

Pennine Events Ltd We Guide. We Create. We Deliver. www.pennineevents.co.uk / info@pennineevents.co.uk 01772 447979

Registered No. 4624504



Pennine Events Standard 'Terms and Conditions'

The following terms and conditions apply to all products and services provided by Pennine Events Ltd. All work carried out by Pennine Events is on the understanding that the client has agreed to these terms and conditions.

1 Definitions

1.1 In these Conditions the following expressions shall have the following meanings:

'Pennine Events' means Pennine Events Ltd and also (where the context so permits) its assigns and any sub-contractors.

'Contract' means the contract for the supply of Services formed by Pennine Events acceptance (which, however made or communicated, shall be deemed made subject to these Conditions) of the Customer's order.

'Customer' means the person, firm or Company placing an order with Pennine Events. It also means the 'Client' and as such the terms Client and Customer may be interchangeable.

'Programmes' means the [programmes of work agreed between the parties and specified on [the acknowledgement of order of] the Pennine Events].

'Project' or 'Services' means the services the subject of the Customer's order and which are to be supplied to the Customer by Pennine Events under these Conditions.

'Proposal' means the document setting out Pennine Events understanding of the Client's requirements for the Contract or the offer of services that will be deemed to be accepted in full unless otherwise amended either by the Client or Pennine Events prior to commencement of the project.

- 1.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.2 Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

2 Formation of Contract

- 2.1 At the time of presenting a proposal Pennine Events will provide the client with a written estimate or quotation for services provided. The client shall indicate acceptance through an official order, a letter of appointment or an email. Alternatively, if a verbal acceptance is given then Pennine Events will issue an email confirming our understanding of the order. If no reply or correction is issued by the Client within 7 days then they are deemed to have accepted and placed the order. Any of these forms of acceptance binds the client to accept these terms and conditions. No work shall commence on any given project until the acceptance is received by Pennine Events.
- 2.2 All Services supplied by Pennine Events are supplied subject to these Conditions and these Conditions shall be the sole terms and conditions of any sale by Pennine Events to the Customer. The terms contained herein will prevail and terms and conditions on the Customer's order form or other similar document shall not be binding on Pennine Events and the placing of an order for the Services by the Customer shall indicate unqualified acceptance of these Conditions. All services provided by Pennine Events as indicated in the letter of agreement shall be carried out in a diligent and professional manner employing suitable skilled and experienced staff and in compliance with the deadlines set out in
- 2.3 No representative, agent or sales person has Pennine Events' authority to vary, amend or waive any of these Conditions on behalf of Pennine Events and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless accepted in writing by Pennine Events.



3 Order and Performance

- 3.1 All commitments with respect to timing and scope of a project given to the client by Pennine Events whether verbal or written are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points (for example, unforeseeable difficulty in obtain certain information or agreements). For this reason, all times, dates or periods given for performance of the Services are estimates only, unless agreed separately in an agreed written appendix. The time of performance of the Services or any aspect thereof shall not be of the essence of the contract. Pennine Events will use all reasonable endeavours to meet any such date but it shall not be binding on Pennine Events and Pennine Events shall not incur any liability whatsoever for any loss or damage resulting from delay howsoever caused.
- 3.2 Where the contract specifies that a named individual will provide our service Pennine Events agrees to take all reasonable steps to ensure that these persons will remain on these assignments for the full length of the contract.
- 3.3 Pennine Events agrees to obtain the client's agreement to any significant substitution of personnel that is necessitated by unforeseen circumstances, such as staff sickness.

4 Price

- 4.1 Pennine Events' charges for carrying out the Services and/or Programmes are as stated in the attached Client Agreement.
- 4.2 Pennine Events reserves the right to adjust the price of the Services, (notwithstanding that Pennine Events may have provided a fixed quotation for the total charges for completing the Services); to take account of any variation in Pennine Events' costs in carrying out the Services including, without limitation, increases in employment costs, alteration of duties, unforeseen complications and lack of or inaccuracy, in information provided by or on behalf of the Customer. This price adjustment will not be greater than 10% of the agreed budget.

5 Payment

- 5.1 The Customer shall pay for the Services within 14 days of the date of Pennine Events' invoice save that payment shall become due forthwith on the occurrence of any of the events referred to in condition 13.1.
- 5.2 In its obligations to pay the price of the Services, the Customer shall not be entitled to exercise any setoff lien or any other similar right or claim.
- 5.3 In the event of late payment Pennine Events may charge interest at a rate of two per cent per annum above the base lending rate from time to time of Barclays Bank plc. Such interest will accrue from the date upon which payment was due until payment in full. Such interest shall continue both before and after judgement.
- 5.4 Most contracts that extend across several months provide for stage payments. These are negotiated in advance as part of the normal discussions prior to agreement of the contract. Pennine Events shall have the right to suspend all work on behalf of the client should these payments not be made on time to the agreed schedule. Any adverse impact that this suspension has upon the completion schedule or the quality of the product for the client shall be at the client's sole responsibility.

