

# STANDARD TERMS AND CONDITIONS – Advanced Writing For Television Drama

## *A MediaXchange Creative Vision Programme – Funded by the High End TV Levy through Creative Skillset*

These Standard Terms and Conditions are accepted by the Participant in conjunction with the Participant's Application Form.

### 1. Definition and Interpretation

1.1 Participant: means you, the person who has been registered to participate in the Programme.

1.2 Programme: means the professional training sessions, which Creative Skillset – Sector Skills Council Limited, has commissioned the Programme Provider to develop and design, to upgrade the skills of UK writers of television drama to a more commercial level of professionalism and to provide the industry with a deeper resource of skilled writers. The Programme will provide a toolbox for a group of writers through a range of sessions within distinct modules over the course of 9-12 months. The Programme will be delivered through a timed schedule of sessions including: Masterclasses, workshops, writing of sample scripts, 'homework' and ongoing constructive feedback sessions that will advance writing practices, character development, story structure, creative processes and management, and working in collaboration with creative teams.

1.3 The Programme Provider: means MediaXchange Limited, a company registered in England and Wales with registration number; 04332501, whose registered address is 1 Noel Street, London, W1F 8GA

1.4 Business Day: means any day other than a Saturday, Sunday or bank holiday.

1.5 Original Project: means the definition at clause 4.3 of these Standard Terms and Conditions.

1.6 Project Specific Confidential Information: means any outline, treatment or script provided by the Participant as part of their Original Project or other participant's Original Project,

1.7 Programme Specific Confidential Information: means any materials, examples, case studies or information created by the Programme Provider or any other third party, which is provided to the Participant, during or in support of the Programme, other than the Project Specific Confidential Information.

1.7 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

1.8 Words signifying the singular will include the plural and vice-versa.

### 2. Participant Eligibility

2.1 In order to participate in the Programme, the Participant must;

2.1.1 have a permanent UK address;

2.1.2 have the right to work in the UK;

2.1.3 be regularly working in the UK as a freelancer or in permanent employment; and

2.1.4 intend to use the training and new skills acquired within the UK TV industry.

### 3. Participant's Commitment

3.1 The Programme Provider recognises that the Participant may be attending the Programme in parallel with separate paid writing work, or other work which they have secured, or undertaken, throughout the duration of the Programme. The scheduling of the Programme has been designed to allow the Participant to attend the Programme, while not compromising on their other commitments.

3.2 Once your application has been confirmed as successful, the Participant will be required to attend the full Programme schedule.

3.3 The Programme Provider reserves the right to exclude the Participant from participation in the Programme, or any future programmes, should the Participant be in breach of any of the obligations placed upon them, in these Standard Terms and Conditions.

### 4. Participant's Original Project

4.1 The Participant will conceive and provide an Original Project as part of their attendance to the Programme.

4.2 The Original Project, will be worked upon, during the Programme, by the Participant.

4.3 The Original Project will be based upon the Participant's original outline, treatment or script as developed by the Participant. The Original Project will be designed to feature as a drama series, consisting of 4-10 x 1-hour long episodes. There must also be scope for a returning series.

4.4 The Original Project must not be under any option to, or in development, with any producer, TV channel, one or more other writers, any other partner, or other party who holds any claim of ownership of the Original Project.

4.5 The script to the Original Project, will be worked upon during the Programme. The Original Project will be viewed and read by industry professionals, who will provide the Participant with notes and guidance on the Original Project and its development.

4.6 The Participant will retain all Intellectual Property rights in the Original Project as per clause 9.

4.7 If for any reason the Participant's Original Project is eventually commissioned as a drama series, The Participant agrees and confirms that a credit and acknowledgement, of the Programme Provider, will be included and enclosed with the Participant's Original Project, in the following form; *'With thanks to MediaXchange, Creative Skillset, and the HETV Levy, for the professional training and project development opportunities provided by the Advanced Writing for TV Drama Programme'*.

### 5. Cancellation of Programme Attendance

4.1 Should the Participant wish to cancel their participation in the Programme, then they will need to provide written confirmation of the cancellation, no later than one calendar month, prior to the commencement of the Programme schedule.

### 6. Payment

6.1 For the avoidance of doubt, the Participant will not receive any payment or remuneration for their attendance to, and their participation in, the Programme.

### 7. Promotion and Publicity

7.1 For the purposes of any publicising or video recording of the Programme, and to cover any interviews, and social media interaction, the Programme Provider may arrange, which may take place prior to, during and after the Programme, the Participant agrees that the Programme Provider will be entitled to use the Participant's name and any comments made by them during the course of the Programme, in materials or online as may be produced by the Programme Provider or by third parties authorised by them, e.g. for promotion and information in respect of the Programme, on online and social media platforms.

### 8. Confidentiality

8.1 During and after the completion of the Programme, the Participant agrees to keep confidential all Programme Specific Confidential Information, which they may be given access to.

8.2 The Participant agrees not to release any Programme Specific Confidential Information, to any third party, without the express written consent of the relevant owner and the Programme Provider.

### 9. Intellectual Property Rights

9.1 The Programme Provider and Participant agree that the Participant will retain all Intellectual Property Rights in the Original Project introduced by the Participant during the Programme.

9.2 The Programme Provider and Participant agree that all Project Specific Confidential Information will remain the property of the Participant or the party introducing the same.

9.3 The Participant agrees that any Programme Specific Confidential Information introduced during the Programme will remain the property of the Programme Provider or the party who introduced the same.

### 10. Liability

10.1 The Programme Provider will not be held liable for any loss or damage suffered by the Participant, as a result of any negligence or breach of these Standard Terms and Conditions.

10.2 The Programme Provider will not be held liable for any third party claim against the Participant for breach of these Standard Terms and Conditions.

### 11. Indemnity

11.1 The Participant agrees to indemnify the Programme Provider against all claims, costs, proceedings, demands, losses, damages, expenses, including legal costs or liability whatsoever arising directly as a result of any breach, by the Participant, of these Standard Terms and Conditions.

### 12. Warranty

12.1 The Participant warrants to the Programme Provider, that they are the owner of all rights in the Original Project, or have sought and received written permission from the owners, to introduce the Original Project into the Programme.

12.2 The Participant further warrants to the Programme Provider, that there are no disputes regarding the ownership of the Original Project, and they have the full authority to introduce it into the Programme.

### 13. Data Protection

13.1 All Participant personal information that the Programme Provider may collect (including, but not limited to, the Participant name and address, required third party referees and agents) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998, and the rights under that Act. The Participant also agrees that the personal information collected, may be disclosed or transferred to Creative Skillset – Sector Skills Council Limited.

### 14. Insurance

14.1 The Participant will be solely responsible for their own personal, travel, health and property insurance, which the Participant deems necessary.

### 15. Communications

15.1 All notices under these Standard Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice.

### 16. Force Majeure

16.1 The Programme Provider will not be liable to the other for any failure or delay in performing any obligations under these Standard Terms and Conditions, where the failure or delay is due to a cause beyond the Programme Provider's reasonable control ("Force Majeure"). In that case, the failure or delay will not be a failure or delay contrary to these Standard Terms and Conditions.

### 17. Severance

17.1 If any provision of these Standard Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Standard Terms and Conditions and the remainder of the provision in question shall not be affected.

### 18. Law and Jurisdiction

18.1 These Standard Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and

18.2 Any dispute, controversy, proceedings or claim between the parties relating to these Standard Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, and Wales.

I hereby accept terms set out in these Standard Terms and Conditions:-

Name:

Date:

Signed: