



Terms and Conditions

Broadsword Event House Limited (CRN: 05893488)

1. These Terms

- 1.1 These terms and conditions shall apply to all goods and/or services (together the "**Services**") supplied by Broadsword Event House Limited ("**Broadsword**", "**we**", "**us**", "**our**") to the client ("**Client**", "**you**", "**your**") named on the corresponding Proposal, including those services as set out in the Proposal to which these terms are attached and any other proposal, scope of works or any other document prepared by Broadsword setting out a description of the Services to be provided by us (including, for the avoidance of doubt, any updates or revisions) ("**Proposal**").
- 1.2 These terms govern all contracts between Broadsword and the Client for the provision of event design, planning and production services on any basis to the exclusion of all other terms and conditions including any terms and conditions set out in any purchase order or other document supplied by the Client that is in addition to or at variance with these terms, unless we expressly agree otherwise.
- 1.3 These terms together with the Proposal constitute the contract between us and you for our Services (and "**Contract**" shall be interpreted accordingly). Any sample images, descriptive matter or advertising produced by Broadsword is produced for the sole purpose of giving an approximate idea of the Services to be provided and shall not form part of the Contract or have any contractual force.
- 1.4 No binding contract shall exist between Broadsword and the Client unless and until we have either received and accepted your signed Proposal or we have started providing Services to you.
- 1.5 No variation to these terms shall be binding unless agreed in writing between us and signed for and on behalf of Broadsword by a director.
- 1.6 To the extent any terms in the Proposal contradict these terms, the Proposal will apply.

2. Definitions

The following terms have the meanings set forth below whenever they are used in these terms (and defined terms may also appear in the body of the text):

"Data Protection" refers to all applicable laws and regulations relating to the processing of personal data and privacy as may be applicable from time to time
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“Legislation”	including the Data Protection Act 2018 and the UK GDPR.
“Deliverables”	means any outputs of the Services to be provided by Broadsword to the Client as specified in the Proposal and any other documents, products and materials provided by Broadsword to the Client in relation to the Services.
“Fees”	means all monies due from you to us in consideration of the provision of the Services and as outlined in the Proposal.
“Intellectual Property Rights”	means all copyright, patents, trademarks and trade names, design rights, inventions, know-how and other intellectual property rights including applications for registration and right to make such applications.
“Event”	means the event or production as specified in the Proposal in relation to which our Services are provided.
“Event Date”	means the date of the Event as set out in the Proposal.
“UK GDPR”	means European Union Regulation (EU) 2016/679 (General Data Protection Regulation) as such regulation is adopted into the law of the United Kingdom pursuant to the European Union (Withdrawal Act) 2018 and as amended by the Data Protection Act 2018 and any successor regulation or law.

2 Proposals

- 2.1 Any Proposal prepared by us will only be valid for the period of time specified. If you fail to accept the Proposal within the time period specified in the Proposal (if any), or in any event within a reasonable period of time, additional charges for the Services may apply.
- 2.2 You may request updates to any Proposal prepared by us subject to the payment of additional charges. We reserve the right to invoice you for our time spent on a Proposal if it is subsequently rejected by you and to amend the Proposal at any time if required by any applicable statutory or regulatory requirements.
- 2.3 In order to enable us to supply the Services to meet the Event Date you agree to confirm and provide all information, documents, items and materials we reasonably require in connection with the Event including (but not limited to) all final details, numbers and special action required to be taken by us and any artwork, branded goods and designs to be supplied by you to us, by the deadlines set out in the Proposal or otherwise by such date or dates as we shall so agree or specify and in any event within a reasonable period. If you fail to comply with the provisions of this clause 2.3,

we will not be liable for any failure to provide the Services by the Event Date and you agree to indemnify us on demand for all additional costs or losses incurred by us as a result of any such failure.

- 2.4 If you request any additional services or require any changes to the Services (including those which are necessitated as a result of the Event or any venue being different from that notified to us) that are not set out in the Proposal, we reserve the right to charge additional fees. Where reasonable we shall confirm an estimate of our additional charges in advance. If you decline to incur liability for the additional charges in accordance with this clause 2.4 we shall not be responsible or liable for any failure to deliver any part of the Event affected thereof.

