

GENERAL TERMS – CORPORATE ASSOCIATES

1. CONFIDENTIALITY

The Parties agree not to:

- 1.1 make any public announcements, news releases, articles, advertisements, prepared speeches or other information releases related to this Agreement without the prior written Agreement of the other party, which shall not be unreasonably withheld or delayed;
- 1.2 disclose to any third party or use for any purpose other than the proper performance of this Agreement any confidential business plans or future plans of the other (acquired at any time) without the prior written consent of the other party; or
- 1.3 act in any way which would impair or damage BAFTA's reputation in any way nor which would bring BAFTA into disrepute.

2. CORPORATE LOGOTYPE TRADEMARK USAGE

- 2.1 Any reference by BAFTA to the COMPANY will be made known to the COMPANY but is not subject to the COMPANY prior approval. Upon request BAFTA will provide the COMPANY with a sample of any final printwork mentioning the COMPANY.
- 2.2 Each of BAFTA and the COMPANY agrees to indemnify the other and to hold the other (including the other's directors, officers, agents and employees) fully indemnified against any and all claims, suits, damages, judgments, costs and expenses, including reasonable lawyers fees arising out of or in connection with their own acts or omissions or (as appropriate), the acts or omissions of their respective officers, agents, contractors, partners, sponsors or employees in connection with the products, services or promotions contemplated or supplied pursuant to this Agreement.
- 2.3 The COMPANY acknowledges that where BAFTA is obliged to give a credit to the COMPANY it will be within BAFTA's remit to decide whether the COMPANY's official logo or a written credit is used.
- 2.4 Any reference by the COMPANY to BAFTA and/or usage of any BAFTA logo is subject to BAFTA's prior approval, such approval not to be unreasonably withheld or delayed.

3. COPYRIGHT LOGOS

- 3.1 The copyright and all other rights in the BAFTA logo(s) and in the COMPANY logo will remain and be the sole property of BAFTA and the COMPANY respectively and any goodwill arising in relation to the respective logos shall inure for the benefit of the relevant owner.
- 3.2 Neither party will act in any way which would impair or damage the other's logo or trademark in any way nor act in any way which would bring the other party into disrepute.
- 3.3 BAFTA's generic logo and/or any BAFTA event logo should not be used in any way.
- 3.4 Nothing contained in this Agreement shall be construed as granting or conferring rights by licence or otherwise in any information disclosed.

4. CONDUCT OF THE COMPANY

- 4.1 The COMPANY will at all times conduct their Event(s) in a legal orderly safe manner in accordance with the rules and regulations and directions issued from time to time by BAFTA. The COMPANY will ensure that no damage is occasioned to the premises, its fittings, decorations and furnishings.
- 4.2 The COMPANY ensures that in the conduct of the Event nothing is said or done during the Event which is immoral or of an improper nature or which might otherwise prejudice or injure or tend to do so the reputation of BAFTA and the BAFTA shall have the right to suspend or terminate any Event which in its opinion would amount to a breach of this condition.
- 4.3 BAFTA reserves the right to exclude or eject as it reasonably thinks fit any persons from any Event(s) whose behaviour or appearance it shall consider objectionable disruptive or otherwise unacceptable including any persons or employees engaged by The COMPANY to provide entertainment or perform any other duties at the Event(s) and the COMPANY shall in all ways co-operate to ensure compliance with BAFTA's requirements.
- 4.4 Active BAFTA management of the relationship with regular contact to ensure that the COMPANY realises the maximum benefit for their investment via a clear understanding of the COMPANY's objectives and a free-flow of information. For the purpose of management of benefits, the contact at BAFTA is the Corporate Partnerships Coordinator who can be reached by phone: 0207 292 5846 and by email: nataliem@bafta.org, or such alternative person that BAFTA may nominate from time to time.

5. SEVERABILITY

It is agreed that if any term or provision of this Agreement shall be held by a Court of competent jurisdiction to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of this Agreement but the other parts of this Agreement shall remain in full force and effect and where relevant the parties shall endeavour to agree such amendment as will as far as possible give effect to their intentions as expressed in this Agreement.

