

INTERNATIONAL LUXURY MEDIA STANDARD TERMS AND CONDITIONS OF BUSINESS

The following Conditions comprise the standard terms of International Luxury Media and all work undertaken by the Business shall be on the basis of the Booking and these terms to the exclusions of any others unless specifically varied in writing and signed for by an authorised signatory for and on behalf of the Business. In accepting the Booking these Conditions shall be deemed to have been accepted by the Client on its own behalf and for and on behalf of each and every guest.

1. DEFINITIONS

1.1 "The Client" the individual, business or body corporate for whom the Booking is prepared and the Services are provided.

"The Booking" the booking by the Client of the Event in accordance with the Conditions.

"The Business" International Luxury Media, including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of the Business.

"The Conditions" the provisions set out in this document.

"The Contract" the agreement between the Business and the Client to perform the Services as set out in the Booking and these Conditions.

"Force Majeure" circumstances beyond the control of the Business including, but not limited to, war, riot, terrorist act, government action, industrial dispute, lock out, fire, adverse weather, unavailability of suitable staff, the unavailability or cancellation by billed artiste(s) or any other third party unavailability or failure of equipment or unavailability of or restrictions on the venue or any other essential element of the Event.

"The Event" the occasion to be organised by the Business as set out in the Booking.

"The Guests" the invitees of the Client to take part in the Event.

"The Price" the fee due to the Business from the Client in payment for the Services.

"The Services" the work to be undertaken by the Business to organise the Event in accordance with the Booking.

2. THE PRICE

The price payable for the Services shall be as set out in the Booking (subject to adjustments made in accordance with paragraph 10 below) which shall be payable as follows:-

2.1 50% of the Price shall be payable as a non-refundable deposit on written acceptance of the Booking by the Client.

2.2 The balance of the price must be settled at least 90 days prior to the event.

2.3 If payment is not made within the time limits in clause 2.2 above, this will be a breach of the Contract whereby the Company reserve the right to reallocate the Booking and treat the Contract at an end with the forfeiture of tickets.

2.4 In the event of the Company treating the Contract as at an end under clause 2.3 above, the Company shall be entitled to retain all sums already paid by the Client. The balance of the Booking shall become immediately payable by the Client to the Company. This is without prejudice to the Company's right to claim damages from the Client in respect of any further loss suffered by the Company.

3. CANCELLATION BY THE CLIENT

3.1 The Event may be cancelled by the Client but cancellation will only be effective from the date that written notice of cancellation is received by the Business. A cancellation fee will be payable by the Client as set out below and has been calculated to represent a reasonable assessment by the Business of the loss it will suffer as a result of the cancellation:- More than 90 days: 50% Less than 90 days: 100%

4. CANCELLATION BY THE BUSINESS

4.1 The Business reserves the right to cancel the Event:-

4.1.1 If the further 50% of the Price has not been received by the Business within the stipulated time as per paragraph 2.2.

4.1.2 Force Majeure.

5. REDUCTION IN THE NUMBER OF GUESTS

The Client shall not be entitled to any reduction in the Price if the number of Guests who attend the Event is less than the number as stated in the Booking.

6. POSTPONEMENT AND CHANGES IN THE EVENT

Whilst every effort is made by the Business to carry out the Services in accordance with the Booking the Business retains the right to postpone or change the venue or nature of the Event if this is necessary due to Force Majeure. In such circumstances the Business will notify the Client as soon as reasonably practicable of such changes and suitable arrangements will be made.

7. THE BUSINESS'S AUTHORITY AT THE EVENT

7.1 The Client agrees on its own behalf and on behalf of each and every Guest:-

7.1.1 that the opinion of the Business is final in regard to matters of safety;

7.1.2 to comply with any request or order made by the Business in the interests of safety howsoever expressed;

7.1.3 to comply with any reasonable instruction given by the Business for any other reason.

7.2 The Business reserves the right to request any Guest to leave the Event if in the opinion of the Business the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each and every Guest. In such circumstances the Business will be under no liability to the Client or the Guest in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or the Guest and the Client agrees to indemnify the Business against any claim by any such Guest.

7.3 Before participating in the Event every Guest may be required at the discretion of the Business to sign a disclaimer, a copy of which is available on request.

8. LIABILITY OF THE CLIENT

8.1 The Client agrees that in the event of damage being caused to any facilities (including buildings and fixtures and fittings), vehicles or equipment of whatsoever nature supplied by the Business for the purpose of the Event the Client will be liable for the facilities and each and every vehicle or piece of equipment so damaged as follows:-

8.1.1 if the damage arises out of any act or omission of the Client or any Guest the Client shall be liable for the first £300.00 on each and every item

8.1.2 if the cause of the damage be deliberate the Client shall be liable for all the damage so caused or the full replacement value of each and every item whichever is less.

8.2 If travelling abroad, it is the responsibility of the client to ensure that all participants have appropriate insurance and that their passport and visas are all in order.

9. LIABILITY OF THE BUSINESS FOR DAMAGE

9.1 The Business agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Booking in organising the Event but shall not be liable to the Client for failure to provide the Services if such failure is due to Force Majeure.

9.2 The Business has no liability to the Client or any Guest (other than liability for death or personal injury of a Guest resulting directly from the Business's own negligence) for any loss or damage of any nature howsoever caused (including damage caused by one Guest to another) arising out of or in connection with attendance at the Event to the Client or Guests or the property of the Client or Guest unless otherwise covered by the public liability insurance carried by the Business at the date of the Event (any such claim by the Client or Guest being made on the terms and conditions of such insurance policy).

9.3 The liability of the Business is limited to so much of the Price that has been paid to the Business.

9.4 To the extent that the Business suffers any liability as a result of any act of the Client or any Guests, the Client will indemnify the Business.

9.5 The Business shall not in any circumstances be liable for indirect, economic or consequential loss.

9.6 Personal Accident Insurance covering the Event is not included in the Price.

10. ALTERATIONS IN THE PRICE

10.1 Additions requested by the Client and not included in the original Booking will be invoiced following the Event and payable not more than 14 days after the Event.

10.2 Any additions, which incur extra charges, must be agreed in writing prior to, or during the Event.