3 Events

- 3.1 Our services apply to the following types of event:

3.1.1 Live events held exclusively in-person (“**Live Events**”);

3.1.2 Digital events held on an exclusively remote basis (“**Digital Events**”); and

3.1.3 Events that take place in-person that can be accessed remotely via a live streaming service (“**Hybrid Events**”).

- 3.2 You may request a change to the Event specified in the Proposal such that a Live Event is converted to a Digital Event or Hybrid Event or vice versa, subject to the payment of additional fees to reflect the change in the provision of the Services to you and the costs we incur in converting the Event format accordingly.

4 Our obligations

- 4.1 We will use reasonable endeavours to provide the Services to you, in accordance with the Contract in all material respects.

- 4.2 We shall provide the Services with reasonable skill and care in accordance with generally recognised industry practice and in accordance with any applicable laws.

- 4.3 We reserve the right to make changes to the Services which are necessary to comply with any applicable law or regulation or safety requirement or which do not materially affect the nature or quality of the Services and we shall notify you in such event.

- 4.4 In respect of Live Events, we shall be entitled to visit and assess the facilities, lay-out and suitability of the Event venue in the context of the Services to be provided.

- 4.5 We will use reasonable endeavours to provide the Services in accordance with any performance deadlines set out in the Proposal or as otherwise may be agreed in writing between the parties, and will notify you as soon as reasonably practicable in the event those performance deadlines are unlikely to be met, but for the avoidance of doubt you will not be entitled to terminate the Contract in the event performance dates are missed, unless such failure arises solely as a result of our breach of the terms of the Contract.

- 4.6 In the event that we are unable to deliver the Services on the Event Date or otherwise in accordance with the Proposal due to your failure in meeting your obligations pursuant to these terms, we shall not be in breach of this Contract or

otherwise liable for any failure to put on the Event and the Fees shall remain payable without deduction, set-off or counterclaim.

5 Equipment hire & accessories

- 5.1 Any equipment that we have agreed to provide for hire ("**Equipment**"), or accessories we have agreed to supply ("**Accessories**"), as part of the Services and as set out in the Proposal shall be provided pursuant to the terms of this clause 5. We reserve the right to substitute or vary at any time any of the Equipment and/or Accessories for similar items of equivalent quality, provided that such substitution or variance has no detrimental impact on the quality of the Services.
- 5.2 For the avoidance of doubt, we shall also be entitled to substitute the Equipment and Accessories if we reasonably believe the intended items may not be suitable for the Event.
- 5.3 We shall be responsible for the set up and operation of the Equipment and Accessories and you agree to provide all reasonable assistance to us accordingly.
- 5.4 Any Equipment we make available to you for hire shall at all times remain our property or the property of our suppliers or sub-contractors and you shall have no right, title, interest in or to the Equipment (save to the right of reasonable use pursuant to these terms).
- 5.5 Any Accessories supplied shall at all times remain your property and we shall have no right, title, interest in or to the Accessories.
- 5.6 Following delivery of the Equipment and Accessories you shall provide or procure the provision of a secure area where such items may be stored prior to set up.
- 5.7 You agree to:
 - 5.7.1 make us promptly aware of any issue with, or concern you may have in respect of, the Equipment and the Accessories;
 - 5.7.2 take reasonable care of the Equipment and use it for its proper purpose and where relevant in accordance with any manufacturer recommendations and instructions;
 - 5.7.3 maintain the Equipment in good and substantial repair and condition;
 - 5.7.4 keep the Equipment at the location at which it has been delivered;
 - 5.7.5 notify us immediately of any material loss of or damage to the Equipment; and
 - 5.7.6 yield up the Equipment following the Event in a condition equal to that as at the commencement of the hire period.
- 5.8 You shall be liable for any loss, theft or damage to the Equipment and Accessories which occurs following delivery of the Equipment and Accessories, unless due to the direct act or omission of any of our employees, agents, consultants, suppliers or sub-contractors. You acknowledge that the Equipment remains at your sole risk during the hire period until such time as any such Equipment is collected by us.

