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**DIGITAL PRODUCTION PARTNERSHIP LIMITED**

**COMMITTED TO SECURITY PROGRAMME Ts & Cs (V1.1, DATED [21/05/2018])**

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## 1. SIGNING UP TO THE COMMITTED TO SECURITY PROGRAMME

- 1.1 Along with these terms, the DPP (as defined below) has provided you (as defined below) with the Checklist(s) (as defined below).
- 1.2 Should you wish, you may submit both (whether together or separately) a completed and signed Broadcast Checklist (as defined below) and a completed and signed Production Checklist (as defined below).
- 1.3 When you return a completed and signed Checklist to the DPP (an **Application**), the DPP will (within 10 Business Days of receipt of such Application) either:
  - (a) approve such Application; or
  - (b) decline such Application and provide written (including by e-mail) reasons for that decision.
- 1.4 In the event that such Application is declined, you will be given the opportunity to re-submit (within 20 Business Days of the DPP's refusal of such Application) a completed and signed Checklist that also details how you will improve your systems and processes to meet the criteria required by the Checklist and the timescales in which you will do so (an **Implementation Plan**). Thereafter, the DPP will (within 10 Business Days of receipt of such Checklist and Implementation Plan) either:
  - (a) approve such Application; or
  - (b) again decline such Application and provide written (including by e-mail) reasons for that decision. In this event, any application to join the Programme (as defined below) using the Checklist that was the subject of the refusal within 12 months of such decision will not be considered by the DPP. However, for the avoidance of doubt, in the event that an Application using the Broadcast Checklist was declined, this would not prohibit (or affect) a separate Application using the Production Checklist (and vice versa).
- 1.5 Approval of any Application is at the DPP's sole and absolute discretion.
- 1.6 For the avoidance of doubt, if you submit (whether together or separately) a completed and signed Broadcast Checklist and a completed and signed Production Checklist:
  - (a) they shall constitute separate Applications; and
  - (b) if both Applications are approved by the DPP:
    - (i) two separate agreements (on these terms) shall be formed between you and the DPP; and
    - (ii) in the case of non-Members, the Programme Fee shall be payable twice (i.e. once under each such agreement).
- 1.7 On approval of an Application:
  - (a) in the case of Members (as defined below):
    - (i) the Agreement (as defined below) will be formed between the DPP and the relevant Member; and
    - (ii) the DPP will send a high quality copy of the Mark to the relevant Member along with a copy of the Mark Usage Guidelines (as defined below); or



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- (b) in the case of non-Members, the DPP will issue an invoice for the Programme Fee which must be paid within 28 days. In the event of:
  - (i) payment of such invoice within 28 days:
    - (A) the Agreement will be formed between the DPP and the relevant non-Member; and
    - (B) the DPP will send a high quality copy of the Mark to the relevant non-Member along with a copy of the Mark Usage Guidelines (as defined below); or
  - (ii) non-payment of such invoice within 28 days, the Application of the relevant non-Member shall lapse.

## 2. INTERPRETATION

2.1 The definitions and rules of interpretation in this clause 2 apply in these terms.

2.2 Definitions:

- Agreement:** the agreement between you and the DPP on these terms.
- Application:** has the meaning given to it in clause 1.3.
- Broadcast Checklist:** the DPP’s checklist which sets out various questions relating to the security systems and processes of suppliers to broadcast businesses.
- Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Checklist(s):** the Broadcast Checklist and/or the Production Checklist.
- DPP:** Digital Production Partnership Limited, incorporated and registered in England and Wales under number 09478697.
- Effective Date:** the date that the Agreement is formed.
- Implementation Plan:** has the meaning given to it in clauses 1.4 and 13.4 and also includes any updated Implementation Plan submitted by you and approved by DPP (as part of a Renewal Application) pursuant to clause 13.3.

**Mark:**



(as may be amended from time to time by the DPP) or



(as may be amended from time to time by the DPP), whichever corresponds to the Checklist used in the relevant Application.



