

being the budget attached in Schedule 2 and which specifies the Direct Costs and other costs for the Programme.

<u>Cashflow:</u>	the cashflow for the payment of the Direct Costs and the other costs of making the Programme which cashflow is attached in Schedule 1.
<u>Content Editor:</u>	the individual content editor with specific responsibility for the Programme as identified in the Programme Details.
<u>Commercial Breaks:</u>	the commercial breaks specified in the Programme Details.
<u>Competent Person:</u>	the person(s) specified in the Programme Details.
<u>Competition:</u>	the competition between the main or regional rugby clubs in Wales, France, England, Scotland, Italy and Ireland called the European Rugby Cup (and known as at the date of this Agreement as “ the Heineken Cup”) to be played or taking place between October 08 and May 09, the final match being played on 23 or 24 May 09
<u>Confirmation of Rights:</u>	the confirmation of rights attached in Schedule 3.
<u>Delivery:</u>	delivery of the Programme and every episode of the Programme in accordance with the provisions of this Agreement and the Delivery Requirements by the relevant Delivery Dates.
<u>Delivery Date:</u>	the Delivery date of each episode of the Programme as specified in the Programme Details and the date(s) for Delivery of the Programme Information specified in Clause 3.7.
<u>Delivery Requirements:</u>	the requirements of Clauses 3.3 -3.9.
<u>Direct Costs:</u>	the direct costs of production of the Programme as noted in the Budget.
<u>Feed:</u>	the live feed from the Matches (audio and visual) prepared by any of the other licencees of the ERC acting as ‘host broadcaster’ for the relevant Match referred to in clause 1.3 of the Rights Agreement in respect of which S4C has the right to receive, adapt, translate into Welsh and incorporate in the Programme and every episode of the Programme in accordance with the provisions of the Rights Agreement.
<u>Footage:</u>	the live feed and/or the Material (audio and visual) from those Matches (if at all) that S4C has agreed to record and/or otherwise to act as ‘host broadcaster’ in respect of them during the Competition that the Supplier by this Agreement agrees to prepare and to make it available to the ERC and/or the other licencees of ERC in accordance with the content of clauses 1.4 and 7 of the Rights Agreement.
<u>Final Payment:</u>	the final payment specified in the Cashflow.

<u>Financial Details:</u>	the summary of the financial details of making the Programme as set out in Schedule 4.
<u>Force Majeure:</u>	force majeure as defined in Clause 12.4.
<u>General Dispute:</u>	any actual lock-out strike labour condition or other industrial action or labour dispute which has not been brought about by some act or omission of the Supplier its officers employees directors shareholders or group companies.
<u>Industrial Relations Contracts:</u>	The contracts regulating industrial relations negotiated with bodies which represent contributors to the making of the Programme or any part thereof and which have been approved in writing by S4C.
<u>Key Personnel:</u>	the personnel specified in the Programme Details.
<u>Local Dispute:</u>	any actual lockout strike labour condition or other industrial action or labour dispute other than a General Dispute.
<u>Matches:</u>	those matches in the Competition to be agreed between ERC and the other licencees of ERC in respect of which the Supplier on S4C's behalf, has the right to broadcast the highlights only in accordance with and subject to the terms and conditions of the Rights Agreement.
<u>Overspend:</u>	any amount by which the Actual Costs exceed the Budget.
<u>Production Fee:</u>	the Production Fee specified in the Financial Details.
<u>Production Schedule:</u>	the production schedule for the Programme attached in Schedule 5.
<u>Programme:</u>	the programme (or each episode of the programme) specified in the Programme Details and any interactive elements (if at all) associated with such programme which S4C requires the Supplier to provide in accordance with the Editorial and Business Brief and the Programme Information.
<u>Programme Details:</u>	the details for the Programme attached in Schedule 6.
<u>Programme Information:</u>	the information specified in Clause 3.7.
<u>Programme Materials:</u>	all material of whatever nature produced, acquired or collected by the Supplier in the development and production (including pre and post-production) of the Programme, or any episode of the Programme, including but not limited to research material and information, filmed and material recorded by or on behalf of the Supplier including Footage, presentations and interviews recorded and all surplus derivative and rejected material created during development and production or derived during the development and production together with the entire contribution made by the Supplier and all personnel contracted by the Supplier or rendering services in respect of the

Programme or any episode of the Programme including without limitation the creation alteration or amendment of any work in which copyright subsists but for the avoidance of doubt, excluding any Third Party Material.

- Programme Personnel: all the personnel required by the Supplier in order to fulfil promptly and properly its obligations under this Agreement whether they are employed personnel or freelance workers or otherwise including the Key Personnel and any person or persons employed by the Supplier instead of or in addition to its usual staff pursuant to Clauses 2.5 and 2.6.
- Quarter: a period of 3 calendar months, ending 30th June, 30th September, 31st December or 31st March in any calendar year from the date of this Agreement.
- Reports: the progress reports and cost reports to be submitted by the Supplier under Clause 4.6.
- Repeats and Residual Payments: repeat, residual and reuse fees and royalties which the Supplier has notified to S4C on Delivery and are payable upon exploitation of the Programme:-
- (i) in accordance with Industrial Relations Contracts; or
 - (ii) in accordance with the terms of this Agreement, to the owners or controllers of Third Party Material or contributors to the Programme.
- Rights Agreement: the written agreement dated 16th June 2005 made between ERC Ltd (the body who owns the broadcasting rights in the Heineken Cup Competition) ('ERC') (1) and S4C (2), where ERC grants to S4C and/or S4C's sub-contractors (and specifically, but without limitation, the Supplier) the right to attend the Matches and either to receive the Feed from the Matches and to incorporate them in the Programme and every episode of the Programme or, with regard to some Matchers, to attend the relevant Matches and to record them in their entirety, audio and/or visual, and to deliver the Footage as a "feed" to ERC and its other licencees in accordance with Schedule 9 of this Agreement and/or to incorporate it in the Programme or the relevant episodes of it and otherwise to broadcast the highlights of the Matches on S4C Analogue and/or S4C Digital.
- Rights Confirmation: the rights confirmation for the Programme which is attached in Schedule 3
- S4C Analogue: the service referred to in Section 57 of the Broadcasting Act 1990 as superseded by Section 204 of the Communications Act 2003.
- S4C Digital: the service referred to in Sections 29(1) and 84(3) of the Broadcasting Act 1996 and Section 204 of the Communications Act 2003 whether such service is

delivered by digital satellite, digital terrestrial or digital cable television or by a combination thereof or by telephone line or any other digital media now known or hereafter invented.

S4C's Compliance Guidelines:

The guidelines which apply to every aspect of producing, delivering and broadcasting each and every programme commissioned and/or broadcast by S4C from time to time during the term of this Agreement including without limitation the following documents collectively which are in force at the date of this Agreement:

S4C Programme Guidelines;
S4C Credits Guidelines;
S4C Sponsorship Guidelines;
S4C Subtitling Guidelines;
S4C Welsh Language Scheme;
Technical Requirements

together with S4C's current guidelines on health and safety, advertising breaks and equal opportunities and S4C's child protection policy or any revised versions of all or any of the above or any new versions which replace them or which are additional to any of them published by S4C at any time during the term of this Agreement in order to comply with S4C's statutory or legal obligations (including but without limitation the requirements of the Communications Act 2003 or any orders or regulations or statutory instruments published in its wake) provided always that any new or revised or additional guidelines shall not apply to the Programme until such time as S4C has notified the Supplier of them and has provided the Supplier with a copy of them.

S4C Credits Guidelines:

The credits guidelines published on the Production Site on the S4C Website at the date of this agreement or any revised version of such guidelines published by the S4C at any time during the term of this Agreement.

S4C Programme Guidelines:

Ofcom's Broadcast Code (May 2005) on the date of this Agreement or any revised version of such guidelines published by Ofcom at any time during the term of this Agreement together with S4C's Welsh Language Guidelines and any additional or supplemental guidelines (over and above Ofcom's Broadcast code) adopted or published by the S4C Authority from time to time.

S4C Sponsorship Guidelines:

Section 9 of Ofcom's Broadcasting Code (updated 2007) on the date of this Agreement or any revised guidelines published by Ofcom at any time during the term of this Agreement.

S4C Subtitling Guidelines:

The document 'Good Practice Guidelines for Subtitlers in Wales' (April 2000 edition) as amended by the ITC Code for Text Services (February 1998 edition) on the

date of this Agreement or any revised version of such guidelines published by S4C at any time during the term of this Agreement.

- S4C Welsh Language Scheme: the S4C Welsh language scheme (updated 2006) which has been prepared in compliance with the Welsh Language Act 1993 and a copy of which the Supplier acknowledges has been received by it.
- Simulcast: the simultaneous broadcast of the Programme on S4C Analogue and S4C Digital.
- Technical Requirements: the document entitled "Technical Requirements for Programmes supplied to S4C" (2006) attached in Schedule 7 of this Agreement as varied or revised from time to time as S4C considers necessary provided that such variations or revisions shall not apply to the Programme until S4C has notified the Supplier of such variations or revisions.
- Third Party Material: any material incorporated or proposed to be incorporated in the Programme or any episode of the Programme in respect of which any rights of copyright or any other rights of whatever nature are vested in or controlled by any third parties including the Feed.
- Total Contract Price: the total contract price specified in the Financial Details.
- Transmission Copy: the completed version of the episode of the Programme intended for transmission by S4C.
- Treatment: the treatment approved by S4C for the Programme, details of which are set out or referred to in the Editorial and Business Brief attached to the Programme Details.
- Underspend: with respect to the Programme, the amount (if any) by which the total of the Actual Costs is demonstrated by the final statement or an audit of the final statement referred to in Clause 4.18 to be less than the total of the Budget.
- Working Day: any day other than a Saturday, Sunday or public holiday.

- 1.2 Any reference to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations amending, modifying and/or extending such statute or provision.
- 1.3 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.
- 1.4 The word "copyright" means the entire copyright, the data base right and design right subsisting under the laws of United Kingdom and all analogous rights subsisting under the laws of each jurisdiction throughout the world.

- 1.5 The term “Programme” shall include each individual episode of the Programme and any and all sound recordings included in the sound track of such programme and any and all excerpts from sound recordings and/or other programmes incorporated in such programme.
- 1.6 Unless otherwise stated time shall be of the essence for the purpose of the performance of the Supplier’s obligations under this Agreement. Unless otherwise stated time shall be of the essence for performance of S4C’s payment obligations PROVIDED this provision shall not extend to payments withheld by S4C in accordance with the other terms of this Agreement and PROVIDED FURTHER that the Supplier shall notify S4C in writing of any breach of S4C’s payment obligations hereunder and S4C shall have seven (7) Working Days from receipt of such notice to rectify such breach.
- 1.7 The subject headings to the Clauses of this Agreement are for guidance only and are not intended to limit or restrict the wording of any clause in any way.
- 1.8 The S4C Compliance Guidelines are hereby incorporated by reference into this Agreement. In the event of any conflict between this Agreement and the S4C Compliance Guidelines, this Agreement shall prevail.

Section 2 - Producing the Programme

Programme Details

- 2.1 The Supplier warrants undertakes and agrees to make and produce the Programme and each episode of it in accordance with the Programme Details and to Deliver the Programme and each episode of it to S4C on or before the relevant Delivery Date.
- 2.2.1 If at the time of signature of this Agreement any Programme Details are not specified or are subject to further agreement, then the Supplier shall obtain S4C's written agreement to them and such written agreement shall be a condition precedent to S4C's payment obligations hereunder remaining from time to time to be fulfilled. S4C shall respond to a request for approval as soon as reasonably practicable.
- 2.2.2 The Supplier acknowledges that the slot length and duration of each episode of the Programme may vary from time to time during the period of this Agreement in accordance with S4C's requirements
- 2.2.3 S4C will give the Supplier reasonable warning of its intention to change the slot time.
- 2.2.4 S4C will determine the running time of each episode of the Programme and will notify the Supplier of it as soon as practicable before broadcast of each episode and this will not under any circumstances be later than the start of broadcasting the relevant episode and each episode will be made and produced so as to run for the duration determined by S4C.
- 2.3 The parties agree that the nature and content of the Programmes or any one or more of the episodes may vary from time to time during the term of this Agreement as a result of the continuous dialogue between the Supplier and the Content Editor and specifically, but without limitation, as a result of the Editorial Meetings (as defined in Clause 2.13 below). Each variation shall be deemed to form a part of the Programme Details for the purpose of this Agreement. Costs incurred as a result of these variations will be treated in accordance with Clause 2.18.
- 2.4 The Programme and each episode of the Programme shall be made and produced to be suitable for broadcasting within the slot noted in the Programme Details or the amended slot in accordance with Clause 2.2 above, and suitable for the target audience noted in the Programme Details. The Programme shall be made in the language specified in the Programme Details and shall contain the Commercial Breaks. The Programme shall not include any product placement or direct or indirect advertising other than the Commercial Breaks. This Clause does not prohibit any sponsorship arrangements agreed in accordance with S4C's Sponsorship Guidelines and Clause 2.24.2 or any interactive arrangements (if at all) to which S4C has given its express prior approval. Specifically, but without limitation, the Supplier acknowledges and agrees that S4C has the right to secure sponsor for the broadcasts of the Programme.
- 2.5 The Key Personnel have been approved by both parties and have been contracted by the Supplier for the Term of this Agreement and they will spend however much time as is necessary during the Programme production period(s) to ensure that the Programme and each episode of the Programme is produced to a high standard and in accordance with the terms of this Agreement and to the standard noted in the Rights Agreement ('Standard' as defined in the Rights Agreement). The Supplier will not employ or use any other person to carry out these duties without S4C's prior consent, and S4C will not delay or refuse consent unreasonably in the case of other personnel which S4C considers to be suitable and competent to do the work.
- 2.6 The Supplier warrants and undertakes that the Programme Personnel have the necessary experience and qualifications to ensure that the Programme and each

episode of the Programme is produced and broadcast promptly in accordance with this Agreement.