6. USE OF 195 PICCADILLY

The COMPANY will enter a separate contractual agreement for each individual hire of the BAFTA premises at 195 Piccadilly and BAFTA's standard terms and conditions will apply.

7. FORCE MAJEURE

No party will be liable to any other party for any delay in or failure to perform its obligations hereunder (other than a payment of money) as a result of any cause beyond the reasonable control of the first party including but not limited to causes such as of an Act of God, war, strike, lockouts, other industrial action, machine breakdown, satellite link failure, fire, flood, explosion, injunctions, judgments, adverse claims or any other cause beyond their reasonable control shall not constitute a breach of this. Agreement provided that where possible such party shall use all reasonable endeavours to resume the performance of their obligations hereunder as soon as practicable after conditions have returned to normal.

8. TERMINATION

8.1 Any party may terminate this Agreement immediately by notice in writing if any other party should go into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction), receivership, bankruptcy or administration, or becomes insolvent or should cease to trade or carry on business.

8.2 BAFTA may terminate this Agreement on giving the COMPANY not less than 30 days written notice if there is a change in control of the COMPANY which in BAFTA's reasonable opinion would (in the light of BAFTA's association with the COMPANY) damage or adversely affect BAFTA's public image, reputation, goodwill or charitable status. For the purposes of this clause "Control" of the COMPANY shall mean the ability to direct the affairs of the COMPANY whether by contract, by virtue of the ownership of its shares or otherwise.

8.3 The COMPANY shall not have a claim against BAFTA for compensation for loss of sponsorship rights, loss of goodwill or any similar loss as a result of lawful termination of this Agreement pursuant to this Clause 8 or Clause 9 in these General Terms.

8.4 Termination of this Agreement shall be without prejudice to all rights and obligations expressed or intended to continue in force after and despite termination.

8.5 BAFTA may terminate this Agreement forthwith by notice in writing in any of the following circumstances: -

8.5.1 if the COMPANY (or any of its employees or officers) engages in any conduct having a materially adverse effect to BAFTA or which BAFTA reasonably believe will result in adverse publicity for BAFTA;

8.5.2 if the COMPANY has an encumbrance take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets;

8.5.3 if the COMPANY commits a material breach of the terms of this Agreement which is not remedied within thirty (30) days of receipt of a written notice from each other requiring the breach to be remedied;

8.5.4 if the COMPANY shall cease or be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or shall cease or threaten to cease to carry on business;

8.5.5 if any material judgement in relation to the subject matter of this Agreement is entered against the COMPANY and is not satisfied or discharged within thirty (30) days.

9. GENERAL – WAIVER AND VARIATION

9.1 No party may assign any of its rights or obligations hereunder without the prior consent in writing of the other party (such consent not to be unreasonably withheld).

9.2 No forbearance or delay by any party in enforcing its rights under this Agreement will prejudice or restrict those rights and no waiver or any such rights or of any breach in these terms will be deemed to be a waiver of any other right or of any later breach.

9.3 Any notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out herein. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission provided that any party giving notice by facsimile shall send a confirmatory copy by first class prepaid post or by personal delivery. Notices shall be marked for the attention of the Chief Executive if sent to BAFTA and to the Company Secretary if sent to the COMPANY.

9.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties or enable any party to commit or bind any other party.

9.5 The parties each agree at any time and from time to time on the written request of any other party to execute and deliver promptly and duly to the other parties any and all such further instruments and documents which any other party reasonably considers desirable or which are required by law for obtaining the full benefits of this Agreement and of the rights and obligations granted by it.

10. LIABILITY

10.1 Neither party shall be liable to the others, whether in tort, contract or otherwise, for any loss of profit, loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not in practice arises as a direct and natural result of a breach of this Agreement, was not at the time this Agreement was made, a reasonably foreseeable result of such a breach.

10.2 Nothing in this Agreement shall exclude or restrict any party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.