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<b>Mark Usage Guidelines:</b>	the DPP's guidelines prescribing the permitted form and manner in which the Trade Marks may be used or the updated version thereof (as may be provided by the DPP to you from time to time).
<b>Trade Marks:</b>	'COMMITTED TO SECURITY' and the Mark.
<b>Member:</b>	a person who has entered into the Membership Agreement.
<b>Membership Agreement:</b>	the agreement governing participation in the DPP's membership scheme.
<b>Participant:</b>	a participant in the Programme.
<b>Production Checklist:</b>	the DPP's checklist which sets out various questions relating to the security systems and processes of suppliers to production businesses.
<b>Programme:</b>	the DPP's Committed to Security Programme, participation in which is subject to approval by the DPP and which allows participants to use the Trade Marks on these terms.
<b>Programme Fee:</b>	the annual fee from time to time, payable by non-Members to participate in the Programme.
<b>Registration:</b>	a registration of either of the Trade Marks (including, where the context permits, applications therefor).
<b>Renewal Application:</b>	has the meaning given to it in clause 13.3.
<b>Territory:</b>	the territory in which you use any of the Trade Marks.
<b>Year:</b>	a period of 12 months, commencing on the Effective Date and/or each anniversary of the Effective Date.

2.3 Unless the context otherwise requires:

- (a) a reference to one gender shall include a reference to the other genders; and
- (b) words in the singular shall include the plural and in the plural shall include the singular.

2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.5 A reference to:

- (a) **you** is a reference to the person who is identified as the Participant on (and who submits) the Checklist to the DPP. **Your** etc. shall be construed accordingly;
- (b) a statute or statutory provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time;
  - (ii) shall include all subordinate legislation made from time to time; and
- (c) **writing** or **written** does not include fax, e-mail or any other form of electronic communication (except where expressly provided to the contrary).

2.6 Except where a contrary intention appears, a reference to a clause is a reference to a clause of these terms.



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2.7 Clause headings do not affect the interpretation of these terms.

2.8 With respect to Members:

- (a) you irrevocably agree that, without limitation – where your Application is approved – your consent to abide by these terms (as indicated by you when you submitted the Application) is adequate consideration to form a contract between you and the DPP and, therefore, that you are bound by these terms; and
- (b) including where you are a non-Member but become a Member during the course of the Agreement, if any conflict arises between these terms and any provision of the Membership Agreement, such provision shall prevail.

2.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

2.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

### 3. GRANT

The DPP hereby grants you a worldwide, non-transferable, revocable, non-exclusive licence to use the Trade Marks in relation to media technology services.

### 4. APPLICATION OF THE TRADE MARKS

4.1 Whether or not to use the Trade Marks is at your discretion. However, where used, you shall comply strictly with the DPP's directions from time to time regarding the form and manner of the application of the Trade Marks (including the directions contained in the Mark Usage Guidelines).

4.2 For the avoidance of doubt, you may use other trade marks along with the Trade Marks but shall not do so in a manner which suggests that the DPP is connected with, or endorses:

- (a) you (beyond the fact that you are a Participant); or
- (b) any third party.

4.3 You shall not:

- (a) use any other trade mark confusingly similar to the Trade Marks and shall not use the Trade Marks or any marks confusingly similar thereto as, or as part of, your corporate or trading name; or
- (b) directly or indirectly assist any other person in using the Trade Marks.

4.4 You shall:

- (a) only use the Trade Marks so as to indicate you are a Participant and shall not use the Trade Marks in any manner that suggests that any of your goods and/or services are certified by (or are otherwise have been endorsed or approved by) the DPP;
- (b) only make use of the Trade Marks for the purposes authorised in these terms;
- (c) comply with all regulations and practices in force or use in the Territory to safeguard the DPP's rights in the Trade Marks.



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4.5 You:

- (a) acknowledge and agree that the exercise of the licence granted to you under the Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory; and
- (b) understand and agree that you shall at all times be solely liable and responsible for the due observance and performance of such laws, enactments, regulations and other similar instruments.

## 5. TITLE, GOODWILL AND REGISTRATIONS

5.1 You acknowledge that the DPP is the owner of the Trade Marks.

5.2 Any unregistered rights derived from the use by you of the Trade Marks (for example, goodwill associated with the Trade Marks) shall accrue to the DPP. The DPP may, at any time, call for a document confirming the assignment of such unregistered rights and you shall immediately execute it.

