



THE BOY IN THE CORNER LIMITED TERMS AND CONDITIONS OF BUSINESS

Parties:

- A. **THE BOY IN THE CORNER LIMITED** of 9 Devonshire Place, 3rd Floor, London EC2M 4YD (registered number 06633816 ("TBITC")).
- B. (the 'client').

Recital:

The client wishes to engage TBITC to make radio content and engage in post production and editing of audio/visual resources supplied and has agreed with TBITC that all Work will be carried out on the Terms and Conditions ("the Terms") set out below.

The Terms:

1. TBITC shall not be liable for any delay in the supply of the Work due to non-performance, delay or defective performance or other actions or omissions of the Client or any third party. Without limitation to the above, if any third parties engaged by the Client in relation to the Work provide work or services that are not compatible with or that cause a delay in the provision of the Work then:
 - 1.1. TBITC shall be entitled to charge the Client for any additional Work that results therefrom or for any additional costs that result therefrom; these costs need to be approved by management before execution - and
 - 1.2. In the event that such non-compatibility is so severe as to materially impact on the ability of TBITC to deliver the Work, TBITC shall be entitled on written notice to the Client and without prejudice to any other rights that it may have, to terminate this Agreement or the contract for the Work.
2. Where applicable the Client shall deliver to TBITC all audio material, scripts and direction for the work in order for TBITC to carry out the Work in the agreed format. Unless otherwise agreed in writing, TBITC will not be responsible for checking any such content and this shall be responsibility of the Client.

Intellectual Property Rights

3. The Client grants to TBITC for the duration of the Work, a royalty-free, world-wide, non-exclusive licence to use, for the purposes of the Work, the content supplied by the Client. The Client warrants that such content does not infringe the intellectual property rights of any third party. The Client hereby indemnifies TBITC in the event of any liability or loss caused due to a breach of this provision.
4. TBITC retains the right to use the Work as an example of its Work online and in promotional activity - including the use of appropriate logos and links to official platforms hosting the show - alongside existing clients.

5. The Client warrants and represents to TBITC that any elements of audio, visual and or scripts supplied to TBITC for use in the Work or otherwise in relation to the Work are owned by the Client or that the Client has permission from the rightful owner to use these elements and that the use by TBITC of such material shall not infringe the Intellectual Property Rights of any third party.

Libel

6. The Client hereby warrants that the content supplied by it to TBITC will not contain any defamatory, libellous or slanderous statements or material and the Client hereby indemnifies TBITC in the event of any liability or loss caused to TBITC due to a breach of this provision".

General

7. The entire liability of TBITC in respect of any claim whatsoever in connection or arising out of this Agreement, whether or not arising out of negligence, shall be limited to the Price paid by the Client for the relevant piece of Work up to a maximum of £50.
8. The Client shall take all necessary steps to ensure that the terms of any contract for the Work are kept confidential unless disclosure is required by law or TBITC provides written consent to its disclosure.
9. This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.