www.sound-on-screen.com

UK CUSTOMERS

PLEASE READ CAREFULLY BEFORE USING THE DIGITAL CONTENT FROM THE SOUND ON SCREEN WEBSITE:

This licence agreement ("**Licence"**) is a legal agreement between you ("**you"**) and Guy Rowland Broadcast Limited, a company incorporated in England and Wales with registered offices at Arnold House 2 New Road, Brading, Sandown, Isle Of Wight, England, PO36 0DT ("**Licensor", "us", "our"** or "**we"**) for the use of the samples made available by us via our website ("**Sounds**") as downloaded by you.

Your use of the Sounds constitutes Your agreement to the terms of this Agreement.

1. GRANT AND SCOPE OF LICENCE

Use of the Sounds

1.1 Subject to the other terms of this Licence, we grant you a non-exclusive, nontransferable, non-sub licensable licence to:

(a) use the Sounds in combination with your audio-visuals productions **("Your Productions**")

(b) modify the Sounds to use in Your Productions; and

(c) use the Sounds in Your Productions for commercial purposes (including broadcasting Your Productions, for example over the internet or terrestrial broadcast channels).

All other rights are expressly reserved.

1.2 The Licence granted under clause 1.4 applies to Sounds created by the Licensor.

1.3 The Sounds consist of 3 core elements (separately a "Core Element" and together the "Core Elements"):

i. Music;
ii. Dialogue and
iii. Sound Effects

Each of the elements (i) to (iii) above are capable of being sub-mixed by you for use in Your Productions.

1.4 You MAY NOT use the Sound Effects Core Element in isolation, as it is a key term of this License that the Sound Effect Core Element be used in conjunction with at least one other audio source, for example one of the

other Core Elements, or other audio from the soundtrack of Your Production(s). This License expressly forbids resale, relicensing or other distribution of the Sounds, either as they exist or any modification thereof. You cannot sell, loan, rent, lease, assign, upload to or download from any server, or transfer all or any of the enclosed sounds to another user, or for use in any competitive product. We may revoke any licence granted to you in respect of Sounds if you breach any terms of this Licence.

1.5 The Music Core Element must be used as part of your mix, at any level deemed appropriate by yourself.

2. INTELLECTUAL PROPERTY RIGHTS

2.1 You acknowledge that all intellectual property rights in the Sounds anywhere in the world belong to us and our licensors, that rights in the Sounds are licensed (not sold) to you, and that you have no rights in, or to, the Sounds other than the right to use them in accordance with the terms of this Licence.

3. PAYMENT & ADMINISTRATION (UK customers)

3.1 In consideration of your use of the Sounds in Your Productions, you agree to ensure that you accurately and completely provide any and all information required by your local Performing Rights Organisation ("PRO"). In the UK this is the PRS. It is your responsibility to provide all cue sheet information required by the PRO for the use you make of the Sounds, and failure to do so will mean that you do not have a valid license (and we reserve our rights in this regard).

3.2 **Broadcast television**. For some UK broadcasters (for example, but not limited to, the BBC and ITV), all upfront costs are covered under a blanket license agreement. If you are an independent production company and wish to use the Sounds in a production for UK TV and international sales , then a specific license is required. In this case, please select the appropriate use at the following URL: https://www.prsformusic.com/licences/broadcasting-music-on-tv/ipc-licence .

3.3 For **any use except broadcast television** (including online, advertising, film etc.), the current PRS rate card is available here: https://www.prsformusic.com//media/files/prs-for-music/licensing/production-music/production-music-ratecard-01-2020.pdf.

3.4 The price to access our Sounds for UK customers is available on the prsformusic website, and monies are paid directly to them.

3.5 For clarity, where a license is granted through PRS for Music and/or MCPS, the terms of that license shall be governed by their standard licensing terms. To the extent that this Agreement contains overlapping provisions, PRS/MCPS's terms shall take precedence for such licenses.

Note this includes their limitation to administering only musical works; therefore, this Agreement does not permit the licensing or use of Sound Effects in isolation, as PRS/MCPS does not administer standalone sound effects.

4. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

4.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with this Licence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

4.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

4.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation, at our election. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

4.4 If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 5.

5. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

5.1 Nothing in these terms shall limit or exclude our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

5.2 Except to the extent expressly stated in this agreement all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

5.3 Subject to clause 5.1:

(a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

(b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £500.

6. TERMINATION

6.1 We may terminate this Licence immediately by written notice to you if you commit a breach of this Licence.

6.2 Upon termination for any reason:

(a) all rights granted to you under this Licence shall cease;
(b) you must immediately cease all activities authorised by this Licence;
(c) you must immediately pay to us any outstanding sums due to us under this Licence; and
(d) you must immediately delete or remove the Sounds from all computer equipment in your possession.

7. WARRANTY AND INDEMNITY

7.1 You warrant that you will comply with the terms of this license, and particularly that you will not use any Sound Effect Core Element other than in combination with another audio source, for example one of the other Core Elements, listed in Clause 1 above.

7.2 You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with:

(a) any breach of the warranty at 7.1, above;
(b) any breach of the license contained in clauses 1.4 above;
(c) Your breach or negligent performance or non-performance of this agreement;
(d) for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Your use of the Sounds outside the terms of this Agreement (and particularly in relation to Your non-compliance with Clause 1.4 above; and
(e) any claim made against Us by a third party arising out of or in connection with Your use of the Sounds, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by You, its employees, agents or subcontractors.

8. COMMUNICATIONS BETWEEN US

8.1 If you wish to contact us in writing you can send this to us by e-mail to **[INSERT EMAIL ADDRESS]**.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An "**Event Outside Our Control"** means any act or event

beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

(a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
(b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

10.3 If you are a business customer, this Licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.

10.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.5 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

10.6 We do not offer any support for our products other than as set out in this Licence.

10.7 If you are a consumer please note that this Licence, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

10.8 If you are a business customer, this Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.