5.3 You shall not do (or omit to do) any act that will or may:

- (a) diminish the rights of the DPP in the Trade Marks or (without prejudice to the generality of the foregoing) which will or may weaken, damage or be detrimental to:
  - (i) the Trade Marks or their image and prestige; or
  - (ii) the reputation or goodwill associated with the Trade Marks or the DPP; or
- (b) impair, invalidate or jeopardise any Registration.

5.4 You shall not apply for, or obtain, registration of:

- (a) any of the Trade Marks;
- (b) any trade mark which consists of, or comprises, or is confusingly similar to, any of the Trade Marks.

## 6. THE DPP'S USE OF YOUR NAME

The DPP will publish the names of current Participants (including yours) on its website along with the dates on which the Participants were accepted into the Programme or renewed their participation in the Programme (i.e. in your case, the Effective Date and, where the Agreement is renewed, the anniversary thereof).

## 7. AUDIT

7.1 You warrant that:

- (a) all information provided by you in Applications and Renewal Applications is true, and to the best of your knowledge, accurate;
- (b) where you submit an Implementation Plan, should the Application or Renewal Application (as applicable) be approved:
  - (i) you have the ability to complete, the Implementation Plan within the timescales specified by you therein; and
  - (ii) you will use all reasonable endeavours to complete the Implementation Plan within the timescales specified by you therein.



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7.2 At reasonable times on Business Days, at your premises, the DPP shall be entitled (but not more than once in any Year) to audit:

- (a) the accuracy of the information provided by you in the Application;
- (b) your use of the Trade Marks; and
- (c) your progress towards completing the Implementation Plan (if applicable).

You shall make all relevant staff, records and books available to the DPP or its authorised representatives (who shall be entitled to take copies of or extracts from such records and books) for such audit.

7.3 If such inspection or audit should reveal a breach of the Agreement, you shall (without limitation) immediately reimburse the DPP in respect of any professional charges incurred for such audit.

## 8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during the Agreement or following expiry or termination (howsoever occurring) disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

8.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with the Agreement.

## 9. PROTECTION OF THE TRADE MARKS

9.1 You shall immediately notify the DPP in writing (giving full particulars) if any of the following matters come to your attention:

- (a) any actual, suspected or threatened infringement of any of the Trade Marks;
- (b) any threatened:
  - (i) claim that any of the Registrations are invalid;
  - (ii) opposition to applications for Registrations;
- (c) any claim made or threatened that use of any of the Trade Marks infringes the rights of any third party;
- (d) any person applies for, or is granted, a registered trade mark by reason of which that person may be (or has been) granted rights which conflict with any of the rights granted to you under the Agreement; or
- (e) any other form of attack, charge or claim to which the Trade Marks may be subject.

9.2 In respect of any of the matters listed in clause 9.1:



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- (a) the DPP shall, in its absolute discretion, decide what action to take (if any);
- (b) the DPP shall have exclusive control over, and conduct of, all claims and proceedings;
- (c) you shall not make any admissions (other than to the DPP) and shall provide the DPP (at the DPP's cost) with all assistance that the DPP may reasonably require in the conduct of any claims or proceedings; and
- (d) the DPP shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

9.3 The provisions of:

- (a) section 30 of the Trade Marks Act 1994 (and equivalent legislation in any other jurisdiction); and
  - (b) section 101A of the Copyright, Designs and Patents Act 1988 (and equivalent legislation in any other jurisdiction),
- are excluded from the Agreement.

9.4 Nothing in these terms shall constitute any representation or warranty that:

- (a) any Registration is valid;
- (b) any application for a Registration shall proceed to grant or (if granted) shall be valid; or
- (c) the exercise by you of rights granted under the Agreement will not infringe the rights of any person.

## 10. LIMITATION OF LIABILITY

10.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence; or
- (c) any matter for which it would be unlawful for the parties to exclude or limit liability.

10.2 You shall not be liable for any costs, expenses, damages or losses suffered or incurred by you arising out of or in connection with any claim made against you and/or DPP for any actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of Trade Marks in accordance with the terms of this Agreement.

