

GUIDELINES FOR THE SINGLE TITLE SCREENING LICENCE(STSL)

INTRODUCTION

The STSL is a screening licence which allows you to show a film in public on a title by title basis. If you wish to screen a film outside of the home or traditional cinema you will require permission from the copyright owner.

Filmbankmedia works on behalf of the copyright owners and can provide an appropriate licence for any approved screening. The terms of the Single Title Screening Licence can be viewed at www.filmbankmedia.com/stsl.

Below is an explanation of the application process for, and a summary of the terms of, the Single Title Screening Licence. Please note that this explanation is by way of guidance only and, although it sets out Filmbankmedia's views as to the interpretation of the Single Title Screening Licence, it does not affect the terms of the Single Title Screening Licence.

TERMS

Throughout the document, you the customer are known as an "Exhibitor" or "Licence Holder". Filmbankmedia as "Filmbankmedia".

"Copyright Owners" are the companies who own the copyright to the film.

SINGLE TITLE SCREENING LICENCE OVERVIEW

The following summarises the conditions under which a Single Title Screening Licence is granted and the conditions applicable to each different type of screening. It is not a comprehensive list of terms, so please refer to the Single Title Screening Licence terms and conditions to ensure your planned usage of film is covered by this licence.

ALL SCREENINGS

- The film must be screened at premises in the United Kingdom (that is England, Wales, Scotland and Northern Ireland), the Isle of Man, the Channel Islands and Eire.
- There must be no cutting, editing or copying of the film.
- Films must not be used to promote or endorse any product, service, organisation or event by Filmbankmedia or any person, company or corporation connected or associated with the film, its production or distribution except the screening of the film itself. Please contact Filmbankmedia at info@filmbankmedia.com, if you wish to plan such an event or for further information.
- Upon Filmbankmedia's request, you must alter or remove any advertising.

INDOOR SCREENINGS (COMMERCIAL AND NON-COMMERCIAL)

1. COMMERCIAL SCREENINGS

Commercial screenings are defined as screenings where a charge is made to the audience.

- Advertising of the screening to the general public is permitted, either internally (e.g. posters inside the venue for the screening) or externally (e.g. advertisements in a local newspaper, newsletter, social media or website).
- You may charge a ticket price for the screening.
- The Exhibitor/Licence Holder rate for these screenings are based on a minimum guarantee or 35% of total box office whichever is greater. The minimum guarantee rates can be found on www.filmbankmedia.com/stsl.
- Once the screening date has passed, you are required to complete an online Box Office Returns Form within 7 days of the screening.
- Following completion of this form and subject to total screening revenues, Filmbankmedia will calculate the overall cost of the screening based on 35% of the ticket sales.
- The licence fee payable is the higher of:
 - a. the applicable minimum guarantee stated in the Filmbankmedia Commercial rate card; or
 - b. 35% of all monies and other consideration received for audience admission less VAT.

2. NON-COMMERCIAL SCREENINGS (FREE SCREENINGS WITH INTERNAL ADVERTISING ALLOWED)

Non-commercial screenings are defined as screenings where no charge is made.

- Members of a club may be charged an annual subscription / membership fee only.
- You may advertise internally (e.g. posters inside the venue, newsletter or members only website and/or intranet site).
- Advertising on websites which can be accessed by the general public is strictly prohibited, but advertising on a member's only website and/or intranet is permitted provided that access to the website is restricted by password.
- Non-commercial rates are based on a flat rate fee as set out on the Filmbankmedia Non-Commercial rate card (which can be viewed at www.filmbankmedia.com/stsl).

3. ADVERTISED NON-COMMERCIAL SCREENINGS (FREE SCREENINGS WITH INTERNAL AND EXTERNAL ADVERTISING ALLOWED)

- These are defined as screenings where no charge is made but there is advertising of the screening to the general public.
- External advertising of the screening to the general public is permitted, (e.g. advertisements in a local newspaper, newsletter and/or website). However advertising will need to be submitted to Filmbankmedia for approval.
- Rates are based on a flat rate fee as set out on the Filmbankmedia Advertised Non-Commercial rate card (which can be viewed at www.filmbankmedia.com/stsl).
- These rates are based on the audience size and number of screenings plus a minimum of £50.00 per screening.

