery Charges have been paid in full and all Materials have been returned. Without prejudice to Filmbankmedia's rights to recover all such outstanding sums in full from Exhibitor, the Deposit may be retained by Filmbankmedia as payment for any such outstanding sums.

- 5.2 The applicable Licence Fee for a Commercial Screening of a Film will be the higher of either (a) the minimum guarantee amount stated in the Filmbankmedia Rate Card ("Minimum Guarantee") or (b) the percentage share set out in the Filmbankmedia Rate Card of all monies and other consideration received by Exhibitor for customer admission to the screening of the Film and any additional associated charges made to the customer less VAT ("Box Office Revenue").
- 5.3 In order to calculate the applicable Licence Fee for a Commercial Screening of a Film in accordance with Condition 5.2, Exhibitor shall send to Filmbankmedia within seven (7) days of completion of the Film screenings a completed, correct and accurate Box Office Returns Report.
- 5.4 The applicable Licence Fee for a Non-Commercial Screening of a Film will be the flat fee amount for the relevant number of screenings stated in the Filmbankmedia Rate Card.
- 5.5 Using the information provided in the Box Office Returns Report (for Commercial Screenings) and the rates stated in the Filmbankmedia Rate Card, Filmbankmedia will calculate the Licence Fee payable and submit to Exhibitor an invoice for such sums as well as for any Delivery Charges and any other sums due under a Confirmation (together with any VAT) ("Invoice"). For Commercial Screenings the Invoice will be submitted by Filmbankmedia to Exhibitor after receipt of the Box Office Returns Report. For Non-Commercial Screenings the Invoice will be submitted by Filmbankmedia to Exhibitor after the Confirmation is dispatched and 5 days prior to the screening date. Payment of the Invoice shall be made by Exhibitor to Filmbankmedia within fourteen (14) days of the date of the Invoice. In the event that a Box Office Returns Report is not provided to Filmbankmedia in accordance with Condition 5.3, Filmbankmedia may at Filmbankmedia's discretion invoice Exhibitor the Minimum Guarantee or use a standard admission price as the consideration to calculate the Licence Fee
- 5.6 Exhibitor is responsible for all royalties, licence fees and other payments due in respect of the performing rights in any music and the mechanical reproduction of any recordings in the Film exhibited by Exhibitor (including without limitation to the UK's Performing Rights Society).
- 5.7 If Exhibitor fails to pay any amount payable under a Confirmation on or before the payment due date, Exhibitor shall, subject to written demand by Filmbankmedia, pay interest on the overdue amount at the rate of three per cent (3%) per annum above Barclays Bank Plc's base rate, as such rate is publicly quoted on the payment due date. Interest shall accrue on a monthly basis (accruing first on the date thirty (30) days after the payment due date and every thirty (30) days thereafter) until the day of actual payment.
- 5.8 Exhibitor shall upon Filmbankmedia's request provide Filmbankmedia and Filmbankmedia's authorised agent with access to the Screening Venues to check the accuracy of the Box Office Revenue and Licence Fee calculations. Exhibitor shall upon Filmbankmedia's request provide Filmbankmedia with evidence necessary to verify the number of customer admissions and/or admission charges to a Film screening. If Exhibitor has under-reported customer admissions or otherwise incorrectly stated the Box Office Revenue and Licence Fee calculations, then in addition to any other rights and remedies Filmbankmedia may have, Filmbankmedia may invoice Exhibitor for the under reported amount, Filmbankmedia's audit expenses and interest for late payment in accordance with Condition 5.7, which amounts shall be paid to by Exhibitor within one (1) week of Exhibitor's receipt of Filmbankmedia's invoice for such sums.
- 5.9 Without prejudice to any other rights and remedies available to Filmbankmedia in law or under this Licence, Exhibitor acknowledges and agrees that, where Exhibitor fails, in each case within the time periods specified in this Licence to:
- a. provide a Box Office Returns Report; and/or
 - b. pay an invoice due under this Licence,
- then Filmbankmedia shall be entitled to charge Exhibitor a reasonable administration fee to cover

the reasonable costs and/or losses incurred by Filmbankmedia in notifying Exhibitor of such failure and requesting that Exhibitor remedy such failure ("Administration Fee").

- 5.10 Filmbankmedia may submit invoices to Exhibitor for the Administration Fee at any time and Exhibitor shall pay such invoices in accordance with the provisions of this Clause 5.

6. EQUIPMENT

Exhibitor shall ensure that the equipment for film presentation and sound reproduction used for the screening of the Film is in good and efficient working order.

7. EXCLUDED RIGHTS

Nothing contained in this Licence or a Confirmation shall be construed as a licence to copy any Film, to issue copies of any Film to the public, to rent or lend any Film to the public, to communicate any Film to the public (including without limitation by way of broadcast or making available by electronic transmission) or to perform, show or play any Film in public other than in accordance with the terms expressly set out in this Licence or a Confirmation.