2.7 It is a precondition to S4C's payment and other obligations under this Agreement that the Supplier shall before commencement of the Term : -

2.7.1 procure that the individual producer and the individual director of the Programme shall execute and deliver to S4C inducement letters in a form approved by S4C; or

2.7.2 engage each individual producer and each individual director either in accordance with such standard form of engagement for the Supplier's staff as S4C shall approve or in accordance with such form of engagement for freelance producers or directors as S4C shall approve

and the Supplier undertakes to S4C that each producer and director who has not executed and delivered to S4C inducement letters shall be engaged in accordance with a standard agreement approved by S4C and the Supplier shall not agree to any variations to such standard agreement without S4C's prior consent.

2.8 Pursuant to and in accordance with the terms and conditions of the Rights Agreement, S4C has acquired the right, licence and permission to attend the Matches and the grounds where the Matches will be played and to broadcast the Feed or to record the Footage and/or otherwise to broadcast the Matches in accordance with the Rights Agreement ('the Access Rights') as described in Schedule 9. In addition, ERC, by virtue of the Rights Agreement, has acknowledged confirmed and agreed that the Supplier will have the right to exercise the Access Rights and other rights noted in the Rights Agreement on S4C's behalf for the purposes of producing the Programme and (if relevant) for the purposes of fulfilling S4C's obligations to act as host broadcaster and to prepare or make available the Footage.

2.9 In accordance with the Rights Agreement, S4C authorises the Supplier to exercise the Access Rights and other rights set out in Schedule 9 on S4C's behalf during the duration of this Agreement but subject to and in accordance with the terms and conditions contained in the Rights Agreement and in particular but without limitation on condition that the Supplier complies with the obligations and requirements of Schedule 9 and exercises the Access Rights and produces the Programme and each episode of it in such a way as enables S4C to comply with its obligations under the Rights Agreement. The Supplier represents, warrants and undertakes with S4C to perform such obligations and to comply with the terms and conditions of the Rights Agreement in relation to the Access Rights in the Rights Agreement promptly and fully.

2.10 Without prejudice to the generality of Clause 2.9 above, the Supplier warrants and undertakes with S4C that the Supplier, when attending the Matches, broadcasting them and producing the Programme and each episode of it, shall comply with the following obligations in the Rights Agreement:-

2.10.1 the conditions with regard to gaining access to the Matches contained in Clause 2 of Schedule 9;

2.10.2 the obligation to consult with ERC contained in clauses 3 and 4 of Schedule 9;

2.10.3 the obligation to prepare or make available the Footage for the ERC or the other licencees of the ERC contained in clause 4 of Schedule 9;

- 2.10.4 the obligation to use the correct titles and branding for the Matches and ERC (as defined in the Rights Agreement) in accordance with Clause 5 of Schedule 9.

The Supplier represents, warrants and undertakes with S4C to perform such obligations and to comply with the terms and conditions in Schedule 9 promptly and fully. Without prejudice to the generality of the foregoing, the Supplier undertakes to liaise with S4C regularly and to obtain S4C's approval before acting in any way and on any occasion which is contrary to or inconsistent with the rights and obligations of S4C under Schedule 9 and to exercise the Access Rights, to attend and broadcast the Matches and to produce the Programme and each episode of it in accordance with S4C's requirements.

Editorial Control

- 2.11 The production and Delivery of the Programme and each episode of the Programme in accordance with this Agreement shall be the sole responsibility of the Supplier but S4C shall have ultimate editorial control provided that due consideration shall be given to the views expressed by the Supplier. All major creative decisions relating to the production of the Programme shall be made by the Supplier and S4C jointly but in the event of any dispute the decision of S4C shall be final and binding on the Supplier. The Supplier shall comply with the requirements of S4C as explained to the Supplier by the Content Editor.
- 2.12 The Supplier shall contact the Content Editor regularly during the production period of the Programme and each episode of the Programme and will ensure that the Content Editor is fully informed as to the progress of the production. Specifically, the Supplier shall notify the Content Editor and ensure that the Content Editor is fully familiar with any event or matter which the Supplier knows or that the Supplier should realise which could affect the Suppliers ability to fulfil its obligations under this Agreement. Without prejudice to the generality of the foregoing and as a condition precedent to S4C's payment obligations from time to time remaining to be discharged, the Supplier shall submit to the Content Editor by the relevant date (if any) noted in Paragraph 16 of the Programme Details and obtain the Content Editor's approval of all matters listed in Paragraph 16 of the Programme Details in each case prior to proceeding to the next stage of production for the Programme. Failure to comply with this clause shall be a fundamental breach of this Agreement.
- 2.13 Without prejudice to the generality of the foregoing, the Supplier and S4C will be in regular contact with each other during the Term and at least one month before commencement of the Term regarding every aspect of production and delivery of the Programme and each episode of it to S4C, including but without limitation regarding all the editorial aspects including the selection of the Matches to be broadcast on S4C, the nature and presentation of the material from the Matches, content and nature of the Programme and each episode of it and the way the broadcasts are promoted. To this end, the Supplier and S4C will hold (whether on the phone or face to face) and (if applicable) attend regular editorial meetings during the Term (the "Editorial Meetings") which will include one representative of S4C and one representative on behalf of the Supplier. The Supplier and S4C will consider, discuss and endeavour to agree in good faith the following (inter alia):-
- 2.13.1 which Matches of those being played the following week-end to be recorded "the chosen matches" to be broadcast within the Programme;
- 2.13.2 content and nature of the Programme for the previous week and the content and nature of the Programme for the following week/next episode/episodes of the Programme;
- 2.13.3 the studio guests.

- 2.14 The Supplier will obtain the Content Editor's approval of all the matters or elements listed in the Programme Details and will obtain the Content Editor's approval with regard to changes or proposed amendments to the following elements:-
- 2.14.1 the set;
 - 2.14.2 the opening and closing titles;
 - 2.14.3 the graphics and technology packages used during the broadcasts;
 - 2.14.4 opening and closing music for the Programme and any other music required for the Programme.
- 2.15 The Supplier will ensure that the Programme and each episode of it adheres to any guidelines agreed during the Editorial Meetings and are in accordance with the branding guidelines and the other requirements set out in Schedule 9 of this Agreement.
- 2.16 The Supplier shall permit authorised representatives of S4C to be present at any time during any part of the making of the Programme and any episode of the Programme.
- 2.17 S4C upon giving to the Supplier reasonable notice in writing (but in an emergency at short notice if reasonably required in S4C's opinion) may require the Supplier to procure the attendance of its representatives at S4C's offices (or such other place as may be specified by S4C in the notice) to discuss any aspect of the making of the Programme or any episode of the Programme. The Supplier shall use its reasonable endeavours to comply with S4C's request for the attendance of any individual involved in the making of the Programme.
- 2.18 The Supplier shall carry out such editorial changes to the Programme as S4C shall require. If as a direct result of such editorial changes, the Actual Costs shall exceed the Budget for the Programme, the excess will be dealt with as follows: -
- 2.18.1 Where the excess has arisen substantially because of: -
 - (i) the Supplier's unauthorised departure from any of the Programme Details or the S4C Compliance Guidelines without approval; or
 - (ii) the Supplier's failure to obtain any approval required by this Agreement; or
 - (iii) the Supplier's failure to produce the Programme to the technical quality required by this Agreement; or
 - (iv) the negligence or carelessness of the Supplier; or
 - (v) some breach or non-observance of any provision of this Agreement on the part of the Supplier and specifically but without limitation the requirements in Schedule 9then the Supplier will notify S4C of the excess in accordance with Clause 4.22 and be dealt with in accordance with Clauses 4.23 to 4.25 inclusive.
 - 2.18.2 Otherwise such excess (to the extent that it is a direct result of S4C's editorial changes and they cannot be absorbed within the Budget) shall be borne by S4C provided that at the time when S4C required the changes the Supplier notified S4C that such changes would or might result in such excess so that S4C could reconsider whether the changes would still be required. Such notification shall be in writing to S4C's Business Affairs Directorate (for the attention of Margaret Hughes and Siân Hill) with a copy to the Content Editor noting:-

- (i) the amount of the projected excess which shall not be incurred without the written consent of S4C's Business Affairs Directorate; and
- (ii) to what extent (if at all), in the Supplier's opinion, the excess can be absorbed within the Budget.

If the Supplier does not comply with this Clause 2.18.2 then such excess shall be regarded as an overspend and dealt with in accordance with Clauses 4.23 to 4.26 inclusive.

- 2.19 Where S4C has requested editorial changes which are not required as a result of circumstances contemplated by Clause 2.18.1 and the execution of such editorial changes would lead to a delay in the Delivery of the Programme the Supplier shall immediately give S4C full written details of such delay so that S4C can reconsider whether such changes will be required. In the event that S4C still requires such changes the Supplier shall not be liable for a delay in Delivery to the extent that such delay is stipulated in the written notice referred to above.

Underlying Rights

- 2.20 It is a material and fundamental condition of this Agreement that the Supplier (but without prejudice to the generality of Clause 2.7) in relation to the Programme and each episode of it shall by the date or dates specified in Paragraph C of the Confirmation of Rights secure in favour of S4C all rights licences clearances waivers consents and releases necessary for the exploitation of the Programme and each episode of it referred to in the Minimum Rights Required in Paragraph A of the Confirmation of Rights free from all limitations and encumbrances and specifically, but without limitation, the Supplier shall secure in favour of S4C by the date(s) noted in Paragraph C of the Confirmation of Rights all rights licences clearances waivers consents and releases necessary for the exploitation of the Programme Material by all or any means in all media worldwide unconditionally and free of any limitations and encumbrances. All rights, licences, clearances and waivers and all consents and waivers will be in writing unless this is not practical. The Supplier shall provide copies of any such agreements to S4C immediately upon request.
- 2.21 Where the Supplier wishes to incorporate music in any episode of the Programme, the Supplier shall not commission original music without S4C's prior written consent, and S4C shall not be obliged to pay more than a synchronisation fee at minimum S4C rates in respect of commissioned music unless S4C receives a copy of the completed agreement with the composer before the composer commences work. Such agreement shall be in a form approved by S4C and shall secure for S4C all rights of exploitation (including without limitation the copyright and music publishing rights in the music) but any musicians performing the music will be subject to the requirements of the Confirmation of Rights. For the avoidance of doubt, the Supplier will not incorporate any music in the Footage.
- 2.22 When entering into contracts with presenters, commentators, guests, (subject to Clause 2.21 above) composer of any original music commissioned for the Programme, any director, producer or freelance designer, or any other contributor the Supplier shall ensure that such contracts shall secure for S4C all rights of exploitation by any means in all media worldwide (but S4C acknowledges that the Supplier will not be expected to secure any rights above the Minimum Rights referred to in Paragraph A of the Confirmation of Rights with respect of any Third Party Material and any musicians contributing to the Programme and (if relevant) any actors or any scriptwriters contributing to any Programme (if any)).
- 2.23 S4C shall have the right immediately on request to pre-approve any and all documents and contracts and to receive copies of any and all completed contracts relating to the Programme. S4C will give sufficient advance notice of any contract which it wishes to pre-approve. Without prejudice to the generality of the foregoing,

the Supplier shall not complete any of the following without obtaining the written approval of S4C to the terms thereof:

- 2.23.1 any contract with any person which seeks to give to such person a Repeats and Residual Payments or share of marketing, merchandising or any other income from the Programme or which seeks to give to such person the right to approve or veto any form of exploitation;
- 2.23.2 any contract which relates to the provision of any form of sponsorship in relation to the Programme (**all Sponsorship being in any event subject to the S4C Sponsorship Guidelines and to the provisions of the Rights Agreement**).

In the event that S4C does not comment on a contract submitted for approval at S4C's specific written request within seven (7) Working Days of receipt of the contract by S4C, then S4C shall be deemed to have approved it.

- 2.24 The Supplier having obtained the approval of S4C to any agreement in respect of the Programme shall not thereafter amend or vary such agreement without the further approval of S4C. The approval by or involvement of S4C in preparing any agreement or checking underlying rights or programme content on S4C's behalf shall not amount to a waiver by S4C of or be deemed to put S4C on notice of any breach or non-observance by the Supplier of its obligations under the provisions of this Agreement unless (in the case of a contract) S4C's Legal Unit had specifically and in writing requested approval of that contract and subsequently confirmed its approval in writing, and S4C shall not be deemed to have waived or to be put on notice of any breach or non-observance in a situation where S4C is deemed to approve an agreement as a result of S4C's failure to respond within the specific period.
- 2.25 No agreement in respect of the Programme shall unless previously approved in writing by S4C contain provisions restricting the free assignment thereof to S4C or to any company which S4C may appoint to take over and complete production of the Programme, unless S4C shall have confirmed its acceptance of the same beforehand. The Supplier shall if requested to do so execute forthwith formal assignments of any or all of such agreements in favour of S4C or such other company and provided such agreements conform in all respects to the requirements of this Agreement S4C shall indemnify the Supplier against any loss suffered or incurred as a direct or indirect result of any breach by S4C of the terms of such agreements.
- 2.26 Promptly on request at any time the Supplier shall provide S4C with such documents or confirmation required by S4C for the purposes of rights clearances, errors and omissions insurance or copyright registration.

