



Terms and Conditions of Purchase 2023a

IT IS AGREED:

Interpretation

- a. The definitions and rules of interpretation in this clause apply in this Agreement. “Locomotion and Special Projects Group Entities” means the subsidiary companies and other organisations Controlled by Locomotion Group and Special Projects Group from time to time, and any organisation which Controls Locomotion Group and Special Projects Group (the “Controlling Entities”).
- b. “Locomotion and Special Projects Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to You in writing or set out on Locomotion website at <http://www.locomotion-music.com> or Special Projects website at <http://www.specialprojectsmusic.co> or such other web address as may be notified to You from time to time (as such documents may be amended, updated or supplemented from time to time during the term of this Agreement).
- c. “Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly).
- d. “Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, you perform Your obligations under this Agreement.
- e. “Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any Locomotion Agreement nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1 In this Agreement:

1.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.

1.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (a) services being provided to, or other activities being provided for, Locomotion;



(b) any benefits, warranties, indemnities, rights and/or licences granted or provided to Locomotion; and

(c) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of Locomotion and Special Projects, shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of Locomotion and Locomotion Entities and Special Projects Entities and this Agreement is intended to be enforceable by each of Locomotion Entities and Special Projects Entities; and

1.5 obligations of Locomotion and Special Projects shall not be interpreted as obligations of any of Locomotion or Special Projects Entities.

2. The Commission

2.1 You shall provide the work described in the attached Schedule (the “Work”) on the dates, and in accordance with any other requirements, specified in the Schedule.

2.2 You shall:

2.2.1 use all reasonable skill, care and ability, and comply with all reasonable instructions of Locomotion or Special Projects, in providing the Work.

2.2.2 keep confidential the terms of this Agreement and any information of a confidential nature relating to Locomotion or Special Projects; and

2.2.3 not act in any way or provide the Work in any manner which may be derogatory or detrimental to the reputation, image or goodwill of Locomotion or Special Projects.

3. Fees

3.1 In consideration for You providing the Work, Locomotion or Special Projects shall pay you the fees specified in the agreed Schedule (the “Fees”).

3.2 The Fees are all-inclusive and cover all costs and expenses incurred by You in providing the Work, unless otherwise agreed in writing by Locomotion or Special Projects.

3.3 If Locomotion or Special Projects fails to pay any sum properly due and payable (other than any sum disputed in good faith) within 30 days following receipt of the relevant invoice payable, you may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

3.4 Where You enter into a Sub-Contract, You shall:

3.4.1 pay any valid invoice received from your subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and



3.4.2 include in that Sub-Contract a provision requiring the counterparty to that Subcontract to include in any Sub-Contract which it awards provisions having the same effect as clause of this Agreement.

3.4.1 In clause 3.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from Locomotion or Special Projects in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Ownership of the Work

4.1 You hereby assign to Locomotion or Special Projects with full title guarantee by way of present and future assignment all right, title and interest in the Work, Intellectual Property Rights existing in the Work, and any part thereof.

4.2 Subject to any provision varying this position in the Schedule, you hereby waive all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Work (and this waiver shall survive the expiry or termination of this Agreement).

4.3 You warrant that the Work, and the provision of the Work to Locomotion or Special Projects, does not and will not infringe any third party’s Intellectual Property Rights.

5. Duration and Termination

5.1 This Agreement shall commence on the date specified in the Schedule and shall continue in force until the Work has been provided in full and to the satisfaction of Locomotion, unless terminated in accordance with this clause 5. Of the Locomotion/Special Projects Agreement

5.2 Without prejudice to any other rights or remedies that Locomotion or Special Projects may have, Locomotion or Special Projects may terminate this Agreement:

5.2.1 immediately on notice to You if the provision of the Work is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 20.1) for a period in excess of 30 days;

5.2.2 immediately on notice to You if You commit any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, Locomotion shall be entitled to terminate this Agreement with immediate effect); or

5.2.3 at any time by giving You not less than seven days’ written notice.

5.3 Upon termination, you shall deliver to Locomotion or Special Projects any element of the Work completed but not provided to Locomotion or Special Projects prior to termination together with all Your preparatory materials relating to the Work and where this Agreement is terminated under clause 5.2.1 or clause 5.2.3, Locomotion or Special Projects will pay you on a pro rata basis for any



Work properly carried out in accordance with this Agreement up to the date of termination where such Work has not previously been paid for.