OUTDOOR SCREENINGS (COMMERCIAL AND NON-COMMERCIAL)

- It is a requirement of the Single Title Screening Licence that if films are screened outdoors, for example: screenings on outdoor patios or terraces, gardens, marquee, outdoor sport facilities or car parks that you follow the Outdoor Events and Festivals application/booking process.
- Please contact Filmbankmedia on info@filmbankmedia.com for further information.

4. COMMERCIAL OUTDOOR SCREENINGS

Commercial Outdoor Screenings are defined as screenings where a charge is made to the audience.

- Advertising of the screening to the general public is permitted, either internally (e.g. posters inside the venue for the screening) or externally (e.g. advertisements in a local newspaper, newsletter or website).
- You may charge a ticket price for the screening.
- The Exhibitor/Licence Holder rate for these screenings are based on a minimum guarantee or 40% of total box office whichever is greater (exceptions may apply). The minimum guarantee rates can be found on www.filmbankmedia.com/stsl.
- Once the screening date has passed, you are required to complete an online Box Office Returns Form within 7 days of the screening.
- Following completion of this form and subject to total screening revenues, Filmbankmedia will calculate the overall cost of the screening based on 40% of the ticket sales.
- The licence fee payable is the higher of:
 - a. the applicable minimum guarantee stated in the Filmbankmedia Outdoor Commercial rate card; or
 - b. 40% of all monies and other consideration received for audience admission less VAT.

5. NON-COMMERCIAL OUTDOOR SCREENINGS

Non-commercial Outdoor Screenings are defined as screenings where no charge is made.

- Non Commercial Outdoor screenings are charged at a flat rate as set out on the Filmbankmedia Outdoor screening rate card (which can be viewed at www.filmbankmedia.com/stsl). These rates are based on the maximum screening venue capacity.
- Advertising on websites which can be accessed by the general public, both internally and externally, is permitted.
- Non-commercial rates are based on a flat rate fee as set out on the Filmbankmedia Non-Commercial rate card (which can be viewed at www.filmbankmedia.com/stsl).

VENUE CAPACITY

- Means the number of people the structure can accommodate or in the case of an open no structure venue the number of people who can access the event.
- Please refer to your Temporary Event Notice (TEN) provided by the council your legal capacity
- For Drive-ins this means the number of cars which can be accommodated on the site. This shall not include vans, coaches or buses. Calculations for fees are based on a nominal maximum of 4 people per car.

NON UK SCREENINGS

For further information, please contact Filmbankmedia on info@filmbankmedia.com or T: +44 (0) 20 7984 5957/8.

ADVERTISING

Advertising materials include digital images, text, illustrations, photographs, designs, and logos and such advertising must be submitted to Filmbankmedia for approval.

Further details on the use of advertising materials can be found in the terms and conditions of the Single Title Screening Licence www.filmbankmedia.com/stsl/termsandconditions

Upon Filmbankmedia's request, advertising materials must be destroyed or returned to Filmbankmedia at no cost to Filmbankmedia.

ENDORSEMENT, SPONSORSHIP AND THIRD PARTY PROMOTION

Screenings of films under the Single Title Screening Licence cannot be used so as to create the impression that the film producer or distributor or the film's talent including stars or cast have given any approval or endorsement of any goods, services, organisations or events.

In addition, screenings of films cannot be used to create the impression that Filmbankmedia is connected or associated with any third party goods, products, services, organisations or events (other than the films).

Sponsorship directly linking the Exhibitor's event (ie "Summer Film Nights in association with Joe Blogg's Clothing") may be possible but will require Filmbankmedia's written approval

Sponsorship with a direct link to the film (ie "Joe Blogg's Clothing presents The Lego Movie") is strictly prohibited

For further information on advertising, endorsement, sponsorship or third party promotion please refer to Filmbankmedia's "Do's and Don'ts" document or contact Filmbankmedia on info@filmbankmedia.com.