8. TERMINATION

- 8.1 Filmbankmedia may terminate the contract formed by a Confirmation with immediate effect by notice in writing to Exhibitor if (a) Exhibitor is in material breach of any of Exhibitor's obligations in such a Confirmation and/or this Licence or (b) the copyright owner of a Film licensed by a Confirmation withdraws the screening rights.

- 8.2 Filmbankmedia's rights under Condition 8.1(a) are without prejudice to any other rights Filmbankmedia may have hereunder or at law in relation to termination of a Confirmation including without limitation any right to damages.

- 8.3 Either Filmbankmedia or Exhibitor may terminate the contract formed by a Confirmation with immediate effect by notice in writing to the other if (a) such other party becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; (b) such other party ceases or threatens to cease to carry on the whole or a substantial part of its business; (c) such other Party compounds or makes any voluntary arrangement with its creditors; (d) a resolution is passed (otherwise than for the purpose of solvent amalgamation or reconstruction) or an order is made for the winding up of such other party; (e) such other party is the subject of a notice of intention to appoint an administrator or liquidator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order or has an administrator appointed over it; (f) a receiver or administrative receiver is appointed over all or any of that other party's assets or undertaking; (g) an encumbrancer takes possession of any of such other party's property; (h) such other party suffers any similar action due to debt, including any without limitation distraint over any of its assets; (i) such other Party is dissolved; (j) or if the equivalent of any of the events described in this Condition 8.3 occurs in relation to such other party under the laws of any jurisdiction.

- 8.4 Upon termination of the contract formed by a Confirmation, all Materials will be immediately returned to Filmbankmedia and all sums due under such Confirmation (including without limitation the Licence Fee) will become immediately payable and Condition 5.7 will apply from such payment due date.

9. MISCELLANEOUS

- 9.1 Except as required by law, both Filmbankmedia and Exhibitor shall procure that all confidential information disclosed by one to the other in accordance with this Licence and a Confirmation shall remain confidential and shall not be disclosed to any third party. Neither party will publish nor permit to be published any information about their relationship, unless that information has

first been approved for publication by the other. Filmbankmedia and Exhibitor shall comply with all applicable laws, regulations and directives relating to data protection.

- 9.2 Any notice to be given under a Confirmation or this Licence shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it at or sending it to the correspondence address stated in the Confirmation.
- 9.3 If either Filmbankmedia or Exhibitor is prevented from performance of its obligations in a Confirmation beyond its reasonable control the other may terminate the order formed by such Confirmation immediately on service of written notice upon the party so prevented in which case neither Filmbankmedia nor Exhibitor shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 9.4 No forbearance or delay by either Filmbankmedia or Exhibitor in enforcing its respective rights under this Licence or at law or in equity by statute or otherwise will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 9.5 Subject to the specific limitations set out in a Confirmation, no remedy conferred by any provision of a Confirmation or this Licence is intended to be exclusive of any other remedy except as expressly provided for in a Confirmation and each and every remedy shall be cumulative and shall be in addition to every other remedy given under a Confirmation or existing at law or in equity by statute or otherwise.
- 9.6 If any of the provisions of a Confirmation or this Licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced unless the substantive purpose of a Confirmation or this Licence is then frustrated, in which case either Filmbankmedia or Exhibitor may terminate the contract formed by such Confirmation immediately on written notice.
- 9.7 Filmbankmedia and Exhibitor shall do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as the other may from time to time reasonably require for the purpose of giving such other party the full benefit of the provisions of a Confirmation.
- 9.8 Filmbankmedia and Exhibitor are independent contractors and neither is agent for the other, nor has any authority to make any contract, whether expressly or by implication, in the name of the other, without such others prior written consent for express purposes connected with the performance of a contract formed by a Confirmation.
- 9.9 Each Confirmation and the documents referred to in it (including without limitation this Licence, Filmbankmedia Rate Card and the Filmbankmedia Guidelines) constitute the entire agreement and understanding of Filmbankmedia and Exhibitor in respect of the Film booking and supersede any previous agreement between them, usage, course of dealing or custom relating to the subject matter of such Confirmation. Neither Filmbankmedia nor Exhibitor shall rely on nor have any remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Filmbankmedia and Exhibitor or not) other than as expressly set out in a Confirmation as a warranty. The only remedy available to it for breach of any such warranty shall be for breach of contract under the terms of a Confirmation and this Licence. Nothing in this Condition 9.9 shall however operate to limit or exclude any liability for fraud.
- 9.10 No provision of this Licence and of a Confirmation is intended to confer a benefit on, or to be enforceable by, any person who is not Filmbankmedia and Exhibitor and any rights that a third party might have bestowed by the Contracts (Rights of Third Parties) Act 1999 are specifically excluded.

- 9.11 Exhibitor may not assign a contract created by a Confirmation or any benefits or interests arising under such a contract without the prior written consent of Filmbankmedia. Filmbankmedia may make such an assignment without restriction.

A contract formed by a Confirmation shall be governed by and construed in accordance with the laws of England and Filmbankmedia and Exhibitor submit to the non-exclusive jurisdiction of the English courts in respect of any disputes arising under a Confirmation.

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