10.3 Neither party shall be liable to the other for any costs, expenses, damages or losses suffered or incurred by it arising out of or in connection with the other's breach of clause 8 of this Agreement.

10.4 Subject to clause 10.1:

- (a) to the fullest extent permitted by applicable law, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from the Agreement and, without prejudice to the generality of the foregoing:
  - (i) the DPP makes no warranty whatsoever that your participation in the Programme will prevent any kind of security breach (e.g. hacking);
  - (ii) the DPP shall have no liability for any kind of security breach;



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- (b) Either parties total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall be limited to £1,500.

## 11. SUB-LICENSING

You shall not have the right to grant any person a sub-licence of any of your rights under the Agreement. For the avoidance of doubt, this includes affiliates or other companies in your corporate group.

## 12. ASSIGNMENT AND OTHER DEALINGS

12.1 Without the prior, written consent of the DPP, you shall not assign, transfer, mortgage, charge, sub-contract, declare a trust over, or deal in any other manner with any or all of its rights under the Agreement.

12.2 The DPP may:

- (a) after having given prior written notice to you, assign its rights under the Agreement to any person to which it transfers its business, provided that the assignee undertakes in writing to you to be bound by the DPP's obligations under the Agreement; and
- (b) sub-contract or delegate in any manner any or all of its obligations under the Agreement to any third party (provided that it gives prior, written notice of such sub-contracting or delegation to you).

## 13. DURATION AND TERMINATION

13.1 The Agreement shall commence on the Effective Date. Unless terminated earlier in accordance with clause 13.6 or 13.7, the Agreement shall continue until the end of the first Year and – thereafter – shall be renewed for further Years or shall expire as set out in clauses 13.2 to 13.4 (inclusive).

13.2 Where the DPP does not inform you of changes to the relevant Checklist (i.e. which you submitted as the most recent of the Application or a previous Renewal Application, as applicable) and you are:

- (a) a Member, the Agreement shall be renewed automatically at the end of the Year for a further Year;
- (b) a non-Member, the DPP shall issue an invoice for the Programme Fee not less than 20 Business Days prior to the end of the Year. In the event of:
  - (i) payment of such invoice prior to the end of the Year, the Agreement shall be renewed automatically at the end of the Year for a further Year; or
  - (ii) non-payment of such invoice prior to the end of the Year, the Agreement shall expire.

13.3 Where the DPP has introduced changes to the relevant Checklist (i.e. which you submitted as the most recent of the Application or a previous Renewal Application, as applicable), not less than 60 Business Days before the end of the Year, the DPP shall provide such amended Checklist to you and you shall return a completed and signed copy of such Checklist to the DPP (a **Renewal Application**) within 10 Business Days of your receipt. (In the event that the most recent of your Application or a previous Renewal Application (as applicable) contained an Implementation Plan, you shall also include an update to such Implementation Plan in the event that you have not yet met the criteria required by the relevant Checklist.) Thereafter, DPP will (within 10 Business Days of receipt of such Renewal Application):



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- (a) approve such Renewal Application and where you are:
  - (i) a Member, the Agreement shall be renewed automatically at the end of the Year for a further Year;
  - (ii) a non-Member, the DPP shall also issue an invoice for the Programme Fee at the same time. In the event of:
    - (A) payment of such invoice prior to the end of the Year, the Agreement shall be renewed automatically at the end of the Year for a further Year; or
    - (B) non-payment of such invoice prior to the end of the Year, the Agreement shall expire at the end of the Year; or
- (b) decline such Renewal Application and provide written (including by e-mail) reasons for that decision.

