

TRASHED: SCREENING LICENCE

THIS AGREEMENT is made between:

WASTE-LESS LIMITED, incorporated and registered in England and Wales with company number 07449098 ("**we**" or "**us**"); and

[**LICENSEE DETAILS**] incorporated and registered in England and Wales with company number ● ("**you**").

BACKGROUND

We own and control the rights to exploit the documentary film "Trashed" (the "**Film**").

We have agreed to grant you the right to screen the Film on the terms and conditions set out in this agreement.

IT IS AGREED AS FOLLOWS

Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

"**Ancillary Rights**" means any and all ancillary rights in and to the Film, including literary publication rights, format rights, character rights, merchandising rights, commercial tie-in rights, sponsorship and branding rights, sequel, prequel, remake and spin-off rights, soundtrack rights and music publishing rights, stage and radio rights and computer gaming rights;

"**Deposit**" means the deposit payable by you in accordance with clause 4, in the amount specified in the Appendix;

"**Intellectual Property**" means rights relating to intellectual property including, but not limited to, copyright, trademarks, and design rights, in each case whether or not registered, and all applications to register any such rights in any jurisdiction;

"**Rights**" means the rights to screen the Film as granted to you under this agreement;

"**Screening**" the screening of the Film by you in accordance with this agreement;

"**Screening Date**" means the date of the Screening specified in the Appendix;

"**Screening Fee**" means the fee specified in the Appendix and payable by you under clause REF a182521 \r \h 4; and

"**Territory**" means the United Kingdom.

Grant of Rights

We hereby grant to you the right to screen the Film in the Territory [on one occasion only, on the Screening Date and at the time and at the venue specified in the Appendix or at such other venue and/or on such other date as we shall agree with you] [**for discussion**] in accordance with the terms of this agreement.

You are not permitted to:

cut, edit, delete from, add to, change the sequence of, dub, subtitle or otherwise alter or change the Film or any part or parts of it without our prior written approval;

release, exploit, advertise or distribute except solely for the purpose of the Screening;

exploit any Ancillary Rights;

advertise or publicise the Screening in any form or by any means except with our prior written approval;

use the Screening to endorse any other product or service;

perform any music from the soundtrack to the Film or make such music available for copy or download by any person;

claim that the Screening has been endorsed by any member of the cast of the Film;

make the Film or any part or parts of it available on the Internet or enable any other person to do so;

make any copy of the Film or facilitate the making of any copy of the Film by any person; or

permit any access to the Screening to viewers outside the Territory by any means.

All rights, title and other interests in or to the Film which are not expressly granted to you in this agreement are reserved to us.

Delivery and Return of the DVD

We shall, subject to payment of the Screening Fee together with the Deposit, deliver the DVD of the Film to the address specified in the Appendix to arrive not later than [three] days prior to the Screening Date.

It is your responsibility to check the DVD prior to the Screening and to report any faults to us as soon as possible after delivery. We shall use all reasonable efforts to replace a faulty DVD subject to the return to us of the original. If you do not notify us of any fault prior to the Screening Date, the Screening Fee will not be refunded.

You are responsible for the security of the DVD while in your possession and must use all reasonable efforts to prevent unauthorised access to it by any person. The DVD of the Film must be returned to us intact within **seven days** following the Screening Date.

Screening Fee

The Screening Fee, together with the Deposit, is payable in full by electronic transfer to the bank account specified in the Appendix not less than [seven] days prior to the Screening Date.

The Deposit will be refunded in full within seven days following the return of the DVD of the Film to us in satisfactory condition within the time period specified in clause 3.3 but shall otherwise

be non-returnable.

Warranties

You undertake and agree:

to transmit the Film in its entirety and not to cut, dub, subtitle or edit the Film or to change the title of the Film in any manner without our prior written consent;

to transmit all titles, copyright notices and credits for all personnel and corporations in the exact form in which they appear on the Film as delivered by us;

that you will not without our prior written consent copy or duplicate or authorise any third party to copy or duplicate the Film other than solely for the purposes of the Screening;

to comply with all credit, logo and notice requirements notified in writing to you on or before the Screening Date (including all credit requirements relating to advertising and publicity for the Film) and not to edit, delete or alter in any respect any credits appearing in the Film as delivered to you;

not to include in the Film any form of sponsorship except to the extent expressly pre-approved in writing by us;

to safeguard against and to notify us in writing without delay of any actual, suspected or threatened unauthorised copying, pirating and/or exploitation of the Film by third parties and where required to render all reasonable assistance at your own expense in preventing and/or terminating the same;

not to register nor seek to register the copyright or any trade mark, service mark or logo in respect of the Film or the Film's title (or any part thereof); and

to indemnify us in respect of all costs, claims, charges, expenses, fees, damages, losses or other liabilities whatsoever that we may suffer as a direct result of a breach by you of any of the undertakings and agreements set out above.

Performance Rights

You are responsible for obtaining and paying for all licences and authorisations required for the Screening, including, but not limited to, local government licences, public entertainment licences, all health and safety requirements, public liability insurance and licences from collecting agencies such as the Performing Rights Society and Phonographic Performance Limited.

Intellectual Property Rights

Nothing in this agreement shall give you any rights in respect of any Intellectual Property in or relating to the Film or of any goodwill associated with it, and you hereby acknowledge that you shall not acquire any rights in respect of any such Intellectual Property and that all such rights and goodwill are, and shall remain, vested in us.

Sub-licensing

You shall not assign or sub-license your rights under this agreement to any person without our prior written consent.

Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by (Director) for and on behalf of WASTE-LESS LIMITED (signature)
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Signed by (Director) for and on behalf of [LICENSEE] (signature)
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APPENDIX

Screening Conditions

Screening Date:	
Screening Time:	
Screening Venue:	
Screening Fee (inclusive of VAT):	
Deposit:	
Bank details:	
Delivery Address:	
Return Address:	

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