- 5.9 Your liability under clause 5.8 above shall include the obligation to pay us an amount equal to the cost in repairing or replacing (as we may reasonably decide) the affected Equipment, together with such costs and losses as we may incur as a consequence of such loss, theft or damage.
- 5.10 At the conclusion of the Event, you shall be responsible for the removal, transport and subsequent storage of the Accessories. If you require us to remove, transport or store any Accessories, you agree to request a quotation for associated costs in writing no later than the Event Date.

6 Client obligations

- 6.1 You shall provide co-operation and support to us in our efforts to provide the Services. This includes providing us with all information we might reasonably request in order to provide the Services to you and responding to our communications within a reasonable timescale.
- 6.2 You shall:
- 6.2.1 ensure that any information you have provided us concerning the Event is complete and accurate;
 - 6.2.2 where applicable, ensure that we have reasonable access to the Event venue and other facilities as required by us to provide the Services and to deliver the Equipment and Accessories (including ensuring that drinking water is available to our staff free of charge);
 - 6.2.3 where applicable, notify us as soon as reasonably practical of any changes to the set-up at the Event venue which may affect the provision of the Services; and
 - 6.2.4 obtain and maintain all necessary licenses, permissions and consents which may be required for the provision of the Services before the date on which the Services are to start.
- 6.3 In respect of any Digital Event or Hybrid Event you further agree:
- 6.3.1 to comply with all reasonable requests and requirements of our technology suppliers and sub-contractors in the delivery of the Services including (but not limited to) making your staff available for testing and training purposes in advance of the Event;
 - 6.3.2 to ensure that any technology services we or our suppliers or sub-contractors provide in the delivery of the Event are sufficiently accessible by your clients, employees, staff or any other Event participants in order enable full the functionality of, and connectivity to, the Event, including if necessary authorising access to the Event on your servers via relevant mobile applications and/or website addresses;
 - 6.3.3 to ensure that your network and systems comply with the relevant specifications provided by us or our suppliers or sub-contractors;
 - 6.3.4 to be solely responsible for procuring, maintaining and securing your network connections and telecommunications links from your systems to our or our suppliers' or sub-contractors' data centres, and all problems, conditions,

delays, delivery and failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and

6.3.5 that the end-user terms applicable to the relevant streaming platform apply to the end-users of the Event and it is your responsibility to reasonably procure the compliance of such terms by your clients, employees, staff or other Event participants and to set out any additional terms under which the Event is viewed or otherwise participated in, including any rules on the confidentiality of the Event and/or recording the Event.

6.4 You agree to maintain in force for the duration of this Contract insurance policies with reputable insurance companies, against all risks that would be normal and prudent to insure against in connection with the risks associated with this Contract, and to procure to Broadsword on demand full particulars of that insurance and the receipt for the then current premium.

7 Cancellation and Postponement

7.1 You shall provide us with immediate notice of any postponement or cancellation of an Event and we shall take all reasonable steps to comply with any such postponement or cancellation request, subject always to our contractual obligations to third parties. Subject to clause 7.2, you shall reimburse us for all damages and/or losses, and for all costs or expenses incurred or to which we are committed and which are not recoverable, which in any event shall not be less than a proportion of the total Fees identified in the Proposal or otherwise agreed in writing between us and calculated according to the length of notice of postponement or cancellation before the Event Date as follows:

7.1.1 over 61 days before Event Date: 15% of Fees;

7.1.2 31 – 60 days before Event Date: 30% of Fees;

7.1.3 8 – 30 days before Event Date: 60% of Fees;

7.1.4 up to 7 days before Event Date: 100% of Fees.

7.2 In the event you postpone an Event, the parties agree to use reasonable endeavours to rebook the Event to a mutually suitable alternative date falling within 12 months from the Event Date, subject to availability. During this period we may, acting reasonably, prevent you from rescheduling the Event on more than one occasion. You agree to reimburse us for all damages and/or losses, and for all costs and expenses incurred in rescheduling the Event on your behalf. If an alternative date cannot be agreed within a reasonable period following the postponed Event Date, the costs set out in clause 7.1.1 to 7.1.4 (inclusive) will be payable to us dependent on the length of notice given.