THE APPLICATION PROCESS – OPENING AN ACCOUNT ONLINE

* If you wish to set up an account via post then please contact info@filmbankmedia.com for an application form

1. REGISTRATION

To open a new account with Filmbankmedia, you will need to register online by completing the online application form and make a £150 deposit payment using our online payment system. Any online payment will at all times be subject to the terms and conditions of our online payment processor. Your registration details (password and login details) will then be emailed to you. Please note you will need a Debit or Credit Card to use the online payment system. If you do not wish to pay via Debit or Credit Card, please see section marked 'Other'.

2. DEPOSIT PAYMENT

A deposit of £150.00 is required to open an account with Filmbankmedia (this deposit is fully refundable upon closure of the account subject to all outstanding invoices being cleared, all commercial returns submitted and all films returned to Filmbankmedia). Deposit payments may change from time to time. Please check Filmbankmedia's website www.filmbankmedia.com/stsl for details.

3. CONFIRMATION THAT YOUR ACCOUNT IS OPEN

Once you have completed the online registration process and paid your deposit, and it has been approved by Filmbankmedia you will receive notification of your personal account reference number (for identification purposes) by email. Once you have received your reply email with the registration details (password and login details) after submittal of your online application and you have received your unique account reference number, your Single Title Screening Licence account is active and you are ready to book.

4. FILMS COVERED BY THE SINGLE TITLE SCREENING LICENCE

The Single Title Screening Licence covers all films included in our database. You can search our film database by visiting our website at www.filmbankmedia.com/stsl. Search for a film using the search facility or for a detailed search you can use the advanced search facility. However, if you are still unable to find the film you are requesting, please contact Filmbankmedia at info@filmbankmedia.com and we will try our best to help you. Alternatively you can contact the Independent Cinema Office by emailing enquiries@independentcinemaoffice.org.uk.

Filmbankmedia generally receives titles 3 to 4 months after cinema release on a “Special Non Theatrical Edition” DVD format. Limited titles are available on these “Special Non-Theatrical Edition” DVDs in this pre-home entertainment window and are watermarked. These “Special Non-Theatrical Edition” DVDs can only be sourced from Filmbankmedia. Other titles are available in home entertainment window only and may be available on regular DVD, Blue Ray and or as “Own Copy Use”.

You can check cinema release dates by visiting www.launchingfilms.com.

Filmbankmedia also provides a “New Releases & Coming Soon” section on our website, where you will be able to find information on titles and when they will be available for booking. Filmbankmedia will update the Single Title Screening Licence page of the website as soon as a film is released in cinemas in the United Kingdom. The status of some films may be “Coming Soon whilst we await clearance dates from the studios. For further information please contact Filmbankmedia at info@filmbankmedia.com

Please note Film availability dates are at the sole discretion of the Copyright Owners and are subject to change from time to time.

5. BOOKING A FILM

You can book a film via the login section on the website. Filmbankmedia advises that you allow sufficient time to book prior to your screening date for approval and despatch of your film. Please note: A booking made within 5 working days prior to your screening may incur a late booking charge. Films may be available on different formats, the online system will display the available formats for each title requested. Formats may include: VHS, DVD, Blue Ray, “Own Copy Use” and Special NT Edition DVD For more details please follow the online booking process.

6. “OWN COPY USE BOOKING”

There is an option on the online booking system to select “Own Copy Use” or for email/post/fax bookings, you may select the “Own Copy Use” format box. This option produces an “Own Copy Use” booking granting you the right to purchase/use your own DVD/Blu-ray//VHS copy of the film. The film must be purchased or obtained from a legitimate source for example a UK Retail shop or Rental shop.* (please see below)

7. CONFIRMATION OF BOOKING

Once your booking has been placed, it is then sent to Filmbankmedia for approval. Once your booking has been approved you will receive a system generated “Confirmation of Booking” by email within 24 hours.