Music and Effects Track

- 2.27 If required by the Programme Details or subsequently requested by S4C, the Supplier shall provide a music and effects track in respect of the Programme. The pre-agreed cost of doing so shall be borne by the Supplier where it can be accommodated within the Budget but otherwise by S4C.

Copyright Notices

- 2.28 The following Copyright notice shall appear at the end of each episode of the Programme: -

Welsh:	Hawlfraint	©S4C MMVIII/MMIX Cedwir pob hawl
English:	Copyright	©S4C MMVIII/MMIX All rights reserved

Credits

- 2.29 Unless otherwise specified in the Programme Details, the Supplier shall be entitled to a reasonably prominent credit at the end of each episode of the Programme in the form set out in the S4C Credits Guidelines. The Supplier shall not incorporate its name or logo at the beginning of any episode of the Programme nor any reference to any website at the beginning or end of any episode of the Programme without S4C's written consent. S4C shall have the right to require the Supplier to display the address of any website which relates to the Programme or to superimpose such a credit at the end of every or any episode of the Programme.
- 2.30 S4C shall be credited in accordance with the S4C Credits Guidelines. S4C reserves the right to superimpose its own S4C presentation credit and/or logo at the commencement of the Programme. S4C reserves the right to move any and all credit(s) or to edit the credits or to generate its own credits in the event of a breach of the S4C Credits Guidelines or of Clause 2.29 above or to meet S4C's operational requirements. S4C shall not exercise this right where it has approved any contractual commitment in respect of credits under clause 2.32. If such change is necessary as a result of a failure by the Supplier to meet the S4C Credits Guidelines, S4C shall be entitled to demand reimbursement by the Supplier of the cost of such changes (which demand shall be met promptly by the Supplier) or alternatively offset such costs against other monies due from S4C to the Supplier under this Agreement or any other agreement.
- 2.31 The remedy of the Supplier and third parties arising out of a proven breach by S4C or its licensees of any contractual obligations hereunder in respect of credits shall be limited to damages and shall not extend to injunctive relief.
- 2.32 The Content Editor shall be entitled to request a copy of the list of credits proposed to be included in the Programme for approval both as to form and language. Where the Content Editor requests such a copy, S4C shall comment on the same within the time period specified in the Programme Details, failing which approval shall be deemed. All credits shall comply with the S4C Credits Guidelines in all respects including without limitation as to placement prominence duration speed and form.
- 2.33 The Supplier shall not enter into any contractual commitment in respect of the credits for any episode of the Programme with any third party without first obtaining the written consent of S4C.

Marketing and Presentation

- 2.34 Marketing and Presentation of the Programme shall be at the discretion of S4C's Marketing Department. In particular but without limitation, unless specifically agreed in writing between S4C and the Supplier, S4C (in relation only to S4C and the Supplier) will have the sole right to create, establish and run a programme-related website or websites and/or a website for the purpose of promoting the Programme. The Supplier shall contact S4C's Marketing Department as soon as reasonably practicable (but in any case no later than the commencement of production) in order to discuss promotion and publicity for the Programme and the Supplier shall not promote or advertise any episode of the Programme without the written consent of S4C's Marketing Department. The Supplier will promptly provide S4C with all necessary assistance and material in relation to promotional campaigns and advertising.
- 2.35 The Supplier shall supply (as soon as reasonably practical before the Delivery Date) for each episode of the Programme, any promotional material, photographs and any other material including any information regarding the content or nature of any episode (and specifically information on the Match(es) and guests appearing in the relevant episode), Match statistics or any one or more of them or clips or other film material from the Matches for promotional purposes as shall reasonably be required by S4C. Specifically, but without limitation, the Supplier will co-operate with and assist S4C's Marketing Department with any marketing campaigns for the

Programme carried out by S4C during the Term of this Agreement and will provide such information and material (including clips of Matches reasonably requested by S4C) without delay.

- 2.36 If the Programme Details provide for the delivery of a programme trailer, the Supplier shall supply a trailer to S4C in accordance with S4C's requirements and within the Total Contract Price. Otherwise, promptly on request from S4C's Marketing Department the Supplier shall provide S4C with material for on-screen promotions but the preparation of promotions and trailers shall be carried out by S4C's Marketing Department
- 2.37 The Supplier shall allow sufficient time in the Production Schedule for a photographer (nominated and paid for by S4C and working to a brief specified by S4C) to be present to take photographs for publicity and promotional purposes and where relevant to shoot promotional material for on-screen trailers.
- 2.38 The Supplier shall use all reasonable endeavours to ensure the availability of the Key Personnel and any guests at any time during the Production Schedule for photographic shoots and interviews for publicity purposes. Attendance shall be at the Supplier's cost where attendance is required on a day during which the Key Personnel involved are engaged for the purposes of the Programme but, otherwise, shall be at S4C's cost.

Health & Safety

- 2.39 In performing its obligations under this Agreement the Supplier shall comply and shall ensure that all personnel engaged on the production of the Programme (whether on an employed or freelance basis or otherwise) shall comply with all relevant health and safety rules, regulations and legislation from time to time in force and with the health and safety requirements contained in the S4C Compliance Guidelines.
- 2.40 Any material breach of health and safety legislation and/or regulations and/or guidelines issued by S4C in relation to health and safety and/or the Supplier's warranties or obligations pursuant to these Clauses 2.39 to 2.43 (inclusive) by the Supplier shall constitute a material breach by the Supplier of its contractual obligations to S4C under the terms of this Agreement and shall entitle S4C to terminate this Agreement in whole or in part under the provisions of Clause 9.9.
- 2.41 The Supplier warrants that the Competent Person specified in the Programme Details shall be available at all times throughout the period of production of the Programme to and shall assess and advise on the risks to health and safety of all persons who could be affected by the Supplier's actions in relation to the production of the Programme, that the Competent Person is a competent person within the meaning of the Management of Health and Safety at Work Regulations 1992 and that each of (a) the Competent Person and (b) the director or employee of the Supplier having ultimate responsibility on the behalf of the Supplier for the performance by the Supplier of this Agreement, the administration of the Budget and the production of the Programme (where such a director or employee is not the Competent Person specified in the Programme Details and whether or not such director or employee of the Supplier is the individual producer of the Programme) possesses a National Vocational Qualification in production safety ('the Qualification') at level 3 (Unit X3) or above. It is a precondition to the parties' obligations under this Agreement and in particular to S4C's payment obligations that the Competent Person and (if different) the director or employee of the Supplier supervising the production has the Qualification at level 3 (Unit X3) on or before the first day of the pre-production period for the Programme.
- 2.42 Without prejudice to the provisions of Clauses 2.39 to 2.41 (inclusive) and in addition thereto, the Supplier undertakes to comply and to procure that all the Programme Personnel or those of them who attend the Matches comply with all the obligations, rules and regulations which apply to the grounds where the Matches are played or any

one or more of them and any reasonable orders or directions that the ERC or the owners or controllers of the grounds may issue in relation to health and safety and the use of the grounds or access to them from time to time during the Competition.

- 2.43 S4C shall be entitled at any time upon reasonable notice to carry out or instruct a representative to carry out an audit of the Supplier's health and safety policy and procedures and of the Supplier's compliance with the provisions of this Agreement and the S4C Compliance Guidelines relating to health and safety. In the event that as a result of any such audit S4C is not satisfied that the Supplier is complying with its obligations hereunder S4C may: -
- 2.43.1 require the Supplier to adopt measures to improve the Supplier's health and safety policy and procedures; and/or
 - 2.43.2 require the Supplier to replace the Competent Person specified in the Programme Details with a different Competent Person approved by S4C; and/or
 - 2.43.3 terminate this Agreement.

Insurance

- 2.44 The Supplier undertakes prior to the commencement of production of the Programme to effect suitable insurance policies with reputable insurance companies or underwriters against all risks normally insured against by a prudent producer and to pay all premiums due in respect thereof. It is understood and agreed that it shall be the responsibility of the Supplier to ensure that the amount of cover pursuant to the policies effected by it is adequate in accordance with industry custom and practice and the particular circumstances of the Programme. Without prejudice to the generality of the foregoing such insurance shall include (but not be limited to) the following:-
- (i) third Party/Public Liability insurance until Delivery of the Programme in its entirety;
 - (ii) indemnity against damage to or loss of negative stock, the negative, the videotape and soundtrack and other property to be used in connection with the production of the Programme and each episode of the Programme;
 - (iii) indemnity against the risks of accident to or illness or death of the director, producers, executive producers, cast and contributors and any other person as may be specified by S4C;
 - (iv) employers liability insurance for the duration of production of the Programme;
 - (v) such other insurance as may be reasonably required by S4C or by law.
- 2.45 The Supplier agrees that it is the Supplier's responsibility to comply on a day-to-day basis with the terms, conditions and limitations of the Insurance Policies throughout the period of pre-production, production and post-production and until Delivery of the Programme and every episode. In particular, the Supplier undertakes to notify S4C in the event that any matter or element is refused insurance cover or the cover therefore is withdrawn or if there are any exclusions from such cover or deductions in respect of any insured risks.
- 2.46 The Supplier shall not do or allow to be done anything whereby any such policy may lapse or become wholly or partly void or voidable.
- 2.47 Any monies payable under any relevant policy of insurance shall be applied to continue with the production of the Programme unless production of the Programme has been abandoned, in which case all such monies shall be applied in reimbursing monies paid by S4C under this Agreement.

- 2.48 The Supplier shall maintain the Insurance Policies in full force and effect throughout pre-production and production and until Delivery and the Supplier shall procure that S4C is noted as loss payee and as additional insured on all Insurance Policies.
- 2.49 The Supplier shall pay all premiums in respect of the Insurance Policies.
- 2.50 The Supplier shall promptly on request provide S4C with full information and documentation relating to all Insurance Policies and all modifications additions and extensions of such Insurance Policies.
- 2.51 The Supplier shall forthwith advise S4C in writing of the happening of any event which might give rise to a claim under any of the Insurance Policies and which may prevent the Supplier from complying with its contractual responsibilities under this Agreement. The Supplier shall provide S4C with copies of all correspondence and documentation relating to any such matter immediately on receipt. The Supplier shall not shall make or advance or compromise or settle any insurance claim in such circumstances without the prior written approval of S4C, such approval not to be unreasonably withheld or delayed and the Supplier shall and shall procure that all Personnel shall promptly follow the reasonable instructions of S4C.

Safe Custody

- 2.52 The Supplier shall be responsible for the safe custody of a duplicate master of each episode of the Programme along with recordings of the Matches in accordance with Clause 3.5. S4C shall have free and unrestricted access to such copies. However, the Supplier acknowledges and agrees that the Supplier shall not have any right to use or exploit such copies or any clip or part of the Programme or any episode of it or of the Match from the Matches except for the purpose of fulfilling its obligations under this Agreement and specifically, but without limitation, the Supplier shall not broadcast or show the material on any website, service or channel owned or controlled by the Supplier without S4C's prior written consent.

Industrial Relations

- 2.53 The Supplier acknowledges that the Supplier is responsible for industrial relations. S4C expects that the Supplier shall have established appropriate industrial relations arrangements in connection with production and delivery of the Programme.
- 2.54 For the purposes of calculating and paying Repeat and Residual Payments which may be payable to the actors, musicians, and writers (if at all) who contribute to the making of any Programme, S4C acknowledges that it is advantageous to S4C if such creative contributors are engaged and paid in accordance with the Industrial Relations Contracts and S4C encourages the Supplier to use the Industrial Relations Contracts. Repeat and Residual Payments payable in accordance with the Industrial Relations Contracts shall therefore be deemed to be approved by S4C and S4C's written approval thereof shall not be required.

Teletext Subtitles

- 2.55 Paragraph 7 of the relevant Programme details indicates whether the Programme is to carry teletext subtitles. Where the relevant Programme Details indicates that the relevant Programme is to carry teletext subtitles and where the Individual Programme Budget comprises an allowance in respect of the cost of the subtitles, the Supplier undertakes with S4C to carry out or commission the subtitling and to Deliver to S4C teletext subtitles for the relevant Programme in accordance with the provisions of Clause 2.57 and 3.3 on or by the Sub-titles Delivery Date.
- 2.56 Where the cost of subtitling is not included in the Budget, the Supplier will obtain S4C's written approval of the cost which S4C will pay following receipt of the Supplier's invoice. The Supplier will not submit such invoice until the subtitling work has been carried out in accordance with this Agreement.