6. Status

6.1 Your relationship to Locomotion and Special Projects will be that of independent contractor and nothing in this Agreement shall render You an employee, worker, agent or partner of Locomotion or Special Projects and You shall not hold yourself out as such.

6.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly You shall be fully responsible for and shall indemnify Locomotion and Special Projects for and in respect of payment of the following within the prescribed time limits:

6.3 any income tax, national insurance and social security contributions and any other employment related liability, deduction, contribution, assessment or claim in any applicable jurisdiction arising from or made in connection with either the provision of the Work, or any payment or benefit received by You in respect of the Work, where such recovery is not prohibited by law and You shall further indemnify Locomotion and/or Special Projects against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Locomotion and/or Special Projects in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Locomotion's or Special Projects negligence or wilful default; and

6.4 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against Locomotion or Special Projects arising out of or in connection with the provision of the Work, except where such claim is as a result of any act or omission of Locomotion or Special Projects.

6.5 Locomotion and/or Special Projects may at its option satisfy the indemnities set out in clause 6.2 above (in whole or in part) by way of deduction from any outstanding Fees or other payments due to You.

7. Insurance

7.1 You shall take out and maintain during the term of this Agreement appropriate insurance cover in respect of Your activities under this Agreement and, on request, provide Locomotion with evidence that such insurance cover is in place.

8. Limitation of Liability

8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

8.3 Subject to clauses 8.1 and 8.2, Locomotion's and/or Special Projects liability to You under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not



exceed an amount equal to the sum of the Fees, plus any late payment interest properly chargeable under the terms of this Agreement.

8.4 The provisions of this clause 8 shall survive the termination of this Agreement, however arising.

9. Anti-Corruption

9.1 You undertake and warrant that You have not offered, given or agreed to give (and that You will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by You of Your obligations under this Agreement.

10. Safeguarding and Protecting Children and Vulnerable Adults

10.1 You will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with Locomotion's and Special Projects Child Protection Policy, as notified to You and amended from time to time, which You acknowledge may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, You will ensure that, where You engage any other party to produce the Work (or any element of the Work) under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

11. Equal opportunities and diversity

11.1 You shall ensure that You do not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.

11.2 You shall comply with any equal opportunities or diversity policies or guidelines included in Locomotion and Special Projects Requirements.

12. Assignment

12.1 You shall not, without the prior written consent of Locomotion and/or Special Projects, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of Your rights or obligations under this Agreement.

12.2 Locomotion and/or Special Projects may assign or novate this Agreement to:

- (i) any separate entity Controlled by Locomotion and Special Projects;
- (ii) anybody or department which succeeds to those functions of Locomotion and Special Projects to which this Agreement relates; or
- (iii) any provider of outsourcing or third-party services that is employed under a service contract to provide services to Locomotion and/or Locomotion. You warrant and represent that You will (at Locomotion's or Special Projects reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 12.2.



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13. Waiver

13.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14. Entire agreement

14.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

15. Variation

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Severance

16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17. Counterparts

17.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement. Locomotion Agreement

18. Third party rights

18.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 12 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

18.2 The parties agree that no consent from Locomotion Entities or Special Projects Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

19. No partnership or agency



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19.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

20. Force Majeure

20.1 Subject to clauses 20.2 and 20.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "Force Majeure Event") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

20.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

20.3 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

20.4 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

20.5 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

20.6 Nothing in this clause 20 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 20.1). Locomotion Agreement

21. Notice

21.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

21.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;

21.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the



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country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or

21.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.

21.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

22. Governing Law and Dispute Resolution Procedure

22.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 Subject to the remainder of this clause 22, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.

22.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 22.3, either party may commence proceedings in accordance with clause 22.2.

22.4 Nothing in this clause 22 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement threatened infringement, of the applicant's Intellectual Property Rights.

Registered offices:

Locomotion Group Entities c/o 2nd Floor, Northumberland House, 303-306 High Holborn, London, WC1V 7JZ.

Special Projects Entities c/o 20-22 Wenlock Road, London, N1 7GU.