

## SCRIPT DOCTORING SERVICES OFFER AGREEMENT

**THIS SCRIPT DOCTORING SERVICES OFFER AGREEMENT** is dated: \_\_\_\_\_

### **PARTIES**

- (1) \_\_\_\_\_ of  
\_\_\_\_\_ (**Customer**).
- (2) Seamus Lyte Management Limited incorporated and registered in England and Wales with company number 05029988, whose registered office is at 27 Mortimer Street London.

### **BACKGROUND**

SLM Ltd provides script doctoring services consisting of notes and comments, as described in the script doctoring services section of the SLM Ltd website ([www.seamuslyte.com](http://www.seamuslyte.com)), on Material that is submitted to SLM Ltd by potential customers in order to assist them in improving the quality of said Material (the **Services**).

Materials submitted by Customer to SLM Ltd for Services encompass suggestions and ideas which may include, among other things, a film or television script, format, written material (such as literary material, treatment), and other materials (collectively referred to as **Material**).

This document shall hereinafter be referred to as the **Agreement**. This Agreement is an offer/invitation to treat from the Customer to SLM Ltd, which SLM Ltd is free to accept by duly completing and signing the acknowledgement section at the end. The terms and conditions of this Agreement are not intended to become legally binding in any manner whatsoever, unless and until SLM Ltd has provided its acceptance of it, at its sole discretion (the **Acceptance Date**). It being understood that where the Customer is effecting multiple and/or later submissions of Material under this Agreement, each shall be deemed to be a separate offer/invitation to treat, which SLM Ltd shall be free, at its sole discretion, to accept (once each fee has been paid) by effecting the Service for that particular submission of Material.

The Customer and SLM Ltd understand and acknowledge that because of SLM Ltd's position in the entertainment industry, SLM Ltd already receives numerous submissions of television and film scripts, programmes, movie ideas, formats, stories, suggestions and the like. The Customer further understands and acknowledges that SLM Ltd would not be in a position to accept, consider or otherwise evaluate the Material and provide the Services in the absence of the Customer's acceptance of each and every provision of this Agreement.

## **AGREED TERMS**

### **1 Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Customer:** the undersigned person submitting the Material and any person or entity on whose behalf the undersigned is acting in submitting the Material.

**Services:** the services as described in the Background section of this Agreement.

**SLM Ltd:** includes: (i) Seamus Lyte Management Limited incorporated and registered in England and Wales with company number 05029988 whose registered office is at 27 Mortimer Street London (including the Services) (Seamus Lyte Management Limited); (ii) any company affiliated with Seamus Lyte Management Limited by way of common stock ownership or otherwise; (iii) parents, divisions, units and subsidiaries of Seamus Lyte Management Limited; (iv) divisions, units and subsidiaries of such affiliated companies; and (v) the officers, agents, servants, employees, shareholders, clients, successors and assigns of Seamus Lyte Management Limited and of all such firms, persons and corporations referred to in this paragraph.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The appendix and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the appendix and background.

1.5 Words in the singular shall include the plural and vice versa.

1.6 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

1.7 References to clauses and schedules are to the clauses and schedules of this Agreement.

## **2 Commencement and duration**

- 2.1 SLM Ltd shall provide the Services to the Customer on the terms and conditions of this Agreement.
- 2.2 SLM Ltd shall provide the Services to the Customer from the Acceptance Date and the terms and conditions of this Agreement will apply to all current as well as future submissions of Material by the Customer, unless otherwise provided in writing by a duly authorised agent of SLM Ltd.

## **3 General provisions**

- 3.1 Notwithstanding anything to the contrary in this Agreement the Customer acknowledges and will not infer any adverse consequences against SLM Ltd from any of the following, that the Material, or any part thereof or ideas therein may:
  - 3.1.1 be similar to or contains significant elements encompassed in a concept already under consideration or in development by SLM Ltd at the time the Material is submitted; or
  - 3.1.2 not be unique, novel, original and concrete enough as to be entitled to intellectual property protection under the law; or
  - 3.1.3 have been made public by anyone at the time the Material is submitted or otherwise be in the public domain; or
  - 3.1.4 be freely usable by a third person had it not been accepted as a submission or the subject of any agreement; or
  - 3.1.5 not be protected by any applicable copyright law or organisation; or
  - 3.1.6 be similar or identical to projects that have been or are currently being independently created by SLM Ltd employees or associates or those of third parties. Any of the Material that, in accordance with the preceding sentence, SLM Ltd may be entitled to use without obligation to the Customer, is hereinafter referred to as **Unprotected Material**.
- 3.2 The Customer agrees and acknowledges that no presumption or inference of copying or misuse shall arise, or be asserted, by virtue of:
  - 3.2.1 any similarity between SLM Ltd's work and the Material; or
  - 3.2.2 the fact that the Customer submitted the Material to SLM Ltd or that SLM Ltd had access to the Material.
- 3.3 The Customer understands and acknowledges that SLM Ltd and its employees have access to television and film material and ideas which may be similar or

identical to the Material in theme, idea, plot, format or other respects. The Customer understands and agrees that the Customer will not be entitled to any compensation because of the use of any such similar or identical material that may have been independently created or may have come to SLM Ltd from any other independent source, whether before or after the date of this Agreement. The Customer agrees and acknowledges that, in any dispute arising from the alleged misuse of the Material, or any part thereof or ideas therein, the Customer will bear the burden of proving that SLM Ltd misused the Material (and that SLM Ltd did not independently have the alleged similar literary materials or ideas or derive them from an independent source).