8. CHANGING OR AMENDING A BOOKING OR PERSONAL DETAILS

Please check that the details on your Confirmation are correct (i.e. film title, screening date, format and despatch address). Using the online booking system you will be able to:

- a. Amend your booking
- b. Cancel a booking
- c. Edit personal details such as address or contact details
- d. View and pay invoices

Please note: Any changes to a booking or cancellations must be done within the following allotted time frames as cancellation charges may apply:

- a. “Own Copy Use” – changes and or cancellations need to be made no less than 24 hours prior to the screening.
- b. Filmbankmedia provided material – changes and or cancellations need to be made before invoicing or despatch of materials whichever is sooner.

Please check the cancellation procedure below for more information.

9. INVOICING AND PAYMENT

The licence fee payable is calculated in accordance with the Filmbankmedia Single Title Screening Rate Card. The current Filmbankmedia Single Title Screening Rate Card is available at www.filmbankmedia.com/stsl.

10. INVOICING AND PAYMENT

If your screening is a Non-Commercial (No Charge Internal Advertising), or Advertised Non-Commercial Screening (No Charge External Advertising Screening), you will be booking under Filmbankmedia's flat rate pricing and an invoice will be generated automatically. Once you have placed your booking online then an invoice will be generated 5 days prior to your screening and is available for payment online within 14 days of the invoice date.

If your screening is a Commercial Screening, then an invoice will only be generated once you have completed your Box Office returns form online.

Please note that the fee is subject to VAT. Payment can only be made once an invoice has been raised. You can pay an invoice online using a credit or debit card.

Please see the Single Title Screening Licence terms and conditions for further details on credit/debit card payments online.

If you do not pay an invoice by the invoice due date or if you have not inputted your Box Office returns form for a particular booking, your account may be placed "on hold".

Upon Filmbankmedia's request you will be required to provide details of the screening, including the address of the premises.

WHAT TO DO IF A FILM IS FAULTY

Once your film is booked, it should arrive between 1 to 4 days before the screening date (excluding an "Own Copy Use" booking). This is to allow you time to check the film in full for any faults before your screening.

Having checked the film in full before your screening, if you notice a fault (that is not a result of the copy being a "Special Non Theatrical Edition"), you will need to re-book a replacement copy immediately. Please contact Filmbankmedia with a completed Faulty Film Form which can be found at www.filmbankmedia.com/stsl. Filmbankmedia will then book a replacement copy of the film for you. If Filmbankmedia is not notified of a faulty film in writing prior to the screening date, full flat fee or minimum guarantee charges will apply.

"Special Non-Theatrical Edition" DVDs are defined as DVDs legitimately produced on behalf of the Copyright Owners from legitimate masters in studio appointed labs for use in the special early window or pre-home entertainment window. These DVDs may have compatibility issues on some high spec DVD players who may not recognise these "Special-Non Theatrical Edition" discs. If this occurs please notify Filmbankmedia via info@filmbankmedia.com with the make and model of the player. Either another player needs to be used to play these "Special Non-Theatrical DVDs" or the DVD needs to be replaced with a home entertainment DVD instead.

Please note that we may not have the same title in a home entertainment DVD if booked in the pre-home entertainment window.

EXCLUDED RIGHTS

The Single Title Screening Licence is not a licence to make copies of films or to distribute films in any way whatsoever other than under the terms of the Single Title Screening Licence, nor does it allow you to copy, alter, adapt or edit a film.

Therefore, it is not possible under the Single Title Screening Licence to record a film from television.

Please note also that the Single Title Screening Licence does not give you the right to perform any musical compositions embodied in the soundtrack of any film. You will need to check license requirements on www.prsformusic.com.

DELIVERY

Delivery / freight charges for screening materials delivered by Filmbankmedia are £14.00 per copy and will be delivered in England, Scotland and Wales via Royal Mail Special Delivery services to and from the delivery address provided to Filmbankmedia. For charges outside of England, Scotland and Wales please contact Filmbankmedia on info@filmbankmedia.com.

Please note that Filmbankmedia must be able to track each individual DVD, Blue Ray, or VHS both when being sent out to you and when it is being returned. We therefore require that each copy shipped to and from our warehouse has its own envelope and tracking number.

