

GOODSPACES / OWNER INTRODUCTION AGREEMENT - GENERAL TERMS AND CONDITIONS

1. OWNER INTRODUCTION AGREEMENT

1.1 The agreement (**this Owner Introduction Agreement**) entered into between Good Spaces and the Owner is subject to the *Good Spaces / Owner Introduction Agreement - General Terms and Conditions* (**these General Terms and Conditions**).

1.2 If there is any inconsistency between either:

- (a) these General Terms and Conditions; or
- (b) the details entered by the Owner on the online registration form on www.goodspaces.co.uk (**the Registration Form**); or
- (c) the information entered on the location booking form capturing the details of a specific location booking (**the Location Booking Form**),

then the Location Booking Form shall take precedence over the Registration Form which will take precedence over the General Terms and Conditions.

1.3 Defined terms used in this Owner Introduction Agreement shall have the meanings set out in the Registration Form and the Location Booking Form.

2. COMMENCEMENT AND DURATION

2.1 This Owner Introduction Agreement shall commence on the date on which the Owner registers with Good Spaces on www.goodspaces.co.uk and shall continue, unless terminated earlier in accordance with these General Terms and Conditions or until either party gives to the other party one (1) month's written notice to terminate.

3. CLIENT INTRODUCTIONS

3.1 The Owner appoints Good Spaces on a non-exclusive basis to identify and introduce to the Owner, prospective production company clients (**the Client(s)**) for art preparation and/or set dressing of the Location and preparing, rehearsing, filming, photographing and recording during an event at the Location and to make introductions of Production Companies (**Introduction(s)**) subject to these General Terms and Conditions.

3.2 A valid Introduction shall be deemed to have been made as soon as the Owner has been provided with details of a Client.

3.3 Good Spaces shall:

- (a) serve the Owner faithfully and diligently and not to allow its interests to conflict with its duties under this Owner Introduction Agreement;
- (b) observe any reasonable directions given to Good Spaces by the Owner;
- (c) use its reasonable endeavours to make Introductions of Production Companies; and
- (d) arrange for an agreement to be put in place between the Owner and the Client capturing the terms on which the Location will be made available for a specific Production (**the Client/Owner Location Agreement**).

3.4 Neither Good Spaces nor the Owner shall have any authority to bind the other in any way and neither shall make or enter into the Client/Owner Location Agreement or any other contracts or commitments or incur any liability on behalf of the other.

3.5 For the avoidance of doubt, Good Spaces shall be under no obligation to make any Introductions to the Owner and nothing in this Owner Introduction Agreement shall be construed as any guarantee or commitment that Good Spaces will make any Introductions.

4. FEES AND PAYMENT

4.1 The Owner acknowledges and agrees that Good Spaces shall be entitled to negotiate with and charge to the Client a fee which shall be payable by the Client to Good Spaces (**the Good Spaces Introduction Fee**).

4.2 On receipt in cleared funds by Good Spaces of the Good Spaces Introduction Fee, Good Spaces will pay to the Owner such fee as is agreed from time to time between the Owner and Good Spaces in relation to each specific Production (**the Owner Introduction Fee**).

4.3 If any dispute arises as to the amount of the Owner Introduction Fee payable by Good Spaces to the Owner, the same shall be referred to Good Spaces' accountants for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

4.4 No Owner Introduction Fee shall be payable where:

- (a) the Good Spaces Introduction Fee becomes refundable to the Client for whatever reason; or
- (b) the Owner is in breach of the terms of this Owner Introduction Agreement.

4.5 Good Spaces shall not be responsible for any costs incurred by the Owner unless such costs have been agreed by Good Spaces and the Owner in writing, in advance.

5. OBLIGATIONS OF THE OWNER

5.1 The Owners warrants that it has the necessary authority to appoint Good Spaces to make Introductions and to allow Good Spaces access to the Location.

5.2 The Owner shall promptly notify Good Spaces in writing of any information relevant to the operation of this Owner Introduction Agreement or to a specific Introduction / Production.

5.3 The Owner will permit Production Companies to have access to the Location for the purposes of assessing whether the Location is suitable for the Production and prior to entering into the Client/Owner Location Agreement.

5.4 The Owner will at all times act in good faith towards Good Spaces. In particular and without prejudice to the Owner's general obligation to act in good faith, the Owner agrees for a period of twelve (12) months from the date of the relevant Introduction), not to enter into any direct agreement with any Production Companies introduced to the Owner by Good Spaces, for access to the Owner's property. In the event that the Owner enters into any agreement (whether direct or indirect and by itself or through an agent) with any Production Companies introduced to the Owner by Good Spaces in breach of this provision then Good Spaces shall be entitled to payment in full of all

monies paid to the Owner by the Production Companies under the terms of such agreements.

5.5 The Owner shall provide Good Spaces at all times with the information Good Spaces reasonably requires to carry out its duties under this Owner Introduction Agreement and the Client Introduction Agreement.

5.6 The Owner shall inform Good Spaces immediately if the Location becomes unavailable for any reason whatsoever or if the Owner is unable to meet its obligations in the Client/Owner Location Agreement.

5.7 The Owner shall not be responsible for any costs incurred by Good Spaces or the Client unless such costs have been agreed by the Owner in writing, in advance.

6. CONFIDENTIALITY

6.1 Each party (**Receiving Party**) agrees that it shall at all times (both during the term of this Owner Introduction Agreement and after its termination) keep confidential, and shall not without the prior written consent of the other party (**Disclosing Party**) use or disclose (other than as permitted below) any information of a confidential nature disclosed by the other party, unless the information was at the time of disclosure (or subsequently becomes without breaching this Owner Introduction Agreement) public knowledge or already known to the Receiving Party.

6.2 The Receiving Party may use the Disclosing Party's Confidential Information in the performance of its obligations and the exercise of its rights under this Owner Introduction Agreement and in particular Good Spaces may disclose information to the Client or for the purposes of identifying Production Companies and seeking to make Introductions.

7. TERMINATION AND CONSEQUENCES OF TERMINATION

7.1 Without prejudice to any rights that have accrued under this Owner Introduction Agreement or any of its rights or remedies, either party may at any time terminate this Owner Introduction Agreement with immediate effect by giving written notice to the other party if the other party commits a breach of any term of this Owner Introduction Agreement (other than failure to pay any amounts due under this Owner Introduction Agreement).

7.2 Other than as set out below, neither party shall have any further obligation to the other under this Owner Introduction Agreement after its termination.

7.3 Termination of this Owner Introduction Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

8. MISCELLANEOUS PROVISIONS

8.1 Good Spaces is an independent contractor, and nothing in this Owner Introduction Agreement shall constitute the creation, establishment or relationship of partnership, joint venture or employer and employee between the parties.

8.2 This Owner Introduction Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements between them.

- 8.3 No variation of this Owner Introduction Agreement shall be effective unless it is in writing and agreed by the parties. For the avoidance of doubt agreement in writing may be reached and evidence by email and SMS text message.
- 8.4 No person other than a party to this Owner Introduction Agreement shall have any rights to enforce any term of this Owner Introduction Agreement.
- 8.5 This Owner Introduction Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

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