**THIS AGREEMENT** is made on 25th March 2024

# BETWEEN:-

1. **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the"**Department**"); and

1. **FILMBANK DISTRIBUTORS LIMITED**,(No: 1021212) whose registered office is situated at Warner House, 98 Theobald’s Road, London, WC1X 8WB, England ("**Contractor**").

# RECITALS:-

1. The Department and the Contractor entered into a Public Video Screening Licence Agreement signed on 2nd November 2018 with the Department's reference number of con\_3229 in relation to Licence Years 1 April 2019 to 31 March 2024, as amended by an Amendment Agreement dated 9 January 2023 ("**Letter Agreement**") for the purposes of allowing schools to screen (on a non-commercial basis) feature length motion pictures and short form content from studios represented by Filmbankmedia, and other audio-visual content.
2. The Department and the Contractor have agreed to vary the terms of the Letter Agreement as set out in this Agreement.
3. The Department's reference number for this Variation Agreement is [02].

# IT IS AGREED as follows:- 1. CONSIDERATION

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Letter Agreement in accordance with Clause 12.4 of the Licence (as defined in the Letter Agreement).

# VARIATION OF THE LETTER AGREEMENT

2.1 The parties agree with effect from the date of this Agreement the Letter Agreement shall be varied as set out in Annex 1 attached.

2.2 Subject to the variations set out in Annex 1, the Letter Agreement shall continue in full force and effect in all respects.

2.3 In addition to the amendments set out in Annex 1, the Letter Agreement shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.

2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

# SEVERABILITY

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

# AUTHORITY AND COSTS

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

# THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

# GOVERNING LAW AND JURISDICTION

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

**EXECUTED** by the parties on the first date in this Agreement.

# Authorised to sign for and on behalf of the Authorised to sign for and on behalf of Secretary of State for Education Filmbank Distributors Limited

# <redacted>

**ANNEX 1**

**VARIATIONS TO LETTER AGREEMENT**

“Term” shall be amended to Public Video Screening Licence for Licence Years 1 April 2024 to 31 March 2029.

All references to Clauses in this Annex 1 are to Clauses in the Letter Agreement.

1. Clause 1.1 of the Licence included at Appendix 1 of the Letter Agreement shall be amended to include the following definitions:

Film means any film distributed by Participating Distributors and available for rental or purchase in the form of copyright-fee-paid VHS video, DVD, Blu-Ray at rental and retail outlets in the Territory at the time of, or at any time prior to, the relevant Screening except any Excluded Film. Film also means any film digitally streamed by Participating Distributors via the Into Film website.

1. Clause 3 of the Letter Agreement shall be amended in its entirety to read:

For each Licence Year the DfE agrees to pay in advance, on behalf of each School, the appropriate Fee which will be calculated in accordance with the methodology set out in Appendix 2 and based on the number of schools as provided to Filmbankmedia in accordance with paragraph 4 herein plus any VAT thereon, within 30 days of receipt of Filmbankmedia’s invoice, each annual invoice to be sent on or after 1 April of the respective Licence Year (i.e. annual invoice for Licence Year 2024-2025 to be sent on or after 1 April 2024). The Combined Fee (defined below) is subject to an annual increase of CPI capped at 2%\*.

Filmbankmedia reserves the right to charge interest on any late payment as set out in the Licence.

1. Table A in Appendix 2 of the Letter Agreement should be amended in its entirety to read:

<redacted>

**Combined Fee** means the Price Per School (Streaming) + Price Per School (Content).

All prices are exclusive of VAT.

\* The year to October CPI rate published by the Office of National Statistics (available at https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7g7/mm23) which immediately precedes the start of each Licence Year shall be used to calculate the Licence Years 2020—2021, 2021 — 2022, 2022 —2023.