13.4 In the event that such Renewal Application is declined, you will be given the opportunity to re-submit (within 10 Business Days of the DPP's refusal of such Renewal Application) a completed and signed Checklist that also details how you will improve your systems and processes to meet the criteria required by the relevant Checklist and the timescales in which you will do so (also an **Implementation Plan**). Thereafter, the DPP will (within 10 Business Days of receipt of such Checklist and Implementation Plan) either:

- (a) approve such Renewal Application and where you are:
  - (i) a Member, the Agreement shall be renewed automatically at the end of the Year for a further Year;
  - (ii) a non-Member, the DPP shall also issue an invoice for the Programme Fee at the same time. In the event of:
    - (A) payment of such invoice prior to the end of the Year, the Agreement shall be renewed automatically at the end of the Year for a further Year; or
    - (B) non-payment of such invoice prior to the end of the Year, the Agreement shall expire at the end of the Year; or
- (b) again decline such Renewal Application and provide written (including by e-mail) reasons for that decision. In this event, any application to re-join the Programme using the Checklist that was the subject of the refusal within 12 months of such decision will not be considered by the DPP. However, for the avoidance of doubt, in the event that a Renewal Application using the Broadcast Checklist was declined, this would not prohibit (or affect) an Application or a Renewal Application using the Production Checklist (and vice versa).

13.5 Approval of any Renewal Application is at the DPP's sole and absolute discretion.

13.6 You may terminate the Agreement at any time by giving the DPP not less than 28 days' written notice.

13.7 Without affecting any other right or remedy available to it, the DPP may terminate the Agreement with immediate effect by giving written notice to you if:

- (a) where you are a Member (or become a Member):
  - (i) your Membership Agreement is terminated by the DPP for any reason; or
  - (ii) your Membership Agreement expires and you do not make a *pro rata* payment of the Programme Fee (calculated from the date of such expiry to the end of the then-current Year) within 28 days of the DPP's issue of an invoice to you for such *pro rata* payment;



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- (b) you have breached clause 7.1(b)(ii) and you fail to remedy that breach within a period of 60 days after being notified in writing to do so;
- (c) you commit a material breach of any of these terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified in writing to do so;
- (d) you repeatedly breach any of these terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the Agreement;

Either party may terminate the Agreement with immediate effect by giving written notice to you if:

- (e) the other party (or threaten to suspend) payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts or make a proposal for or enters into any compromise or arrangement with any of your creditors;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed over you;
- (i) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets;
- (k) any of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.7(e) to clause 13.7(k) (inclusive);
- (m) you suspend or cease (or threaten to suspend or cease) carrying on all or a substantial part of your business; or
- (n) you challenge the validity of any Registration.

13.8 For the purposes of clause 13.7(c), any breach of clause 4, 5, 7, 8, 9, 11 or 12 shall be deemed material.

#### **14. CONSEQUENCES OF TERMINATION**

14.1 On expiry or termination of the Agreement for any reason and subject to any express provisions set out elsewhere in these terms:

- (a) no refunds of any fees shall be payable;
- (b) all rights and licences granted pursuant to the Agreement shall cease; and
- (c) you shall immediately cease:
  - (i) all use of the Trade Marks; and



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(ii) to associate yourself with the Programme and/or to identify yourself as a Participant.

14.2 Any provision of these terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement (including clauses 10, 25 and 26) shall remain in full force and effect.

14.3 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry (including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry).

#### **15. FURTHER ASSURANCE**

Each party shall use all reasonable endeavours to procure that any necessary third party shall promptly execute such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement.

#### **16. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **17. ENTIRE AGREEMENT**

17.1 These terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. For the avoidance of doubt, where you are or become a Member, these terms shall not affect your Membership Agreement in any way whatsoever.

17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

#### **18. VARIATION**

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **19. SEVERANCE**

If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19 shall not affect the validity and enforceability of the rest of these terms.



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**20. THIRD PARTY RIGHTS**

Unless it expressly states otherwise, these terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

**21. NO PARTNERSHIP OR AGENCY**

21.1 Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**22. FORCE MAJEURE**

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for more than 28 days, the party not affected may terminate the Agreement by giving seven days' notice in writing to the affected party.

**23. NOTICES**

23.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by commercial courier at its registered office from time to time.

23.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if delivered by commercial courier, at the time that the courier's delivery receipt is signed.

23.3 The provisions of this clause 23 shall not apply to the service of any proceedings or other documents in any legal action.

**24. INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the DPP may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of the Agreement by you. Accordingly, the DPP shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Agreement.

**25. GOVERNING LAW**

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



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**26. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.