#### **4 SLM Ltd's obligations**

4.1 SLM Ltd shall use reasonable endeavours to provide the Services.

#### **5 Customer warranties**

5.1 The Customer understands and warrants that no confidential or fiduciary relationship now exists between the Customer and SLM Ltd as at the Acceptance Date and that no such relationship is established by reason of this Agreement or by reason of the Customer's submission of the Material to SLM Ltd.

5.2 The Customer hereby warrants to SLM Ltd that he is either the author and owner of all intellectual property rights to the Material or the duly authorised agent of the author and owner of all intellectual property rights to the Material, and that he has full power and authority to submit the Material to SLM Ltd on the terms and conditions of this Agreement, each and all of which shall be binding not only on the Customer but on any and all persons and entities for whom the Customer might be acting.

5.3 For the avoidance of doubt, the Customer hereby warrants that this is a non-commissioned submission and that SLM Ltd did not suggest or request that the Material be written, created or submitted.

5.4 The Customer hereby warrants that he has retained at least one (1) copy of the Material, and hereby release SLM Ltd of and from any and all liability for loss of, or damage to, the copy or copies of the Material submitted to SLM Ltd hereunder.

#### **6 Customer's obligations and undertakings**

6.1 The Customer shall co-operate with SLM Ltd in all matters relating to the Services.

- 6.2 If SLM Ltd's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, his agents, subcontractors, consultants or employees, SLM Ltd shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 6.3 The Customer shall be liable to pay to SLM Ltd, on demand, all reasonable costs, charges or losses sustained or incurred by SLM Ltd (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to SLM Ltd confirming such costs, charges and losses to the Customer in writing.
- 6.4 Furthermore, the Customer shall be liable to indemnify SLM Ltd from and against any and all third party claims, expenses, losses or liabilities (including but not limited to reasonable legal fees and damages) that may be asserted against SLM Ltd or incurred by SLM Ltd at any time in connection with the Material, or any use thereof, including but not limited to those arising from any breach of any undertaking or warranty given by the Customer herein.

## **7 Charges and payment**

- 7.1 In consideration of the provision of the Services by SLM Ltd and before SLM Ltd begins providing the Services to the Customer for a given submission of Material, the Customer shall pay the fee, as may vary from time to time, mentioned in the appendix to this Agreement.

## **8 Limitation of liability**

- 8.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.2 Nothing in this Agreement limits or excludes the liability of SLM Ltd:
- 8.2.1 for death or personal injury resulting from negligence; or
  - 8.2.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by SLM Ltd.
- 8.3 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection

with the performance or contemplated performance of this Agreement shall be limited to the fee paid for the Services.

## **9 Variation**

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

## **10 Severance**

10.1 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention. This Agreement shall at all times be construed so as to carry out the purposes hereof.

## **11 Entire agreement**

11.1 This Agreement constitutes the whole agreement between the Customer and SLM Ltd and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

11.2 The Customer and SLM Ltd acknowledge that, in entering into this agreement, they do not rely on any statement, representation (whether oral or other), assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.

11.3 The Customer agrees and acknowledges that no contract or obligation of any kind, other than those arising pursuant to the express terms of the Agreement, is assumed by SLM Ltd or may be implied against SLM Ltd by reason of its review of the Material and/or any discussions or negotiations that may have taken place between the Customer and SLM Ltd. Specifically, it is understood that the Customer's submission of the Material pursuant to this Agreement, SLM Ltd's review (or use of Unprotected Material) thereof, does not constitute or create an implied-in-fact or implied-in-law contract, even if there exists an industry custom or practice to the contrary.

11.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **12 No partnership or agency**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Customer SLM Ltd, or to authorise either to act as agent for the

other, and neither shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **13 Rights of third parties**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

### **14 Governing law and jurisdiction**

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

14.2 The Customer and SLM Ltd irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

AGREED TO AND ACCEPTED BY:

Name

Signature

Acceptance Date

Acknowledged by

For Seamus Lyte Management Ltd

## Fees

The fee structure is as follows

Now that your material has been accepted for the Script Doctor Service the initial payment of 120GBP + VAT (currently at 15%) will be invoiced to you and will need to be paid immediately by BACS and where online banking is not appropriate, by Cheque.

Should representation with a third party result, any agent to agent commissions will be negotiated direct and will not be above normal industry standards.

CHEQUES PAYABLE TO : Seamus Lyte Management Ltd

BACS :

Sort Code 20/78/98

Account No 00851507

Barclays Bank, Soho Square, London

Payment terms: immediate

Reg. in England. Reg No 05029988  
27 Mortimer Street, London W1T 3BL