2.57 The Supplier undertakes that: -

- 2.57.1 all subtitling will be carried out by specialists and in accordance with all applicable guidelines (including without limitation the S4C Subtitling Guidelines; and
- 2.57.2 all subtitling will be of the highest linguistic quality and journalistic standards and will include time codes which correspond with the Programme time codes and will otherwise comply in all respects with the Technical Requirements (including without limitation the Section in the Technical Requirements headed "Sub-titles"); and
- 2.57.3 where the Supplier does not carry out the subtitling work itself, it shall in a timely manner supply the person or company to whom it subcontracts the subtitling work with all materials, including without limitation tapes and scripts, necessary to enable the subtitling to be carried out and the Programme to be delivered in accordance with this Agreement.

Section 3 - Delivery

Delivery Requirements

- 3.1 The Programme or any episode of the Programme shall not be deemed Delivered until the Supplier shall have complied fully with the requirements of this Agreement including without limitation of Clauses 3.3-3.9 together with any additional or different requirements specified in the Programme Details.

Delivery Date

- 3.2 The Supplier undertakes to notify S4C immediately in writing if at any time and for any reason it appears that Delivery of any episode of the Programme may be delayed beyond the Delivery Date. Any such notice shall specify the reasons for any likely failure to meet the Delivery Date.

Delivery of the Programme

- 3.3 The Supplier shall on or before the time and date specified in the Programme Details as the Delivery Date of each episode of the Programme, Deliver each episode in accordance with Clause 3.5 and free of all claims liens charges mortgages or encumbrances whatsoever other than any Repeats and Residuals Payments (if any) which have been approved by S4C before hand and the provisions of the Confirmation of Rights. ,
- 3.4 Unless otherwise agreed by S4C in writing the Transmission Copy of each episode of the Programme shall be Delivered by transmission link to S4C's transmission centre in the format specified in the Programme Details and otherwise wholly in accordance with the provisions of the Technical Requirements which apply to that format and to live Programmes or Programmes Delivered by transmission link to S4C's transmission centre. The transfer and communication link costs shall be included in the Budget and the procedure shall be carried out in full accordance with the Technical Requirements (and in particular but without limitation in accordance with the relevant Section (pages 15 – 17) in the Technical Requirements).
- 3.5 For the avoidance of doubt, the Supplier shall be responsible and liable for delivery of the Programme and each episode of it without any limitation (except to the extent noted below) and the Supplier's responsibility or liability will not cease until the relevant episode has been delivered to S4C in accordance with Clause 3.4. In particular, but without limitation, the Supplier will be responsible and liable for:-
- 3.5.1 in relation to the Feed, making the arrangements with the 'Host Broadcaster' for the relevant Match and for gaining access to and transfer of the Feed from the relevant rugby ground or from the closest 'PTT' to the Supplier's broadcast centre and for gaining access to the Matches and to be able to record Programme Material from the Matches and for delivery of any Programme Material from the Matches from the grounds to the Supplier's broadcast centre in each case in the most convenient and safe manner in the opinion of the Supplier and, where the Supplier elects to transfer the Feed and/or the Programme Material from the grounds to the Supplier's broadcast centre by transmission link (including satellite), then the Supplier shall be liable to deliver the Feed and the Programme Material live from the Matches to the Supplier's broadcast centre and to a first class technical and pictorial quality suitable for television transmission in accordance with the Technical Requirements and free from any defects, deficiencies or distortions. In particular but without limitation, the Supplier shall be liable for arranging and obtaining the transmission link and for any defects, deficiencies or distortions in the Feed and/or the Programme Material for the Matches occasioned by the transmission link. Accordingly, the Supplier shall be liable under this

Agreement if S4C is unable to broadcast any episode in its entirety or partly as a result of the failure or any defects or deficiencies in the transmission link;

- 3.5.2 in relation to the Footage, making the relevant arrangements to gain access to the ground where the Matches are being played and for the making and delivery of the recordings of the Matches in vision and sound and any other Programme Material from the Matches from the grounds to the Supplier's broadcast centre in the most convenient and safe manner in the opinion of the Supplier and for making the Footage available to the other ERC licencees in accordance with the Rights Agreement and specifically the requirements of Schedule 9 of this Agreement and where the Supplier elects to transfer the Footage and other Programme Material from the Matches to the Supplier's broadcast centre by transmission link, then the Supplier shall be liable to deliver the Programme Material live from the Matches to the Supplier's broadcast centre by and to a first class technical and pictorial quality suitable for television transmission in accordance with the Technical Requirements and free from any defects, deficiencies and distortions. In particular but without limitation the Supplier shall be liable for arranging the transmission link from the grounds to the Supplier's broadcast centre (but not for the transmission link used and organised by the other ERC licencees to deliver the Footage from the grounds to their broadcast centres) and for any defects, deficiencies or distortions in the Programme Material occasioned by the transmission link. Accordingly, the Supplier shall be liable under this Agreement if S4C is unable to broadcast any episode in its entirety or partly as a result of the failure or any deficiencies in such transmission links.
 - 3.5.3 keeping a digibeta copy of the Feed the Footage and any other Programme Material and, copies of every episode of the Programme before their delivery to S4C's transmission centre or, with regard to the Footage, before making it available upon request to the other ERC licencees in accordance with Schedule 9 and any Programme Material throughout the term of this Agreement;
 - 3.5.4 for the cost of the transmission links from the Games to the Supplier's broadcast centre or otherwise for the cost of transferring the Feed and/or the Footage and all the Programme Material from the Matches to the Supplier's broadcast centre together with the cost of retaining copies in accordance with sub-Clause 3.5.3 above;
 - 3.5.5 for editing, adapting and incorporating the Feed and/or the Programme Material in the relevant episode or otherwise for producing and completing the relevant episode in accordance with the Programme Details and for its Delivery to S4C in accordance with Clause 3.4.
- 3.6 The Supplier warrants and undertakes that every episode of the Programme will be Delivered ready for transmission and without the need for subsequent return to the Supplier for the correction of spelling mistakes, replacement of captions and the like.

Programme Information

- 3.7 The Supplier shall Deliver (to S4C's Business Affairs Directorate unless otherwise stated) with respect to each episode of the Programme on or by the date or dates specified in Paragraph 21 of the Programme Details the "Programme As Completed Form" in S4C's standard form (delivered to S4C electronically) which shall include, without limitation:
 - 3.7.1 music cue sheets in S4C's standard form;

- 3.7.2 full details of Repeats and Residual Payments (if any) payable in accordance with this Agreement;
 - 3.7.3 details of any fees and/or terms applicable to the use of any Third Party Materials within the relevant episode;
 - 3.7.4 moral rights waivers in respect of all persons contributing copyright material to the Programme;
 - 3.7.5 details of any contributors to the Programme together with their forms of engagement;
 - 3.7.6 any other contracts not already delivered to S4C in accordance with Clause 2.7 and/or 2.21.
- 3.8 The Programme Information shall be full complete and accurate.
- 3.9 In addition to providing the Programme Information, the Supplier shall keep full and accurate records and contractual paperwork relating to the engagement of contributors to the Programme and the licensing of Third Party Material for use in the Programme and shall allow S4C free and unrestricted access to the same.

Defects and Delay

- 3.10 Each episode of the Programme shall be deemed to comply with the Technical Requirements and it shall constitute deemed approval of material submitted in accordance with Clauses 2.11 and 2.12 and Paragraph 16(j) of the Programme Details once S4C has broadcast the Programme PROVIDED THAT: -
- 3.10.1 each episode of the Programme had been Delivered in accordance with the Delivery Requirements and in particular but without limitation on or by the time and date specified in the Programme Details as the Delivery Date; **and**
 - 3.10.2 S4C has not, within 14 Working Days of broadcast notified the Supplier in writing that, notwithstanding broadcast, it rejects the Programme.
- 3.11 Subject to Clause 3.12 and without prejudice to its other rights and remedies (whether under this Agreement or otherwise), S4C has the right to reject any episode of the Programme for one or more of the following reasons (only): -
- 3.11.1 that the episode is not in S4C's sole but reasonable opinion of sufficient technical standard in accordance with the Technical Requirements; or
 - 3.11.2 that the content of the episode is in S4C's sole but reasonable opinion in breach of any provision of this Agreement (in particular but without limitation Schedule 9) in a way that cannot be rectified within a reasonable time having regard to S4C's intentions in transmitting the Programme; or
 - 3.11.3 that the content of the episode is in S4C's sole but reasonable opinion contrary to the S4C Compliance Guidelines.
- 3.12 Notwithstanding and except to the extent that the Programme or any episode of the Programme is deemed to comply with the Technical Requirements or is in accordance with Clauses 2.11 and 2.12 and Paragraph 16(j) of the Programme Details have been approved in accordance with Clause 3.10, broadcast of the Programme shall not deem the Programme to comply with the S4C Compliance Guidelines nor shall it amount to a waiver by S4C of any breach of this Agreement by the Supplier nor S4C's rights and remedies in relation thereto including without limitation S4C's right to demand Delivery of any Programme Information or other information which S4C is

entitled to receive under this Agreement and which has not been Delivered at that time.

- 3.13 S4C may in its absolute discretion decide not to broadcast the Programme or any one or more of the episodes in whole or in part.
- 3.14 Where the Supplier is late in Delivering the Programme Information (in accordance with Clauses 3.1, 3.4 and 3.7 in particular) for the Programme or any episode of it, S4C shall be entitled to deduct from monies due from S4C to the Supplier under this Agreement or any other agreement or to render as a debt payable on demand liquidated damages for each day of delay in the amount specified in the Programme Details. The parties accept and agree that such damages are a genuine pre-estimate of the loss likely to be suffered by S4C solely in respect of loss of S4C management time and resources and administrative costs caused to the following S4C departments in dealing with such delay and its consequences: -
Marketing; Presentation, Production; Technical; Scheduling; Library; Subtitling and Business Affairs.

Where S4C exercises its rights under this Clause, such liquidated damages as are paid or deducted shall constitute a complete remedy in respect of such loss of management time and administrative costs as a result of delay by the Supplier in Delivery of the Programme Information only but shall not prevent the exercise by S4C of its rights and remedies (whether under this Agreement or otherwise) in respect of other losses, in particular, with respect to any failure by the Supplier to Deliver any episode of the Programme on time.

- 3.15 S4C shall not exercise its rights under Clause 3.14 where late Delivery results solely from an event of Force Majeure which has been notified to S4C in accordance with Clause 8.5. In particular but without limitation to the above, S4C shall not levy liquidated damages in relation to any documents which form part of the Programme Information (including without limitation any licences from the PRS, MCPS, PPL, VPL or any other body which controls the performing right or synchronisation right in any musical works incorporated in the Programme, any licences from the owners of any archive or photographic material or any artistic works comprised in the Programme or any licence in respect of any other Third Party Material) which the Supplier is unable to deliver to S4C within the relevant period or periods specified in Clause 3.7 for reasons beyond the reasonable control of the Supplier and in particular because of a delay on the part of the relevant third party. The Supplier undertakes to use its reasonable endeavours to obtain and to deliver to S4C the outstanding Programme Information as soon as possible after the relevant date or dates specified in Clause 3.7. S4C and the Supplier shall review the position as regards the outstanding Programme Information regularly and as long as the Supplier can satisfy S4C that it has used its reasonable endeavours to obtain and deliver to S4C the outstanding Programme Information since the date(s) specified in Clause 3.7 on the occasion of any such review e.g. by providing copies of letters sent by the Supplier to the owners of the Third Party Materials at least once a fortnight pressing them to provide the outstanding licences, then S4C shall not claim liquidated damages in respect of the outstanding Programme Information.

Section 4 - Financial Provisions

Payments to the Supplier

4.1 In consideration of the Supplier complying with and performing in a full and timely manner its obligations and warranties under this Agreement S4C shall pay to the Supplier in accordance with the Cashflow and subject to Clause 4.8 and the other provisions of this Agreement:

4.1.1 the Actual Costs up to and not exceeding the aggregate of the Direct Costs and the Other Costs as noted in 1 (a) and 1 (b) of Part 1 of Schedule 4;

4.1.2 the Production Fee.

S4C shall not suspend payment under this Clause unless any non-performance is of a material nature and shall give the Supplier fourteen (14) days' written notice of any non-performance which S4C considers entitles S4C to suspend payment under this Clause so that the Supplier has an opportunity to rectify such non-performance.

Budget

4.2 The Budget has been submitted to S4C by the Supplier and approved by S4C after consultation with the Supplier. Such approval by S4C shall not be deemed to be a representation or statement by S4C that the Budget is sufficient to complete the Programme and every episode of the Programme to the standard required by this Agreement or at all.

4.3 The Supplier shall manage and apply the funds made available by S4C faithfully and conscientiously towards the making of the Programme and for no other purpose whatsoever and shall pay all debts relating to the Programme promptly.

4.4 If the Supplier wishes to increase expenditure on a particular item in the Budget, it shall be entitled to do so provided such increase can be found by reducing expenditure on other items (**other than Direct Costs**) without affecting the overall quality of the Programme and provided further that S4C's Business Affairs Directorate is notified in writing of all such adjustments.

Production Fee

4.5 Subject to the other provisions of this Agreement the Production Fee shall be paid in accordance with the Cashflow and by means of a separate invoice.