All films should arrive 1 to 4 days before your screening date to the delivery address specified at the initial account registration stage. Filmbankmedia are not liable for any cancellations that may occur due to a film not being delivered. If there is nobody present to receive the film at the delivery address, the full booking fee will apply.

RETURNS

Please return all materials to the warehouse using the specially provided pre-paid envelope by the due date specified on your confirmation sheet. Please note that you may be charged for each and every day DVD materials are late.

It is your responsibility to provide a tracking number when returning the screening materials to Filmbankmedia, upon request. The tracking number can be located on the pre-paid return envelope provided to you for each booking.

Please contact Filmbankmedia if you have a problem returning your materials.

POTENTIAL CHARGES

LATE BOOKING CHARGE	If a booking is made within 4 working days prior to your screening then you may be charged a late booking fee per booking.
LATE FILM RETURN CHARGE	If the film is not returned to our warehouse by the date stated on the "Confirmation of Booking" then a late film return fee will be charged at licensed rate (excluding VAT) for each and every day the film is late.
LOST, STOLEN OR DAMAGED CHARGE	If you report a film lost, stolen or damaged then Filmbankmedia will follow a procedure to report the film to FACT (Federation Against Copyright Theft) and the owning studio. A charge may apply at the discretion of the Copyright Owner or its representative.
CANCELLATION OF BOOKING CHARGES AND PROCEDURE	You may cancel a booking prior to your screening date, however the following rules will apply: <ul style="list-style-type: none"> • If you cancel a booking within 5 working days prior to the screening start date and the film has not been despatched, or the invoice has been raised, you will be charged a cancellation fee (excluding VAT). • If you cancel a booking within 5 working days prior to the screening start date and the film has been despatched or the invoice has been raised then the full licence fee will apply. An invoice will be raised automatically based on the minimum guarantee or the flat rate fee (as

	applicable). <ul style="list-style-type: none">• A cancellation fee will not apply to any booking cancelled more than 5 working days prior to your screening.
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OWN COPY USE

If you wish to use your own copy of the film for the screening, it is your responsibility to acquire the VHS videos, DVDs, or Blu-ray discs that you wish to screen under the Single Title Screening Licence.

Please note that only VHS videos, DVDs, or Blu-ray discs may be used for screenings and these will at all times be subject to the terms of conditions of your Single Title Screening Licence. The Single Title Screening Licence does not cover 35mm, 16mm, digital files or any other format.

All VHS videos, DVDs, and Blu-ray discs must be legitimate copies of films authorised for screening by the owner of the copyright in the films. The screening of counterfeit or pirate copies of films is not permitted.

During each screening of the film, you must screen any and all disclaimers contained at the beginning of the film which relate to the restrictions regarding the use for which the VHS Video, DVD, or Blu-ray disc may be made by the purchaser or renter of such copy.

You must only show the actual motion picture itself and not any other materials contained on the VHS Video, DVD, or Blu-ray disc, including (without limitation) theatrical trailers, behind-the-scenes footage, deleted scenes, additional commentary including "director's version", interviews with the cast and crew, documentaries relating to the film, reviews, photos and bloopers and out-takes.

Please note that the Single Title Screening Licence covers only films acquired in the United Kingdom, the Isle of Man or the Channel Islands. If a film has not yet been released for sale or rental in the United Kingdom, it will not be covered by the Single Title Screening Licence.

GENERAL

Please note that these guidelines, the terms and conditions and the pricing may change from time to time at Filmbankmedia's discretion. Please check www.filmbankmedia.com/stsl or contact Filmbankmedia directly for the latest version.

Filmbankmedia's opening hours are 9 a.m. to 6 p.m. Monday to Friday. For questions or queries regarding a booking please contact us on +44 (0) 20 7984 5957/8, email at info@filmbankmedia.com or fax on +44 (0) 20 7984 5951.

QUESTIONS

Any questions should be directed to Single Title Screening Licence, c/o Filmbank Distributors, 98 Theobald's Road, London WC1X 8WB, Telephone: +44 (0) 20 7984 5950, Fax: +44 (0) 20 7984 5951.

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