



MOVIE LICENCE TERMS AND CONDITIONS

1. **Purpose.** Motion Picture Licensing Company Limited ("MPLC") grants licensee ("Licensee") a non-exclusive licence ("Licence") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Licence Agreement ("Agreement").
2. **Law.** MPLC warrants and represents that it has secured the appropriate rights, under the Copyright, Designs and Patents Act 1988 Chapter 48 Part I Chapter II Sections 16 & 19, to grant this Licence.
3. **Term.** "Term" shall mean the screening dates listed on the Movie Licence Booking Application Form ("Application").
4. **Commercial and Non-commercial Screenings.** The public performances authorised by this Agreement ("Screenings") shall take place at the premise identified in the Application or as Licensee otherwise notifies, and shall be via any means including but not limited to DVD, streaming, download or broadcast. The sole purpose of such performances is to entertain and/or educate authorised viewers and the audience will be limited accordingly. For non-commercial events, no admission is charged (annual membership dues are not considered admission) and the Screenings are limited to Licensee's members. For commercial events, admission is charged, and the Screenings are open to members as well as non-members. Within ten (10) days following the conclusion of each Commercial Screening, Licensee shall return a completed Returns Form to MPLC. Should Licensee not timely return a completed Returns Form, Licensee shall be required to pay a fee determined by MPLC in its sole discretion. The screenings cannot be used to endorse any goods or services. Works are defined as films and other audiovisual programmes to which MPLC has received the rights to license under the parameters set forth herein.
5. **Fee.** The agreed licence fee for the Screenings is noted on the Invoice(s) sent to Licensee and is calculated pursuant to the Movie Licence Price List, Application and Returns Form, if applicable. Payment is payable to MPLC.
 - a. The flat rate is payable on non-commercial events within ten (10) days from the Invoice date or before the screening, whichever is earlier.
 - b. The minimum rate for commercial events is payable within ten (10) days from the Invoice date or before the screening, whichever is earlier. Any additional percentage due from ticket sales will be payable within ten (10) days from the Invoice date.
 - c. Late payments will be subject to a charge of five percent (5%) of the licence fee per month.
 - d. If a planned Screening was cancelled, MPLC will need written confirmation of the cancellation in writing from Licensee within three (3) days following the conclusion of the cancelled event.
 - e. Upon three (3) days' notice, MPLC or its authorised agent has a right to audit Licensee's accounting books and all documentation related to the Screenings and Movie Licence fees due to MPLC. The audit can consist of Licensee providing the necessary documents, or could consist of an auditor entering Licensee's facilities and/or venues to review documentation related to the calculation of fees. If any under-reporting has been made, Licensee agrees to pay for the cost of the audit in addition to any penalty charges determined by MPLC.
6. **Restrictions.** The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated rightsholder companies only. MPLC represents that it or its rightsholders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement, binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
7. **Legally Obtained Works Only.** Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee and are separate and distinct from the agreed public performance licence fee. Screenings must include the copyright notices and credits. Screening rights apply to the motion picture or other programme only and do not include extra features on Works such as director commentaries.
8. **No Other Rights.** Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its rightsholders.
9. **Separate Fees.** Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC.
10. **Assignment.** This Agreement may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement. This Agreement may be assigned by MPLC.
11. **Notice.** Any notice provided for herein shall be given in person; by first class post prepaid; or by reputable overnight carrier; addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
12. **Termination.** MPLC reserves the right, exercisable upon thirty (30) days written notice, to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the licence fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
13. **Legal Fees.** In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and lawyer fees incurred by MPLC.
14. **Guarantees.** Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This Agreement has been duly authorised and constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its Terms and Conditions which may be updated by MPLC. In the event that any signature is delivered by facsimile or e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if an original signature.
15. **UK Law.** The Movie License Booking Form, Price List, Certificate, Returns Form and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of England and Wales and the parties submit to the nonexclusive jurisdiction of the English Courts as regards to any claim or matter arising in relation to this Agreement.