Progress and Cost Reports

4.6 The Supplier shall complete and submit to S4C in relation to the Programme progress reports and cost reports in such form as S4C shall require for the purposes of its normal budgeting and cost control procedures, details of which will be provided to the Supplier prior to the Supplier commencing production of the Programme. Unless otherwise stated in the Financial Details the Supplier shall submit Cost Reports (noting the Direct Costs separately from the other costs) with every invoice. All Reports shall be signed by the producer referred to in the Programme Details.

4.7 The Supplier warrants that all Reports will be completed fully accurately and faithfully and admits that it is aware that S4C will make payment on the basis of Reports as submitted. If S4C makes payment on the basis of an incorrect false or misleading Report, the Supplier shall repay to S4C within 28 days of demand as a contract debt any over-payment and (except in the case of an obvious and simple error or where the Supplier reasonably believed the Reports to be correct) S4C shall be entitled to terminate this Agreement forthwith by notice in writing to the Supplier and/or exercise its rights under Clause 4.9.

Payments and Cashflow

- 4.8 Payment shall be made on the basis of the production funding requirement disclosed in up-to-date and properly completed and signed Reports (in the absence of any of which S4C shall be entitled to refuse payment) the amounts stated in the Cashflow being estimates only. In the event of a dispute as to the production funding requirement S4C's decision shall prevail. The dates on the invoices and number of payments shall be in accordance with the Cashflow and S4C shall not be liable to make early payment of any instalment. Proper VAT invoices shall be submitted by the Supplier to coincide with the dates in the Cashflow and S4C shall have fourteen (14) days from receipt of each invoice to settle such invoice.
- 4.9 Without prejudice to its rights and remedies elsewhere in this Agreement or generally S4C shall be entitled to withhold all or any part of any payment due to the Supplier under this Agreement if: -
- 4.9.1 S4C has rejected the Programme or any episode of the Programme; or
 - 4.9.2 the Supplier has not Delivered (in accordance with Clause 3.1) any episode of the Programme by the Delivery Date; or
 - 4.9.3 all approvals required by this Agreement have not been obtained or the Supplier is otherwise in breach of this Agreement and such breach has not arisen as a result of an identifiable breach of this Agreement by S4C; or
 - 4.9.4 S4C following a check or audit under Clause 4.18 has notified the Supplier that S4C is not satisfied that all expenditure has been incurred reasonably and in accordance with the terms of this Agreement; or
 - 4.9.5 S4C has made payment on the basis of an incorrect false or misleading Report (except in the case of an obvious and simple error or where the Supplier reasonably believed the Reports to be correct).
- 4.10 Payment by S4C of the whole or any part of an invoice shall not amount to an admission of the correctness or validity of it.

V.A.T

- 4.11 All amounts stated in this Agreement are exclusive of Value Added Tax which shall be paid where appropriate upon receipt of a proper VAT invoice. Where the Programme is made wholly or partly outside the UK and overseas local value added and other taxes are payable the Supplier shall use its best endeavours to secure such credits and refunds as are normally available from the relevant territory and shall credit the same towards the Actual Costs of the Programme.

Bank Account

- 4.12 The Supplier shall notify S4C in writing of all details of such account as S4C require in order to allow S4C to pay any amounts owed to the Supplier under this Agreement. The Direct Costs and other costs shall be cashflowed into the Bank Account in accordance with the Cashflow Clause 4.8 and the other provisions of this Agreement.
- 4.13 The Supplier declares that it shall hold all funds received pursuant to this Agreement as trustee upon trust for the benefit of S4C, and shall deal with all such funds strictly in accordance with the provisions of this Agreement.

Accounts Financial Records and Cost Statements

- 4.14 The Supplier shall maintain true faithful accurate and up-to-date accounts and financial records of the making of the Programme and shall not dispose of relevant vouchers invoices and receipts until S4C shall have completed all checks and/or audits under Clause 4.18.

- 4.15 After completing the Programme, the Supplier shall at its own cost prepare a statement of final cost (which shall give details of the actual Direct Costs and other costs for the Programme) and shall forward a copy to S4C as soon as is reasonably practicable and in any event within six (6) months of Delivery of the last episode of the Programme.
- 4.16 The statement of final cost referred to in Clause 4.15 shall be certified as accurate by the producer identified in the Programme Details.
- 4.17 Subject to the Programme and each episode of the Programme having been produced and Delivered in full accordance with this Agreement, S4C shall pay to the Supplier the remainder of the Production Fee within fourteen (14) Working Days of completion by S4C of any detailed check or audit by S4C of the statement of final cost.

Financial Checks and Audits

- 4.18 S4C shall be entitled to inspect check and take copies of all accounts and financial records relating to the Programme and any other accounts and records of the Supplier relevant to this Agreement at any time within usual business hours on reasonable notice and at its discretion (and at its own cost) may carry out at any time detailed checks and/or a full audit, which may be carried out by S4C's staff or by any recognised firm of accountants engaged by S4C.
- 4.19 The Supplier shall render all reasonable assistance and shall co-operate fully with regard to all inspections checks and audits carried out under Clause 4.18. S4C will bear the pre-agreed or, in default of agreement, reasonable out of pocket costs of such assistance unless any check or audit discloses misreporting on the part of the Supplier.
- 4.20 Without prejudice to clause 3.14 (to which S4C may resort as an alternative to its rights under this Clause) in the event that any Programme Information has not been supplied to S4C within 28 days of Delivery of the episode to which it relates then S4C may take whatever steps it deems necessary to obtain such information and the cost of doing so shall (subject to a maximum of £500 per Programme) be deducted from any money otherwise payable to the Supplier or (if greater) shall be charged to the Supplier and be payable forthwith on demand as a contract debt.
- 4.21 If a financial check or audit carried out under Clause 4.18 shows that a repayment should be made by the Supplier to S4C or by S4C to the Supplier where the Supplier had inadvertently understated the production funding requirement in Reports, then the Supplier or S4C shall make such repayment within twenty eight (28) days of a request to do so by the other.

Overspends

- 4.22 If the Supplier becomes aware that an Overspend will or is likely to occur the Supplier shall forthwith notify S4C's Business Affairs Directorate in writing giving full details and the reasons for the Overspend or likely Overspend and the extent (if any) to which (in the Supplier's opinion) such Overspend or likely Overspend can be absorbed within the Budget.
- 4.23 In the event that: -
- 4.23.1 the Supplier shall have notified S4C under Clause 4.22; or
- 4.23.2 in the reasonable opinion of S4C it appears that an Overspend is likely
- then the following provisions shall take effect: -
- (i) S4C may by notice in writing require the Supplier's representatives to attend a meeting at S4C's offices (or some other place specified by S4C) for the

purpose of investigating and discussing the costs of producing the Programme;

- (ii) the Supplier having received a notice under para (i) of this Clause shall not make any further payment or incur any further financial obligation in connection with the Programme without the specific consent of S4C, which shall (except in the circumstances of Clause 4.24) not be required to make any payment to the Supplier in the meantime other than in respect of payments which the Supplier is contractually obliged to make to third parties and which commitments have been properly entered into in pursuance of this Agreement;
- (iii) the Supplier's representatives shall attend any meeting specified in a notice served under para.(i) of this Clause, shall co-operate fully in any investigation and discussion, and shall disclose fully any relevant information requested, and the Supplier's failure to do so shall be a material breach by the Supplier;
- (iv) If, following such meeting, S4C is reasonably of the opinion that the Supplier will not complete the Programme within the Budget, then S4C may at its discretion and having afforded the Supplier an opportunity to present arguments to support the opposite viewpoint: -
 - (1) require changes in the Programme so that the Programme may be completed within the Budget ; and/or
 - (2) authorise an amended Budget; and/or
 - (3) unless the Overspend has arisen identifiably as a direct result of a breach by S4C of this Agreement or an Event of Force Majeure which has been notified in accordance with Clause 8.5 require the Supplier to obtain additional finance to complete the Programme such additional finance to be found:-
 - a. out of any Production Fee payable or paid to the Supplier, and thereafter;
 - b. out of the Supplier's own resources; or
 - (4) (except in the circumstances of Clause 4.24) in its absolute discretion terminate this Agreement forthwith.

4.24 S4C shall not withhold payment under Clause 4.23.2(ii), nor require the Supplier to obtain additional finance under Clause 4.23.2(iv) (3) or terminate this Agreement under Clause 4.23.2(iv) (4) in relation to any Overspend for which S4C is responsible under Clause 2.18 or in circumstances where S4C is satisfied in its sole discretion that such Overspend or likely Overspend can be met from an Underspend elsewhere in the Budget (other than on the Direct Costs budgeted for the Programme) without, in S4C's sole discretion, affecting the on-screen quality of the Programme.

4.25 The provisions of Clauses 4.22, 4.23 and 4.24 shall not prejudice any other rights of S4C in the event that any Overspend or likely Overspend arises out of any breach of this Agreement by the Supplier.

Underspends

- 4.26 If an Underspend on Direct Costs arises then the balance of budgeted Direct Costs underspent shall be retained by/repaid forthwith to S4C unless S4C agrees in writing that it shall be treated in accordance with the following provisions of this Clause 4.26.** If the total of the Actual Costs (excluding the Direct Costs unless S4C agrees otherwise as noted above) is demonstrated by an audit of the final statement referred to in Clause 4.15 to be less than the total of the Budget (excluding budgeted Direct Costs unless S4C otherwise agrees as noted above) then subject to Clause 4.27 the balance of the Budget underspent shall be applied as follows: -
- 4.26.1 firstly against any Overspend which S4C's Business Affairs Department may agree in writing. Where such Overspend has arisen as a result of some breach by the Supplier of this Agreement, then S4C's agreement under this Clause shall be without prejudice to its other rights and remedies in respect of the breach whether under this Agreement or otherwise;
 - 4.26.2 next (if any) to pay for making such enhancements to the Programme as may be authorised by S4C's Business Affairs Directorate by prior notice in writing;
 - 4.26.3 next (if any) to pay for producing such additional programming as S4C's Business Affairs Directorate and the Supplier may agree in writing;
 - 4.26.4 next (if any) to develop such new projects as S4C's Business Affairs Directorate and the Supplier may agree in writing. If no agreement is reached on the expiry of twelve (12) months from the Delivery of the Programme then the Underspend shall be shared equally between S4C and the Supplier subject to any cap on the Supplier's share which is specified in the Programme Details.
- 4.27 The application of any Underspend in accordance with Clause 4.26 shall be subject to the signature of such supporting documentation as S4C thinks reasonably necessary. In the event that in S4C's reasonable opinion any Underspend has arisen as a result of over-budgeting or currency fluctuations or at the expense of programme quality (whether technical or editorial) or as a result of provisions or contingencies in the Budget not being required then S4C may in its absolute discretion retain or require repayment of 100% of such Underspend.

Props and Sets

- 4.28 Following the completion of the Programme, the Supplier shall follow S4C's directions relating to the storage and/or dismantling and/or disposal of props sets and items (including by way of example only wardrobe technical equipment and vehicles) the cost of purchase or making of which has been met by S4C. Where S4C is unable to arrange storage for the props, sets and items for the Programme itself, S4C shall pay the pre-agreed cost of storage dismantling or disposal (as appropriate) of the props, sets and items. The Supplier shall supply promptly such cost estimates for storage or disposal of sets as S4C may reasonably require. No action shall be taken by the Supplier in relation to such props sets and items without S4C's prior written consent.
- 4.29 Upon delivery of the props, sets and items to the storage facility, the Supplier shall prepare a true inventory of all such props sets and items together with details of the amounts actually paid by the Supplier for each prop, set and item listed and shall deliver the list to S4C. Where the props, sets and items are not stored at the storage facilities provided by S4C for this purpose, the Supplier shall promptly on request procure such access to the place of storage of all such props sets and items as S4C may require for the purposes of inspection.

4.30 In the event that the proceeds of disposal of any prop set or item referred to in Clause 4.28 exceed the cost of dismantling and disposing of the same then the difference shall be paid to S4C by the Supplier within seven (7) days of receipt.

Section 5 - Ownership, Use and Exploitation of the Programme

Ownership and Copyright

- 5.1 In order that S4C can comply with its responsibilities under the Rights Agreement, the Supplier agrees, acknowledges and confirms that ownership of and the copyright in the Programme and each episode of the Programme and all Programme Material shall belong to S4C absolutely (with respect to the Supplier and all the Programme Personnel one hand and S4C on the other only) and, subject to clauses 2.20 to 2.26 inclusive, all of the following shall belong exclusively to S4C as commissioner of the Programme: -
- 5.1.1 the copyright and title in the picture and sound (excluding any Third Party Material) and any interactive elements (if at all) in each episode of the Programme;
 - 5.1.2 the copyright in the Treatment and any scripts (if any) on which the Programme or any episode of the Programme is based (including all drafts thereof);
 - 5.1.3 the copyright and title in the Transmission Copy and all copies of it of each episode of the Programme;
 - 5.1.4 the copyright and title in all the Programme Materials;
 - 5.1.5 the copyright and title in the music and the music publishing rights in all music commissioned by the Supplier for the Programme;
 - 5.1.6 the benefit of any and all rights of action under all contracts entered into by the Supplier in respect of the Programme and each episode of the Programme;
 - 5.1.7 the copyright and title in all the materials referred to in Clause 4.33 which have been designed for the purposes of the Programme and in which copyright subsists.
- 5.2 Ownership and title in all the Programme Materials and physical materials created in connection with the Programme and each episode of the programme (but, for the avoidance of doubt, excluding Third Party Material) shall vest in S4C on a sole absolute and unencumbered basis immediately on its creation. S4C hereby grants to the Supplier the right during the period of production of the Programme (and subject to earlier termination of this Agreement in whole or in part) to use such materials for the purpose of fulfilling the Supplier's obligations hereunder.
- 5.3 The Supplier as beneficial owner with full title guarantee hereby irrevocably assigns to S4C by way of an assignment of present and future copyright, the entire copyright, and all other right, title and interest of whatsoever nature, whether vested contingent or future, in and to all the materials and property referred to in Clause 5.1 and including without limitation the interests of individuals as authors of each episode of the Programme and the Programme Material, all the performers' proprietary rights including all rental and lending rights and the making available rights (as such terms are defined in the Act), all rights of communication to the public by satellite and cable retransmission rights, the rights of the director or directors of the Programme as the joint copyright owners in the Programme and all subsidiary and ancillary rights TO HOLD the same unto S4C absolutely, throughout the world, for the full period of copyright therein, whether subsisting or hereafter acquired, and all reversions, renewals and extensions thereof, and thereafter (insofar as the Supplier is able to do so) in perpetuity.