8 Intellectual Property Rights and Licensing

8.1 Subject to clause 8.5, where any Deliverables are designed, created or otherwise developed by us for you pursuant to this Contract, the Intellectual Property Rights in, arising out of or in connection with such products shall be owned by us.

8.2 We hereby grant you a royalty-free, non-transferable, non-exclusive licence to use the Deliverables only for the purposes of receiving and using the Services in

connection with the Event. You agree not to sub-license, assign or otherwise transfer the rights granted in this clause.

- 8.3 We hereby grant you a royalty-free, non-transferable, non-exclusive, perpetual licence for us of any Deliverables created specifically for your use after the Event (as outlined in the Proposal or by written agreement with us).
- 8.4 In respect of any Digital Event or Hybrid Event you acknowledge that any Intellectual Property Rights in the software or technology we use shall belong to us or our sub-contractors or suppliers, and you shall have no right to use such software or technology other than in accordance with the terms of this Contract.
- 8.5 You and your licensors shall retain ownership of all Intellectual Property Rights in relation to any documents, information, items and materials in any form, whether owned by you or a third party, which are provided to us in connection with the Services ("**Client Materials**") and grant us a fully paid-up, non-exclusive, royalty-free non-transferrable license to copy and modify the Customer Materials for the term of this Contract for the purposes of supplying the Services to you and illustrating the Services as an example of our work in any promotional or advertising materials.
- 8.6 You warrant that the receipt and use of the Client Materials shall not infringe any third party Intellectual Property Rights or other rights. You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, suppliers, sub-contractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt or use in the performance of this Contract of the Client Materials.
- 8.7 You will advise us promptly if any material prepared by us is inaccurate, misleading or false or likely to give rise to any third party intellectual property claim.

9 Fees and Payment

- 9.1 In consideration of the provision of the Services by us, you agree to pay the Fees.
- 9.2 You agree to reimburse us for expenses (including travel, hotel and other out-of-pocket expenses) and any third-party costs reasonably incurred by us in connection with the provision of the Services.
- 9.3 Amounts payable under this Contract are exclusive of VAT which shall be payable in addition where applicable. You acknowledge that VAT rates may vary depending on the relevant jurisdiction(s) in which the Services (including third party goods or services) are supplied.
- 9.4 The Fees shall be invoiced by us in accordance with the payment schedule specified in the Proposal.
- 9.5 All invoices shall be due and payable by you within thirty (30) days of the date of such invoice (the "Due Date") to a bank account nominated in writing by us from time to time. Without limiting any of our other rights or remedies, if you fail to make any payment due to us by the due date for payment, we may charge you interest on the overdue sum from the due date until payment of the overdue sum, and such other sums as may be payable in respect of the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to suspend all or part of the Services until payment has been made in full.

- 9.6 For the avoidance of doubt, we shall not be liable for any costs or damages incurred by you as a result of your delay, and where your delayed payment causes an increase in our costs, we shall invoice you for the additional costs before the conclusion of the Event.
- 9.7 All amounts payable to us under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction of withholding of tax as required by law).

10 Confidentiality and deletion of Event data

- 10.1 Both parties ("**Receiving Party**") shall keep in strict confidence all information concerning the business, affairs, customers or suppliers of the other party, and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other ("**Disclosing Party**"), its employees, agents or sub-contractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Contract, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of a Contract.
- 10.2 We will delete or otherwise destroy all data, documentation and materials (including any copies) containing, reflecting or incorporating information relating to an Event following the Event Date, unless otherwise agreed by us or specified in the Proposal. In the event you require a copy of such Event data you should notify us as soon as reasonably practicable and in any event by the Event Date. We shall not be liable to you for any loss of Event data caused by your failure to comply with this clause 10.2.

