

# INCHMERE EVENT DESIGN LIMITED

## Terms of Business

### Services

1. Inchmere shall provide to the Client the design services ("Design Services") outlined in the Letter of Engagement for the duration of this Agreement subject to the Client providing to Inchmere all relevant information and procuring that the employees of the Client will cooperate and liaise with Inchmere in a timely manner to enable Inchmere to provide the Services accordingly.
2. The working days upon which Inchmere carries out work under this Agreement shall be arranged so as to be convenient to both parties, with the parties acting reasonably in accommodating difficulties in availability.
3. The Client may, by giving at least 14 (fourteen) days' written notice to Inchmere, request a change to the Design Services.
4. Subject to Clauses 5 and 6 below, Inchmere shall be given an extension of time for completion of the Design Services if one or more of the following events occur:
  - (a) a variation to the Design Services is made at the Client's request under Clause 3; or
  - (b) a force majeure event occurs as described in clause 26; or
  - (c) delay is caused in whole or in part by an action or omission of the Client, its employee, agent or third party contractor or suppliers For the avoidance of doubt, delays under Clause 4 will not be treated as a breach by Inchmere of the terms of this Agreement. Inchmere will inform the Client as soon as practicable should there be any delay caused by events beyond its control.
5. If Inchmere is entitled to an extension of time under clause 4, it shall give written notice to the Client not later than seven (7) days after the beginning of the event. Such notice shall specify the event relied on, and, in the case of a force majeure event under clause 4(b), it shall estimate the probable extent of the delay.
6. Any delays resulting from an event set out in Clause 4 may result in additional costs for Inchmere. In this case, Inchmere is entitled to levy a further charge to the Client, if Inchmere considers it appropriate. Any Vehicle/Stand or Equipment associated with the Client; that storage is in arrears by 6months or more; shall become treated as abandoned and therefore the property of Inchmere Event Design Limited.
7. Inchmere shall not carry out, and the Client will not ask Inchmere to carry out, any work which:
  - (a) may expose Inchmere to civil liability to any third party of any kind, including without limitation liability for defamation, malicious falsehood and infringement of intellectual property rights;
  - (b) may expose Inchmere to any kind of criminal liability;
  - (c) may expose Inchmere to action by any regulatory body;
  - (d) involves the creation or use of obscene or offensive material.

### Term

8. This Agreement shall continue for the agreed term unless terminated beforehand in accordance with these terms and conditions.

### Fees

9. Subject to Clause 10 below, the Client shall pay Inchmere the Fee as set out in the Letter of Engagement with payment being made within 14 days of date of invoice.
10. If the Client requests a change or variation to the Services agreed or to extend the Services to be provided to any other businesses with or without any notification to Inchmere, Inchmere shall have the right to review the Fees agreed. Any change in the Fees will be provided within fourteen (14) days of such a request and shall take effect within immediately.
11. Unless agreed otherwise, Inchmere will invoice the Client fortnightly. Any accounts unpaid for more than 28 days after the payment due date will accrue interest from this date until payment, at the prevailing rate authorised by the Late Payment of Commercial Debts (Interest) Act 1998 which currently stands at 8% per annum above the Bank of England rate.

### Expenses

12. Expenses shall be paid by the Client provided that these have first been approved by the Client.

### Termination of Agreement

13. This Agreement may be terminated in the following circumstances:
  - (a) where a party commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within 30 days of the receipt of a notice from the innocent party identifying the breach and requiring its remedy;
  - (b) where the Client is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation in a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this

Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts;

- (c) by a 28 day notice in writing from either party informing the other party of its intention to terminate this Agreement at the end of the notice period.
14. Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and, in particular but without limitation.

### Indemnity

15. The Client undertakes to indemnify Inchmere against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach by the Client of any of the terms of this Agreement.
16. In the event of any claim, dispute, action, writ or summons in connection with clause 21, the Client and Inchmere agree to provide full details to the other party at the earliest opportunity and shall not settle any such matter without first obtaining the consent of the other party.
17. The Client shall indemnify Inchmere against all damages, losses and expenses arising as a result of any action or claim that materials provided to Inchmere by the Client infringe the intellectual property rights of a third party.

### Intellectual Property

18. Inchmere shall own all rights, title and interest including the Intellectual Property Rights in and to Inchmere technology. Inchmere shall also own all right, title and interest in and to the software components and such other applications relating to the Design Scheme that are developed during the course of this Agreement.
19. The Client shall own all rights, title and interest in the Client Designs.
20. Inchmere grants to the Client a non-exclusive, non-transferable, royalty-free licence to use Inchmere technology in conjunction with the Client designs for the limited purposes as set out in this Agreement.

### Confidentiality

21. The Client and Inchmere shall not disclose to any third party any confidential business or future plans of the other party at any time acquired during the existence of this Agreement and no reference is to be made to the terms of this Agreement by either party in any advertising, publicity or promotional material, without the prior written consent of the other party.

### Limitation of Liability

22. Except in the case of liability for personal injury, death, fraud or fraudulent misrepresentation, Inchmere shall not be liable to the Client for any indirect or consequential loss or damages that may arise from this Agreement whether loss of profits, loss of publicity or damage to goodwill.

### Amendments, Alterations and Variations of Services

23. This Agreement supersedes all previous Agreements, representations or promises and sets out all the terms agreed between the parties. Any amendment or alteration to this Agreement shall be notified to the Client within 14 (fourteen) days of such changes taking effect.

### No Partnership

24. This Agreement shall not be deemed to create any partnership, employment, or agency relationship between the parties. Neither party shall be entitled to pledge, comment or authorise any matter that is not set out under the terms of this Agreement.

### Third Party

25. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
25. Unless the right of enforcement is expressly provided for and stated as such it is not intended that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

### Force Majeure

26. In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the Client or Inchmere, including such events as war, industrial action, floods or Acts of God, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement.

### Governing Law and Jurisdiction

27. This Agreement shall be subject to the Laws of England and the exclusive jurisdiction of the Courts of England and Wales.