- 5.4 The Supplier confirms that S4C shall be entitled solely and exclusively (with respect to S4C and the Supplier only) to all such merchandising and ancillary rights as may be available in any episode of the Programme and/or the Programme Materials including (but without limitation) the right to use the title of the Programme, the format of the Programme, and characters, scenes, designs, incidents and articles appearing in, and other material from, the Programme and/or the Programme Materials in association with all kinds of goods and services and to apply for and register in the name of S4C (or otherwise as S4C may deem expedient) trademarks or designs or such other protection as may be available in any country of the world and to register the same in S4C's name (or otherwise as S4C deems expedient) but subject in all cases to the contents of the Rights Agreement.
- 5.5 The Supplier irrevocably and unconditionally grants and confirms to S4C its successors assigns and licensees: -
- 5.5.1 the assignment and grant by all relevant persons of all rights and consents pursuant to the Act and all other laws now or in the future in force in any part of the world which may be required for the exploitation of the Programme and the Programme Materials (and any adaptations of either) including without limitation all the performers' proprietary rights including the rental and lending rights and the making available rights (as such terms are defined in the Act), all rights of communication to the public by satellite and cable retransmission rights and in the case of the director or directors of the Programme an assignment by each of such directors of all his or her rights, title and interest in the copyright in and to the Programme;
- 5.5.2 that every author of every script or Treatment and every composer of any original music for the Programme (except for the official music of the Competition) has assigned and transferred the rental and lending rights in their work and the products of their services in connection with the Programme to S4C, its successors, assigns and licensees for the entire period of such rights which such persons are entitled to assign in any part of the world and that all other contributors to each episode of the Programme acknowledge agree and confirm that the presumptions contained in Sections 93A and 191F of the Act shall apply to their contributions and every contributor to each episode of the Programme (including without limitation every script writer and composer) that the remuneration paid to them by the Supplier constitutes "equitable remuneration" for the rights granted by them to the Supplier in the Programme including the rental and lending rights in their contributions;
- 5.5.3 the irrevocable and unconditional waiver by all Programme Personnel of all rights in respect of each episode of the Programme and Programme Materials to which such persons are now or may in future be entitled pursuant to the provisions of Sections 77, 80, 84 and 85 of the Act and any other moral rights to which such persons may be entitled under any legislation now existing or in future enacted in any part of the world;
- 5.5.4 the right to use the name likeness and approved biography of all persons contributing to each episode of the Programme and the Programme Materials in the exploitation of and publicity for the Programme and the Programme Materials and in corporate publicity.
- 5.6 The Supplier will not register or try to register the copyright in the Programme Materials, the Programme or any episode of the Programme or the other property referred to in Clause 5.1 or take steps to secure perfect or exploit the rights in the Programme and the Programme Material granted to S4C under this Agreement or to curtail any actual or proposed infringements of such rights without S4C's prior written approval and with respect to the Programme, S4C shall have the exclusive right to exercise any one or more of these rights.

- 5.7 The Supplier will not initiate or try to initiate and maintain any actions or proceedings under this Agreement without S4C's prior written approval and S4C and S4C only (with respect of S4C and the Supplier) shall have the right to initiate and maintain any actions or proceedings it deems necessary in order to initiate or maintain any of S4C's rights in addition to the right to defend any action in S4C's name only without it impairing on S4C's right to take the Supplier as a plaintiff or defendant into any such action and the Supplier confirms that it does not have right title or interest in respect of any monies recovered by S4C as a result of such actions or proceedings.
- 5.8 Subject to Clause 2.20, the Supplier warrants that the Supplier and the Supplier only is or will by Delivery or the creation date of the materials referred to in Clause 5.1 be the sole exclusive unencumbered legal and beneficial owner of all rights of copyright and all other rights hereby granted to S4C in respect of the items referred to in Clause 5.1.
- 5.9 For the purpose of broadcast, S4C shall be entitled to dub or subtitle the Programme in accordance with but subject to the Rights Agreement.
- 5.10 S4C shall be entitled to authorise ERC, its assigns and licensees to use the Programme Materials and any part or parts thereof in such manner as ERC think fit, including without limitation, the right to make changes, alterations, substitutions, and additions thereto, and deletions therefrom, and adaptations, rearrangements, and translations thereof into any and all languages and into any and all format.
- 5.11 The Supplier undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be reasonably required by S4C in its sole discretion in order to protect perfect or enforce any of the rights granted or confirmed to S4C pursuant to this Agreement PROVIDED THAT S4C shall reimburse to the Supplier the reasonable costs of so doing. It will (without limitation) be reasonable for S4C to require the Supplier to act under this Clause where such action is necessary to perfect S4C's title for the purposes of potential litigation.

Exploitation

- 5.12 The Supplier acknowledges, agrees and confirms that S4C shall not have the right to exploit the Programme or any episode of it and/or the Programme Materials in any way except in accordance with the terms of the Rights Agreement.
- 5.13 As a result, the Supplier acknowledges, agrees and confirms that the Supplier shall not be entitled to exploit the Programme or any episode of it and/or the Programme Materials in any way nor have the right to receive any share of any income or receipts received from the exploitation of the Programme or any episode of it and/or the Programme Materials and the Supplier acknowledges, agrees and confirms that the Total Contract Price is full and final consideration, remuneration and compensation to the Supplier for all the services of the Supplier hereunder and the products of the services of the Supplier and all the services of the Programme Personnel and all other contributors to the making of the Programme or the preparation of the Programme Materials for S4C in any way and all the products of their services under this Agreement.
- 5.14 The Supplier acknowledges and confirms that Schedule 9 obliges S4C to ensure that the Footage shall be fully cleared so that ERC shall be able to exploit it by all or any means in all media worldwide. It is therefore a fundamental term of this Agreement that the Footage and all the Programme Material filmed or recorded by the Supplier during the course of and from the Matches of a technical quality suitable for transmission in accordance with the Rights Agreement and shall have been cleared so that ERC may exploit it in any language worldwide without limitation as to the number or timing of the transmissions free of all Repeat and Residual Payments whatsoever and without further payment or any other liability (and specifically free of

any music or commentary) and the Supplier hereby undertakes to perform and comply with the obligations outlined in Schedule 9 on S4C's behalf.

Promotional Material

- 5.15 Subject to the terms of the Rights Agreement, S4C shall have the right to use clips or extracts from any episode of the Programme or any Programme Materials and any and all out-takes music tracks dialogue tracks sound effects tracks and any other surplus film or sound or other material of whatsoever description shot or made for the purposes of the Programme in promotional materials for the Programme or any episode of it without further remuneration to the Supplier or to any individual who contributed to the production.

Section 6 - Obligations and Warranties

- 6.1 The Supplier represents warrants guarantees and undertakes with S4C so that such representations warranties guarantees and undertakings (whether under this Clause or elsewhere in this Agreement) shall (save for the warranties contained in sub-clauses 6.1.3 and 6.1.4) continue to remain in full force and effect after Delivery of each episode of the Programme that: -
- 6.1.1 the Programme and all delivery materials referred to in Clause 3 shall be made and produced to first class dramatic and artistic quality as to content, and to a standard of technical and pictorial quality suitable without further expenditure or process for television broadcasting and in accordance with S4C's Compliance Guidelines (but subject to the condition that this warranty does not extend to or encompass the Feed);
 - 6.1.2 the Supplier accepts sole responsibility for the amount and adequacy of the Budget which represents a comprehensive and realistic estimate of all expenditure likely to be incurred in the making of the Programme and each episode of the Programme and the acquisition of all rights required by this Agreement;
 - 6.1.3 the Supplier shall produce the Programme in accordance with the Programme Details and in particular, but without limitation, the Editorial and Business Brief, which shall not be varied by the Supplier without the written consent of S4C;
 - 6.1.4 the Supplier shall not without the written consent of S4C (such consent not to be unreasonably withheld or delayed) substitute any person or location for or dispense with or change any Key Personnel specified in the Programme Details and the identity of whom or which the parties hereby agree is fundamental to the making of the Programme and essential to the purpose of this Agreement;
 - 6.1.5 nothing contained in any episode of the Programme or the Programme Materials shall infringe any of the Convention Rights as defined in the Human Rights Act 1998 ("the Convention Rights") any right of copyright right of trademark right of privacy right of publicity or any other right of any other nature of any person or be obscene or libellous or blasphemous or defamatory or contravene the provisions of any statutes, regulations or orders or infringe the guidelines contained in S4C's Compliance Guidelines (including without limitation the guidelines issued by S4C from time to time relating to the promotion of equal opportunities and fair treatment);
 - 6.1.6 in complying with its the obligations hereunder the Supplier shall at all time have regard for the Convention Rights of any third parties and shall not act in any way which is incompatible with any of the Convention Rights;
 - 6.1.7 the Supplier will acquire all rights necessary to enable S4C to broadcast the Programme and each episode of the Programme (excluding the Feed) on S4C Analogue and/or S4C Digital and to carry out its obligations under the Rights Agreement free from any and all liens claims and encumbrances subject only to the payment of Repeats and Residual Payments (if any) which S4C has approved before hand and the rights of the MCPS, the PRS and PPL in respect of the music and lyrics contained in the Programme;
 - 6.1.8 the Supplier warrants that it is or shall be the sole person by whom the arrangements necessary for the making of each episode of the Programme (but excluding the Feed) were undertaken and that each of the Supplier and the principal director of the Programme shall at all material times during the production of the Programme be a "qualifying person" within the meaning of Section 154 of the Act and the principal director has assigned to the Supplier

free from all encumbrances the principal director's entire interest in the copyright in the Programme;

- 6.1.9 prior to the date of this Agreement there has been no binding understanding assignment grant of right or licence to use any episode of the Programme and the Programme Materials or any part of it whether by television broadcast or otherwise(but provided that this warranty shall not extend to or encompass the Feed);
- 6.1.10 there are no liens claims actions or proceedings pending or threatening affecting or relating to the Programme or the Programme Materials or any Transmission Copy or the rights granted in this Agreement or the actual or working title of the Programme (but provided that this warranty shall not extend to or encompass the Feed);
- 6.1.11 the Supplier will not charge or otherwise encumber the Programme or the Programme Materials or any material relating to either or create any lien over the Programme or any episode of the programme otherwise than in the ordinary course of business;
- 6.1.12 the Supplier shall proceed with the making of the Programme and each episode of the Programme expeditiously and without unreasonable delay, having regard to the Delivery Date and the standard of work required by and all of the provisions of this Agreement.
- 6.1.13 in complying with its obligations hereunder the Supplier will, in its dealings with the public, respect the principles of the Welsh Language Scheme which the Supplier confirms it has read and understood.

Contempt of Court

- 6.2.1 The Supplier warrants that each episode of the Programme shall not constitute on the relevant Delivery Date a Contempt of Court under the Contempt of Court Act 1981 (hereinafter in this Clause and the two following Clauses referred to as "the 1981 Act").
- 6.2.2 In the event of proceedings for Contempt of Court being brought against S4C under the 1981 Act its officers servant or agents or the members of S4C, the Supplier shall make available to S4C forthwith for the purpose of dealing with such proceedings all relevant information which it may possess or which shall be within its power and control provided that the Supplier shall not be obliged to require any of its employees to reveal sources of information except and to the extent provided for under the 1981 Act and pursuant to an order made thereunder.
- 6.3 The Supplier shall not be liable under the warranties guarantees and undertakings contained in Clauses 6.1 and 6.1.5 in respect of any episodes the Programme or the Programme Materials to the extent that the Programme or the Programme Materials have been affected by any editing repackaging amendments or alteration following Delivery so as to render such warranties guarantees and undertakings incorrect or untrue in relation to the Programme and/or the Programme Materials PROVIDED THAT the limitation in this Clause 6.3 shall be of no effect where any such editing repackaging amendment or alteration after Delivery is carried out by the Supplier or its nominee other than the specific written request of S4C. If the Supplier believes that carrying out any editing repackaging amendment or alteration requested by S4C would, if acted upon, lead the Supplier to be in breach of any warranties guarantees or undertakings of the Supplier under Clauses 6.1.1 or 6.1.5 then the Supplier shall notify S4C in writing of that, giving full and precise details and shall await S4C's further directions. In the event that S4C does not amend its requirements dispute such notice then the Supplier shall not be liable to S4C for breach of Clauses 6.1.1 or 6.1.5 arising directly from any specific item of editing repackaging amendment or alteration to which it drew S4C's attention in accordance with this Clause.