11 Data Protection

- 11.1 In this clause 11, the terms Personal Data, Data Controller and Data Processor shall have the meaning given to them in the UK GDPR.
- 11.2 For the purposes of this Contract, both parties may receive Personal Data. Where either party receives Personal Data as a Data Controller both shall agree to comply with Data Protection Legislation.
- 11.3 Throughout the term of this Contract, each party may process the Personal Data of the other party's employees as Data Controller (as defined in the UK GDPR) to facilitate contact and co-operation between us and to achieve our respective business interests.
- 11.3.1 Where one party receives Personal Data as a Data Processor, that party shall:
- 11.3.2 act solely on the instructions of the party sending the Personal Data in relation to the processing of that Personal Data. In the event that a legal requirement prevents the Data Processor from complying with such instructions the Data Processor shall, unless such legal requirement prohibits it from doing so, inform the other party of the relevant legal requirement before carrying out the relevant processing activities;

- 11.3.3 at all times, ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of such Personal Data and such measures shall include taking reasonable steps to ensure the reliability of any of its staff who may have access to Personal Data and ensuring that such staff are subject to appropriate confidentiality undertakings. The Data Processor shall, save where prohibited by law and as soon as reasonably practical, notify the other party of any legal obligation which requires the Data Processor to disclose the Personal Data to a third party;
- 11.3.4 not transfer the Personal Data outside of the UK or European Economic Area (as such term is commonly understood) or to any third party without the other party's written consent;
- 11.3.5 send to the other party any communications received from individuals in relation to their Personal Data as soon as reasonably practicable. The Data Processor shall provide reasonable co-operation to the other party in relation to any individuals exercising their rights under the Data Protection Legislation;
- 11.3.6 give the other party reasonable assistance in relation to its compliance with Data Protection Legislation;
- 11.3.7 take reasonable steps to ensure the confidentiality, integrity, availability and resilience of processing systems and services associated with the processing of Personal Data;
- 11.3.8 co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to the Contract (including any such facilities, premises or equipment used by staff and/or sub-contractors) as the other party may reasonably require to enable it to monitor compliance by the Data Processor with the obligations under the Contract;
- 11.3.9 notify the other party of any Personal Data breach and assist the other party with any investigation into and remediation of any Personal Data breach. The Data Processor shall also provide the other party with reasonable assistance with any notifications made to relevant authorities and/or individuals in relation to any Personal Data breach;
- 11.3.10 subject to clause 11.9, not subcontract any of its obligations under this Contract regarding the processing of Personal Data to a third party (a "Sub-Processor") without the prior written consent of the other party. The Data Processor shall be liable for the acts and omissions of the Sub-Processor as if they were the acts or omissions of the Data Processor itself and the Data Processor shall ensure that there is a written contract executed between the Data Processor and the Sub-Processor that contains equivalent protections for the Personal Data as are set out in this Contract;
- 11.3.11 when instructed by the other party, immediately cease processing the Personal Data and immediately supply any Personal Data to the other party or delete the Personal Data in accordance with the other party's instructions;
- 11.3.12 submit to audits and inspections carried out directly upon it by a supervisory authority or the other party as Data Controller, and co-operate in

any audits and inspections carried out upon the other party as Data Controller; and

- 11.3.13 inform the other party as Data Controller immediately if any requests made of it would involve infringing Data Protection Legislation.
- 11.4 The Data Processor shall comply with Data Controller's information retention policies (as amended from time to time) and will notify the Data Controller of any law in the jurisdiction(s) in which the Data Processor operates that would prevent the Data Processor from complying with the Data Controller's information retention policy.
- 11.5 The Data Processor shall maintain and keep up to date a list detailing the location of all Data Controller data (including Personal Data) together with details of any third party sub-contractors or third parties with whom the Data Processor has shared any Data Controller data.
- 11.6 Nothing in this agreement relieves either party of its own direct obligations under Data Protection Legislation.
- 11.7 A Data Processor shall be liable to a Data Controller for any losses incurred as a result of the Data Processor's breach of any of these terms, up to a maximum of 100% of the aggregate value of the Contract as set out in the Proposal.
- 11.8 Clause 11.7 does not in any way purport to exclude or limit either party's liability arising under Data Protection Legislation.
- 11.9 By agreeing to these terms, you give us, in circumstances where we are Data Processor, permission to use and transfer Personal Data to the third parties detailed in our Privacy Notice.