Indemnity

- 6.4 The Supplier shall indemnify S4C completely and ensure that the indemnity remains in force at all times from and against all losses (including without limitation any loss of revenue or other economic loss) expenses claims demands actions proceedings costs damages or payments suffered, incurred or awarded, compensation agreed or liability whatsoever or howsoever arising in consequence of any breach or non-observance by the defaulting party of all or any of the agreements undertakings or warranties on its part contained in this Agreement including any commitment or warranties included by reference including in particular the provisions of the Rights Agreement incorporated in Schedule 9 or arising in any way out of the oral or visual content of any episode of the Programme and/or Programme Materials, or as a result of any negligent or wrongful act or omission on behalf of the Supplier or any of its employees agents freelance sub-contractor or invitees including (but not by way of limitation) claims by rights owners, contributors to the Programme and/or the Programme Materials and personnel engaged by the Supplier for the making of the Programme PROVIDED THAT:-
- 6.3.1 the Supplier's indemnity shall not apply to matters arising directly as a result of the specific exercise by S4C of its editorial control; and
- 6.3.2 S4C shall keep the Supplier informed of the progress of any action or claim (where such action or claim is made by a third party) in respect of which S4C indemnifies the Supplier against and agrees to consult with the Supplier with regard to any proposed settlement or voluntary submission to judgement before the same is entered into.

Section 7 - Termination Provisions

Termination

Without prejudice to any other rights or remedies which the relevant party may have (howsoever arising) including without limitation its rights under Clause 6.3 of this Agreement, this Agreement may be terminated: -

- 7.1 by either party if the other is in breach of any of its material obligations under this Agreement (including but without limitation the requirements in Schedule 9) which is incapable of remedy or if capable of remedy is not remedied within 7 days (or such longer period as the Content Editor may agree) of receipt of notice in writing from the other requiring such breach to be remedied; or
- 7.2 either party if the other transfers disposes of or threatens to transfer or dispose of any part of its assets which is likely in the reasonable opinion of the terminating party to prevent or materially inhibit the performance by the other of its obligations under this Agreement; or
- 7.3 by either party if any indebtedness, guarantee, liability or similar obligation of the other or of any guarantor of the other or any entity whose obligations the other has guaranteed becomes due or capable of being declared due before its stated maturity or is not discharged at maturity or the other or any guarantor of the other defaults under or commits a breach of the provisions of any guarantee or other obligation (whether actual or contingent) of any agreement pursuant to which any such indebtedness guarantee or obligation was incurred all or any of which shall in the reasonable opinion of the terminating party materially affect its rights and entitlements under this Agreement; or
- 7.4 by either party if the other or any guarantor of the other or any entity whose obligations the other has guaranteed is declared or becomes bankrupt or insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- 7.5 by either party if the other or any guarantor of the other convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignation for the benefit of its creditors or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other (save for the purpose of and followed by a voluntary reconstruction or amalgamation previously approved in writing by S4C/the Supplier as the case may be) or if an encumbrances takes possession of or a trustee receiver administrator administrative receiver liquidator or similar officer is appointed in respect of all or any part of its business or assets or any distress execution or other legal process is threatened enforced upon or sued out against any of such assets; or
- 7.6 by S4C if 'control' as defined in the Insolvency Act 1986 Section 435(10) of the Supplier shall change before Delivery without the prior approval of S4C and in S4C's reasonable sole opinion such change of control affects or will affect the ability of the Supplier to Deliver the Programme and each episode of the Programme in accordance with this Agreement; or
- 7.7 by S4C if for any reason whatever any Key Person specified in the Programme Details shall be unavailable or cannot reasonably be used and the Supplier is unable to secure a substitute reasonably acceptable to S4C; or
- 7.8 by S4C if a Local Dispute prevents the performance by the Supplier of any of its obligations hereunder; or
- 7.9 by S4C if any other circumstances arise in which, pursuant to Clauses 2.40, 2.44, 4.23 or 8.6, S4C is entitled to terminate the whole or any part of this Agreement.

7.10 by S4C if the Rights Agreement is terminated for any reason.

Consequences of Termination

- 7.11 Without prejudice to the legal rights of the parties (other than any which conflict with the following provisions) the consequences of termination of this Agreement shall be as set out below.
- 7.12 Any sums held by the Supplier for the purposes of this Agreement as at termination shall be repaid by the Supplier to S4C on demand and the Supplier shall supply to S4C forthwith a detailed statement of income and expenditure up to the date of termination, with full details of all unpaid debts, and all outstanding commitments for which no invoices have been received.
- 7.13 Subject to Clauses 6.4, 7.15, 7.16 and 8.6, S4C's obligation to pay the Supplier shall be limited to such payment as is attributable to the work actually and properly done by the Supplier to the reasonable satisfaction of S4C together with all outstanding commitment properly incurred by the Supplier in accordance with the terms of this Agreement up to the date of termination.
- 7.14 All parts of the Programme and the Programme Materials as shall have been completed and all documents and materials produced up to the date of termination shall be delivered by the Supplier to S4C on demand.
- 7.15 Without prejudice to any other remedy in respect of any breach, S4C shall have the right on giving notice in writing to the Supplier (but shall not be obliged) to take over and complete the making of the Programme and/or the remaining episodes of the Programme for that purpose to use all physical properties, facilities, supplies, equipment, documents and materials relating to the Programme and in such event: -
- 7.15.1 S4C shall have the right to assume supervision and control of the making of the Programme and/or to appoint and contract with any third party to complete the production of the Programme and/or the remaining episodes;
- 7.15.2 S4C shall be and is irrevocably appointed the agent of the Supplier with absolute discretion and with power and on behalf of the Supplier to exercise or assign any right of the Supplier (whether under any contract or otherwise) which is relevant to the making of the Programme but for no other purpose;
- 7.15.3 upon request the Supplier shall execute a formal assignment in favour of S4C in respect of the benefit of any agreements made by the Supplier and relevant to the making of the Programme; the Supplier shall fully indemnify S4C against liability arising from any breach of such contracts by the Supplier prior to the take-over date. For the purposes of this sub-clause and sub-Clauses 7.15.4 and 7.15.5 "take over date" means the date of physical take over of production by S4C or its nominee, and not the date of notification of any intention to take over;
- 7.15.4 S4C agrees to indemnify the Supplier against liability arising from any fraudulent or negligent act or omission by S4C in the exercise of S4C's rights of take-over and against any liability which the Supplier may incur in circumstances where S4C has taken over production following an event of Force Majeure. Such indemnity does not extend to liability arising from any event occurring or circumstances existing before or at the take-over date or from S4C adhering to the terms of contracts entered into by the Supplier on or before the take-over date, in relation to all of which the Supplier indemnifies S4C;

- 7.15.5 S4C shall use facilities contracted for by the Supplier prior to the take over date provided the Supplier has assigned the relevant agreements to S4C on condition that such facilities have not become unavailable for whatever reason and that S4C is unable to secure cheaper facilities from elsewhere.
- 7.16 In the event of termination following a breach by the Supplier and if the total cost to S4C of completing the Programme or any episode of the Programme in accordance with the Programme Details and this Agreement is increased, the additional cost over and above the Total Contract Price (which S4C shall use reasonable endeavours to minimise) shall be paid by the Supplier to S4C either by deduction from any money payable by S4C to the Supplier or as an ordinary debt payable on demand.
- 7.17 Unless otherwise provided termination of this Agreement shall be without prejudice to the grant of rights and the warranties and undertakings given by either party and all other obligations and indemnities that have arisen or been given prior to termination all of which shall continue in full force and effect after termination notwithstanding that termination has taken place.

Section 8 - General Provisions

Assignment

- 8.1 This Agreement is personal to the Supplier which shall not assign the benefit of it or any rights under it without the written consent of S4C which shall be entitled to refuse consent at its discretion except where such assignment is to another member of the Supplier's group of companies in which case S4C shall not withhold its consent unreasonably provided always that the Supplier remains liable for any breach of this Agreement by any such assignee.
- 8.2 The Supplier shall not grant to any other party any right licence consent or permission which could or might infringe upon any of the rights or benefits granted to S4C and/or the Rights Agreement..
- 8.3 S4C shall be entitled to assign the benefit of this Agreement in such manner as S4C shall deem expedient.

Force Majeure

- 8.4 For the purposes of this Agreement the expression "Force Majeure" shall mean any event outside the reasonable control of either party which prevents the observance or performance by either party of its obligations hereunder including fire, flood, unavoidable accident, national calamity, terrorism, riot, General Disputes, act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority or any event arising out of or attributable to war or armed conflict or terrorism(including but not by way of limitation any restriction imposed by Government on national, regional or local television services or the financing of the same) or any other event outside the reasonable control of both parties and not due to any lack of reasonable prudence and foresight by either party, but excluding the illness or incapacity of any person (other than Key Personnel in respect of whom Key Personnel insurance has been maintained and which covers the illness or incapacity in question) involved in the making of the Programme and excluding Local Disputes.
- 8.5 If an event of Force Majeure occurs the party so affected shall notify the other in writing without delay and, provided any inability to observe or perform any obligation under this Agreement results solely from that event of Force Majeure, performance of the obligations so affected shall be deemed to be suspended from the date of such notice until such inability is removed or until termination or take over. Both parties undertake to use all reasonable endeavours to minimise and reduce any period of delay and all costs and expenses occasioned by an event of Force Majeure. During any such period of delay, S4C shall be under no obligation to pay any money to the Supplier save in respect of contractual obligations of the Supplier which the Supplier cannot avoid or delay and which have been incurred in accordance with the requirements of this Agreement and the Budget.
- 8.6 If the making or Delivery of the Programme is materially delayed by reason of an event of Force Majeure having regard to the intended time of transmission, S4C may take and require the Supplier to take whatever steps S4C may consider appropriate to complete that episode and/or reduce the period of delay and/or the financial loss resulting from it, including (but not by way of limitation) the termination of this Agreement (either in relation to the Programme as a whole or in relation to the affected episode or episodes) and the exercise of S4C's right of take-over.

Set-off

- 8.7 Without limiting S4C's rights of set-off at common law, S4C has the right to offset all monies due or to which it is otherwise entitled (whether under this Agreement or as a result of any settlement or judgement under which damages or indemnity in connection with this Agreement are due to S4C) from the Supplier to S4C from time

to time against and deduct them from all monies due from S4C to the Supplier under this Agreement or any other Agreement or arrangement.

Notices

- 8.8 The address of each party given in this Agreement shall be the relevant address for the service of notices until such party notifies the other of a new address in the United Kingdom.
- 8.9 A notice shall be deemed served on the next following Working Day if delivered by hand or sent by telex or telefax to the relevant address as aforesaid or if handed in at a Post Office properly addressed and prepaid for transmission by first class post. Any period of notice specified herein shall commence on the day of presumed service and (unless otherwise provided) shall be inclusive of Saturdays Sundays and Public Holidays.

Waiver

- 8.10 No waiver by a party of any breach of any of the provisions in this Agreement shall be effective unless given in writing.
- 8.11 Failure or delay by any party to this Agreement in exercising any right, power or remedy of that party under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 8.12 The rights powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies provided by law.
- 8.13 Any waiver of any breach of, or default under any terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

Confidentiality

- 8.14 The parties shall treat the financial details of this Agreement and all other sensitive or confidential information which comes into their possession as a result of this Agreement and/or the negotiations leading up to it in strict confidence and shall not divulge and shall use reasonable endeavours to ensure that their employees directors shareholders or freelance staff shall not divulge such information or the terms of this Agreement to any third party. The Supplier and S4C shall communicate such information or terms to such persons strictly on a "need to know" basis only. The parties shall be entitled to communicate the terms of this Agreement to any relevant regulatory body (including OFCOM or the Department of Culture, Media and Sport within the Government) or otherwise according to any statutory or legal obligation or to their professional advisers provided that such advisers treat such information as confidential and do not communicate the same to third parties except, in the case of advisers, for the purpose of legal proceedings.

Freedom of Information

- 8.15 The Supplier acknowledges that S4C is a public body subject to the requirements of the Freedom of Information Act 2000 ('FOIA') and the Environmental Information Regulations 2004 ('the Regulations'). The Supplier acknowledges that S4C may, in accordance with the FOIA or Regulations, be required to disclose information (including the details of this Agreement) to third parties or that S4C may decide that, disclosing information following a specific request for information in accordance with the FOIA or the Regulations will serve the public interest more than rejecting the

request pursuant to any applicable exemption. The Supplies shall assist and cooperate with S4C to enable S4C to comply with any disclosure of information. :

Construction

- 8.16 The provisions of this Agreement shall apply to every part of the making of the Programme including (except where noted otherwise) work done prior to the signing of it.
- 8.17 Nothing in this Agreement shall imply any obligation on S4C to broadcast the Programme or any episode of the Programme.
- 8.18 It is agreed that the Supplier enters into this Agreement and undertakes its obligations as an independent contractor and nothing in this Agreement shall imply any form of partnership or joint venture as between S4C and the Supplier and neither party shall hold itself out as the agent for the other except as expressly provided herein.
- 8.19 The Supplier undertakes and agrees that all contracts relating to the making of the Programme shall be entered into by the Supplier as a principal and that S4C shall not have any liability as an undisclosed principal of the Supplier and that the Supplier shall not pledge the credit of S4C or enter into any contractual arrangement on its behalf. The Supplier acknowledges that the Supplier shall have no claim in respect of loss of opportunity to enhance reputation or otherwise howsoever if S4C terminates this Agreement or abandons production of the Programme or any part of it.
- 8.20 If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective, as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.
- 8.21 This Agreement shall be construed as an agreement made in Wales and subject to the Laws of England and Wales and embodies all the terms and conditions agreed between the parties and shall be modified only by written agreement signed by the authorised representatives of both parties. The parties acknowledge that they have not relied on any representations on the part of the other or the other's officers or employees except as expressly provided for in this Agreement.

SCHEDULE 1

Cashflow
Heineken Cup 08/09

SCHEDULE 2

The Budget
Heineken Cup 08/09

SCHEDULE 3

Confirmation Of Rights **Heineken Cup 08/09**

A. **MINIMUM RIGHTS REQUIRED TO BE INCLUDED IN THE BUDGET:**

1. The right to permit the Educational Recording Agency Limited to licence educational establishments to use the Programme for educational purposes in accordance with Section 35 of the Act; and

The right for S4C to Exploit the Programme by all or any means in all media now known or hereafter invented whether analogue or digital or interactive throughout the world in perpetuity including without limitation unlimited transmissions on S4C Analogue and/or S4C Digital without further payment save for:

in respect of the contribution of the director(s) of the S4C Programme - his / her or their contribution(s) shall be cleared for unlimited Exploitation (including without limitation for Broadcast by S4C by means of an unlimited number of Packages) in all media now known or hereafter invented whether analogue or digital or interactive throughout the world in perpetuity but subject to the provisions of the agreement dated 1 August 2001 (but deemed effective as from 1 July 2001) made between the Directors' and Producers' Rights Society (1992) Ltd ('DPRS') (1) the BBC (2) ITV Network Ltd (3) Channel 4 Television Corporation (4) Channel 5 Broadcasting Limited (5) S4C (6) British Sky Broadcasting Limited (7) PACT (8) and TAC (9) and entitled 'the Directors' Rights Agreement';

In respect of contributions by other contributors - Unlimited exploitation on S4C Analogue and/or S4C Digital and in all other media now known or hereafter invented whether analogue or digital or interactive throughout the world in perpetuity without further payment;

In respect of Third Party Material – 1 simultaneous broadcast (i.e. 1 broadcast at the exact same time on S4C Analogue and on S4C Digital throughout the territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite) throughout the territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite without further payment.

In relation to library music represented by MCPS – 1 Simultaneous broadcast throughout the whole territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite without further payment.

In relation to library music not represented by MCPS – 1 Simultaneous broadcast throughout the whole territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite without further payment.

In relation to commercial music represented by MCPS 1 simultaneous broadcast throughout the territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite without further payment.

In relation to commercial music not represented by MCPS 1 simultaneous broadcast throughout the territory where S4C Digital is capable of reception from time to time by unencrypted digital satellite without further payment.

thereafter transmissions without limit as to time or number on S4C Analogue and/or S4C Digital subject to payment by S4C of Repeats and Residual Payments by S4C provided that S4C shall have approved such Repeats and Residual Payments writing beforehand.

B EXPLOITATION

1. The Supplier shall secure in favour of S4C within the Total Contract Price the right to Exploit the Programme subject only to payment by S4C of the Repeats and Residual Payments in respect of uses which are not required under Paragraph A above to be pre-purchased within the Budget.

Important Note

For the definition of “Repeats and Residuals” the Supplier is referred to Clause 1. Other relevant provisions are the definition of “Third Party Material” and Clauses 2 and 5 in relation to clearances generally.

2. Net Proceeds

Any net income will be retained wholly by S4C in all media worldwide and the Supplier acknowledges and agrees to the same.

C. LICENCES ETC. REFERRED TO IN CLAUSE 2.20 -2 26

The Supplier shall obtain the following rights licences clearances waivers consents or releases by the times noted below: -

In respect of each producer and director which contribute to the Programme, the Supplier shall obtain all necessary rights, licences, clearances, waivers, consents and releases (including without limitation an assignment of their rights, title and interest in the copyright in the Programme and a waiver of their moral rights but in the case of any director subject to the rights of the DPRS-see paragraph A above) in accordance with Clause 2.4 on or by the first day of the pre-production period;

Without prejudice to the above, S4C undertakes with the Supplier that S4C has executed the Rights Agreement before the date of this Agreement and before the Delivery of the first episode of the Programme.

In relation to the rest, the Supplier will secure all rights, licenses, clearances, waivers, agreements or releases necessary in accordance with Clause 2.20 on or before the Delivery Date for the relevant Programme.

SCHEDULE 4

The Financial Details
Heineken Cup 08/09

1. **Agreed price**

- a) Direct Costs
- b) Other Costs
- c) Insurance
- d) Production Fee

Total Contract Price

2. **Sources of Finance**

- a) S4C Advances
 - (i) to the Supplier
 - (ii) To Cyfle Ltd.

Total S4C Advances

- b) The Supplier's Advances
- c) Other Advances

Total Finance

3. **Bank**

4. **Reports referred to in Clause 4.6**

SCHEDULE 5

The Production Schedule
Heineken Cup 08/09

SCHEDULE 6

The Programme Details
Heineken Cup 08/09

1. Number of episodes in and duration of the Programme
2. Language versions
3. Treatment
4. Technical format

5. Target Audience
6. Provisional First Broadcast Slot
7. (i) English Subtitles on Teletext:
(ii) Allowance in the Individual Programme Budget:
(iii) Sub-titles Delivery Date:
8. Delivery Dates

Programme Title/Number

Delivery Date
Date

Time

9. Commercial Breaks

Personnel and Technical Arrangements

10. Competent Person (Health & Safety)

11. Creative Personnel and Contributors

Director
Producer
Scriptwriter
Principal Artists/Presenters
Other

12. Technical Arrangements

Technical Facilities
Editing/Post Production
Laboratory
Technical Personnel
Other

13. Locations

14. **Completion Guarantee**

No

15. **Content Editor**

S4C's nominated Content Editor (s) shall be: Geraint Rowlands or such other person(s) as S4C shall nominate from time to time.

16. **Editorial Approvals**

Approval Stage	Date for delivery to Commissioning Editor	Period for Approval
a. Programme Outline		
b. Running Order/Treatment		
c. Outline Production Schedule		
Key Personnel		
Principal Casting		
d. Set		
Titles		
e. Production Schedule		
Production		Commissioning Editor to be able to visit/attend production at his/her own discretion.
Rushes		Commissioning Editor to have free access to the rushes and to be entitled to see them.
f. Rough Cut		
g. Fine cut/Final on-line		

- h. On-screen credits
- i. Final Dub
- j. Transmission copy/Technical Acceptance

In accordance with Clause 3

17. **Music and Effects Track**

No

18. **Trailer**

No

19. **Liquidated Damages for Late or Inadequate Delivery**

20. **Cap on Supplier's share of Underspend**

21. **Selected Programme for Rushes Archiving**

No

22. **Delivery date or dates for the Programme Information in accordance with Clause 3.7**

- (i) Delivery date for materials specified in Sub-Clause 3.7
 - PAC
 - Cue Sheets
 - Repeats and Residuals
 - Fees for using Third Party
 - Materials by means of the Expected Broadcast Methods
 - Moral Rights Waivers
 - Performers Contracts
 - Other Agreements
- (ii) Delivery date for DVD copies of the Programme in accordance with Sub-Clause 3.7:
- (iii) Delivery dates for the Transmission Copy and two copies of the Programme on DVD if a live Programme or a Programme delivered to S4C by transmission link in accordance with Sub-Clause 3.7:

23. **Special Stipulations**

3. Treatment
Heineken Cup 08/09

APPENDIX TO SCHEDULE 6

Liquidated Damages
Heineken Cup 08/09

SCHEDULE 7

The Technical Requirements
Heineken Cup 08/09

http://www.s4c.co.uk/production/downloads/guidelines/techspec_wedicomisiynu_e.pdf

http://www.s4c.co.uk/production/downloads/guidelines/e_highdefinition.pdf

SCHEDULE 8

SUPPLIER'S APPLICATION
Heineken Cup 08/09

Please see attached

SCHEDULE 9
Heineken Cup 08/09

The Elements of the Rights Agreement the Supplier warrants to S4C that it will execute on behalf of S4C

1. ERC will procure for S4C to a live continuous clean feed of international broadcast, standard for those Matches where another ERC licensee acts as host broadcaster. Provided space is available, and subject to normal custom and practice in relation to dealing with and the priority afforded to the host broadcaster, ERC will also procure for S4C (a) customary access to commentary positions at the venues of such matches; and (b) access for any supplementary filming it may require. Access to the live international feed shall be free of charge at the Match venue or the applicable switching station. S4C is to liaise with host broadcaster to arrange access. All costs of delivery of feed and/or another coverage (e.g. single camera) whether live signal or tape (including satellite, fixed lines, tape or carriage), are to be borne by S4C. Any additional services/facilities provided by the host broadcaster over and above access to feed are to be charged to S4C on a rate card basis.
2. ERC shall provide S4C free of charge with access to the Match venue for personnel and equipment necessary for S4C to film and record any Matches not already being hosted by another ERC licensee; PROVIDED that where S4C exercises its right to such access, S4C shall make available to ERC's other licensee at no cost (at the venue or BT Tower) its live feed of such Matches (or recordings thereof if no live feed is produced and/or at the request of ERC's other licences), in accordance with clause 4.1 below.
3. S4C will co-operate in good faith with ERC to support and establish the brand identification for the Competitions and will support such brand development and the commercial programmes of the Competitions, provided it is at no cost to S4C. Furthermore, S4C will use the name, logos and trademarks of ERC as advised by ERC in its opening and closing credits and S4C undertakes to broadcast such title sequences, tournament music and in-programme graphics as may be devised and provided by ERC but only to the extent that such use and support does not breach any applicable laws and codes of standards, practice and prohibitions in advertising, sponsorship or other forms of commercial promotion in broadcasting services. S4C also undertakes to comply with the Sponsor Protection provisions set out in Clause 5 below, but only to the extent that such compliance does not breach any applicable laws and codes of standards, practice and prohibitions in advertising, sponsorship or other forms of commercial promotion in broadcasting services. Use of the ERC marks will be in accordance with ERC standards trademark terms and conditions, provided that such terms and conditions are reasonable and in accordance with normal television industry practices, laws and regulations.
4. S4C as host broadcaster will provide:
 - 4.1 access to the live clean continuous international feed (excluding S4C commentary), to ERC, its representatives and licensees on the same basis as set out in Clause 1 above or (if ERC, its representatives or licensees so elect) free of charge at the S4C switching station.
 - 4.2 customary host broadcaster services and facilities to ERC, its representatives and licensees; and
 - 4.3 to ERC, free of charge, in respect of each Match filmed by S4C, the following:-
 - at the venue for use by the referee, one VHS tape of the relevant Match as soon as reasonably possible after the conclusion of the Match;
 - one digi-beta tape and 3 VHS tapes of the relevant Match the Monday following the relevant Match;

- upon request and at ERC cost, a further VHS tape of any Iso feeds of the Match.
5. S4C undertakes, but only to the extent that such compliance does not breach any applicable laws and codes of standards, practice and prohibitions in advertising, sponsorship or other forms of commercial promotion in broadcasting services:-
- (a) Always to refer to the Competitions by their correct titles as advised by ERC including reference to title sponsor if any.
 - (b) To provide customary on-screen credits for ERC's official timing, computer graphics and statistics sponsor/suppliers. For the avoidance of doubt, S4C will not provide such credits for any competitor(s) of ERC's sponsor/suppliers. Further S4C undertakes to exhibit on screen no less than twice in each programme broadcast pursuant to this agreement the URL of ERC's official website, currently www.ercrugby.com
 - (c)
 - (i) S4C shall not use virtual technology or any other method to add, obscure, amend, alter or delete advertising at Matches.
 - (ii) S4C recognises that ERC has sole and exclusive right to use virtual technology but S4C shall not be obliged to broadcast coverage which includes virtual advertising if to so would place S4C in breach of its broadcast laws and regulations.
 - (d) S4C will not run any joint competition with any third party relating to the Competitions or Matches, Nor will S4C run any solo competition relating to the Competition or Matches save with ERC's prior written approval (not to be unreasonably withheld). S4C undertakes to establish and operate in a form and on terms agreed with ERC in writing in advance a Man of the Match competition in association with its broadcast of Matches where S4C acts as host broadcaster, sponsored by an ERC sponsor/supplier.

SCHEDULE 10

EDITORIAL AND BUSINESS BRIEF

Heineken Cup 08/09

IN WITNESS WHEREOF this Agreement is signed by the authorised representatives of the parties the day and year first before written.

Signed by and on behalf of
the **Supplier**

Signed by and on behalf of
S4C

.....
Director

.....

.....
Director