12 Limitation of Liability

- 12.1 These terms set out our entire liability (including any liability for the acts or omissions of our employees, agents, suppliers and sub-contractors) to you in respect of:
 - 12.1.1 any breach of these terms; and
 - 12.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Contract.
- 12.2 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation or for any other liabilities which cannot legally be limited.
- 12.3 Subject to clause 12.1 and 12.2:
 - 12.3.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with these terms shall be limited to 125% of the aggregate charges paid by you for the Event under this Contract; and
 - 12.3.2 in no circumstances whatsoever shall we be liable to you in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss (whether direct or indirect) of profits, sales or business, agreements or contracts, anticipated savings, damage to goodwill or business opportunity or

loss of use or corruption of software, data or information or for any indirect, special or consequential loss or pure economic loss (whether or not reasonably foreseeable and even if we had been advised of the possibility of you incurring the same).

- 12.4 Both parties accept that the allocation of liabilities and risk between the parties as effected by these terms and in particular by clauses 11.7 and 12.3 has been evaluated in accordance with the entire framework of these terms, taking into account such matters as the nature of the Services, price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise.
- 12.5 Except as expressly provided in these terms, we give no warranties or representations of any kind. All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by s12 Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this Contract.
- 12.6 For any Digital Event or Hybrid Event, we will use reasonable endeavours to engage appropriately skilled and reliable technology suppliers and sub-contractors in the provision of the Services to you but we shall not be liable under any circumstances for any connectivity failures or any other failures in network connections or telecommunication links outside our reasonable control, or for any failures caused by your chosen streaming platform.
- 12.7 We shall further have no liability to you where access to or participation in the Event is prohibited or delayed, or there is any other functionality issue, as a result of you failing to comply with your obligations under this Contract or our or our suppliers' or sub-contractors' reasonable requirements, requests and instructions in connection with the provision of the Services.
- 12.8 You acknowledge that we have no liability whatsoever for loss or damage arising out of or in connection with any act or omission of your suppliers. Our liability for any loss or damage arising out of or in connection with any act or omission of Broadsword's suppliers and sub-contractors shall be no greater than the level of liability accepted by us in our direct contracts with our suppliers and sub-contractors. Copies of these contracts will be made available to you on request. If you would like us to negotiate alternative terms with our suppliers or sub-contractors we will use reasonable endeavours to do so but we cannot guarantee any particular outcome and reserve the right to charge additional fees for this purpose.

13 Force Majeure

- 13.1 Neither party shall be liable to the other in any way whatsoever for failure, interruption, delay or any other matters of a similar nature whatsoever arising out of the occurrence of a Force Majeure Event.. A "**Force Majeure Event**" means any factor or circumstance beyond its reasonable control including (without limitation) acts of God or natural disasters, epidemics or pandemics, any law or any action taken by a government or public authority, terrorist attacks or civil war, interruption or failure of utility service or non-performance by suppliers or subcontractors.
- 13.2 The party affected by the Force Majeure Event shall:
- 13.2.1 as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started,

its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

13.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, which in the case of a Live Event or Hybrid Event may include converting the Event to a Digital Event in accordance with the following clause.

13.3 If a Force Majeure Event arises with respect to a Live Event or Hybrid Event before the Event Date which prevents the Event from proceeding we may, by giving notice to you at any time before the Event Date, convert the Live Event or Hybrid Event to a Digital Event and in doing so we shall not be in breach of this Contract. In the event that we change the format of your Event under this clause we will reimburse you for any charges paid to us for the original Live or Hybrid Event which a) relate to third party charges or costs; and b) that we are able to recover, after deducting any additional costs which arise from the conversion of the Event.

14 Termination

14.1 Unless otherwise agreed in writing, the Contract will terminate immediately upon completion of the Services or upon cancellation by you in accordance with clause 7.

14.2 Without affecting any other right or remedy available to it, either party may terminate this Contract immediately on notice if:

14.2.1 the other party is in material breach of this Contract and, in the case of (i) a breach under clause 6, fails to remedy such breach within twenty-four (24) hours of the breach or (ii) any other breach capable of remedy, fails to remedy such breach within ten (10) days of receipt of written notice giving particulars of the breach and requesting it to be remedied; or

14.2.2 if any encumbrancer takes possession of or a receiver is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (except for the purposes of amalgamation or reconstruction not involving insolvency and in such manner that the entity resulting therefrom effectively agrees to be bound by or assumes the obligations imposed on that other party under a Contract) or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party or if the other party ceases or threatens to cease to carry on business.

14.3 If we terminate this Contract pursuant to clause 14.2.1 following a material breach by you, we reserve the right to charge you for an amount equivalent to the total of the Fees as set out in the Proposal, including any fees payable to third parties in connection with the provision of the Services, notwithstanding termination and the subsequent cancellation of the Event.

14.4 Without affecting any other right or remedy available to it, we may terminate this Contract with immediate effect by giving written notice to you if:

14.4.1 you fail to pay any amount due under this Contract on the due date for payment and remains in default not less than seven days after being notified to make such payment; or

14.4.2 you repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract.

14.5 On termination of this Contract you shall:

14.5.1 immediately pay to us all of our outstanding unpaid invoices and interest, and in respect of the Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

14.5.2 return all Equipment, and if you fail to do so we may enter the premises at which the Equipment is located and take possession accordingly.

15 Our suppliers and sub-contractors

15.1 Subject to the terms of this Contract, you permit us to purchase or procure (as the case may be) goods or services from our third party suppliers and sub-contractors as may be appropriate and/or necessary in connection with the provision of the Services.

15.2 By accepting a Proposal you agree that:

15.2.1 we shall be authorised to enter into agreements with our suppliers and sub-contractors without further reference to you;

15.2.2 you shall at all times remain responsible for any costs incurred by our suppliers or sub-contractors on your behalf in connection with the provision of the Services; and

15.2.3 we shall be authorised to pay our suppliers and sub-contractors on your behalf in respect of any services provided by them in connection with the Services and you shall be liable to pay for such charges in accordance with these terms.

16 Principal not Agent

In all contracts with third parties we shall act as principal and not agent for you.

17 General

17.1 Subject to clause 10, each party shall be entitled to publicise its involvement with the other on their respective websites or in case-studies or by similar means of demonstrating a portfolio of work, on the written consent of the other, not to be unreasonably withheld or delayed.

17.2 Any notice to be given under this Contract by either party shall be in writing and may be delivered to the other by sending it by courier, pre-paid first-class post, fax or email to the most recent address, fax number or email address notified by each party to the other. Notices will be deemed to have been received in the case of courier delivery, at the date and time shown on a signed delivery receipt, in the case of pre-paid first-class post 48 hours from the date of posting, and in the case of fax or email, at the time of its transmission if sent on a Monday to Friday other than a public holiday in England, or on any other agreed working day.

- 17.3 If any provision of these terms is or becomes invalid, illegal, void or unenforceable in whole or in part, such term or part shall to that extent be deemed not to form part of this Contract but the validity or enforceability of the remaining provisions and/or the remainder of the provision in question shall be unaffected.
- 17.4 A party who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available outside of this Act.
- 17.5 All rights granted to you or us shall be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any term of this Contract shall not be a waiver of any of its rights under this Contract. No exercise, partial exercise or waiver by either party of any right under this Contract shall restrict or prejudice any further or other exercise thereof or the exercise of any other right granted by this Contract or otherwise available to it.
- 17.6 In these terms, "include" means "including without limitation" and similar expressions shall be construed accordingly.
- 17.7 This Contract or any part of it may not be assigned, sub-contracted, transferred, mortgaged, charged, delegated or dealt with in any other manner by you without our prior written consent. We may at any time assign, sub-contract, transfer, mortgage, charge, delegate or deal with any other manner our rights and obligations under this Contract.
- 17.8 This Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.