Time of payment shall be of the essence of the contract.

6. Conditions and Warranties

Unless otherwise provided in these Conditions any conditions or warranties (whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever) as to the care and skill with which the Programme shall be performed are hereby expressly negated to the fullest extent permitted by law.



7. Defective Services

- 7.1 In substitution for all rights which the Customer would or might have but for these Conditions, Pennine Events undertakes that if the Programme or Services (or any aspect thereof) is performed in a defective or erroneous manner then it will, at its own discretion, either credit to the Customer the price paid by the Customer for the defective or erroneous services or re-perform (save as to the time of performance) the services concerned.
- 7.2 In order to exercise its rights under this condition 7.1 the Customer shall inform Pennine Events within seven days of the date when such defect or error appeared in the Programme setting out full details in writing of the defect or error concerned.
- 7.3 Nothing herein shall impose any liability upon Pennine Events, in respect of any defect in the Programme arising out of the acts, omissions, negligence or default of the Customer, its servants or agents including in particular (but without prejudice to the generality of the foregoing) any failure by the Customer to comply with any recommendations of Pennine Events and any errors, omissions or other defects in any drawing designs or specifications provided by or on behalf of the Customer or by a third party.
- 7.4 The Customer shall indemnify Pennine Events in respect of any costs, claims, demands or expenses incurred by the Pennine Events and or for which it may be liable to any third party including infringement of any third party rights, such as intellectual property rights due to or arising from the acts, omissions or defaults of the Customer.

8. Consequential Loss

Pennine Events shall not be liable for any costs, claims, damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

9. Limitation of Liability

- 9.1 In carrying out the Programme Pennine Events may use information provided to it by third parties. Pennine Events will use all reasonable endeavours to ensure the reliability of any third party sources but Pennine Events accepts no liability for the accuracy of this information which the third parties provide.
- 9.2 Subject to condition 9.1, all advice, information and goods supplied by Pennine Events under the Programme will be supplied in good faith but Pennine Events:
- a. gives no guarantee or warranty as to any advice or information it supplies; and
- b. accepts no liability or other responsibility:
- c. for any loss or expense (including loss of profit) which the Customer may sustain as a result of acting upon such advice or information; or 4 for any damages or other loss (including loss of profit) which may arise from carrying out the Programme, whether due to omission, default, negligence or otherwise; or 4 in respect of any claim by any third party relating to any action of the Customer in or arising from the Programme.
- 9.3 The aggregate liability of Pennine Events (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to the Customer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Services.
- 9.4 Neither party excludes loss arising from death or personal injury caused by negligence.

10 Alterations, Additional Services and Costs

10.1 If, at the request of the Customer, Pennine Events agrees to provide services not included within the Programme or Proposal, the Customer shall be liable to pay Pennine Events such additional charges as Pennine Events may reasonably



determine.

10.2 The Client agrees that Pennine Events holds no responsibility for any amendments made to any materials or services by any third party throughout the duration of the project.

11 Representations

No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Pennine Events' agents or employees shall be construed to enlarge, vary or override in any way any of these Conditions.

12 Cancellation

Save as provided elsewhere in these Conditions the Customer shall not be entitled to cancel the performance of the Programme without the agreement in writing of Pennine Events and upon the payment to Pennine Events of such amount as may be necessary to indemnify Pennine Events against any demonstrable loss incurred by it resulting from the said cancellation.

13 Termination

- 13.1 Either party may terminate Pennine Events' appointment and the parties respective obligations in respect of the Programme (save for these rights which accrued before such termination) by written notice of not less than thirty days, if the other party:
- a. defaults on its obligations under these Conditions and fails to remedy the default within the notice period; or
- b. becomes insolvent or has a receiver or manager of its assets appointed or goes into liquidation or makes a composition with its creditors.
- 13.2 If Pennine Events continues to supply any service to the Customer after the termination of the Pennine Events' appointment this shall not be construed as a waiver of the termination of or as a renewal of Pennine Events' appointment.

14 Intellectual Property

- 14.1 Pennine Events shall provide the Customer with reports at times and in the form agreed with the Customer and otherwise as Pennine Events shall, in its complete discretion, consider useful to the Customer.
- 14.2 All copyright and other intellectual property rights (IPR) in or relating to any documentation, works (whether literary or otherwise), information and know-how which are supplied by Pennine Events or are created or developed by Pennine Events (whether alone or jointly with the Customer or any other person) in the course of the provision of the Programme are the <u>absolute property of Pennine Events</u> free from any lien, charge, encumbrance and third party rights and the Customer hereby assigns all its intellectual property rights in and to such documentation, works, information and knowhow and agrees to execute such documents and do such acts as Pennine Events may reasonably require to vest the same in Pennine Events absolutely free from any lien, charge, encumbrance and third party rights.
- 14.3 Pennine Events shall grant to the Customer a non-exclusive, non transferable licence to use the intellectual property rights referred to in condition 14.2 to the extent that the Customer needs to use such intellectual property rights for its own internal purposes.
- 14.4 Background IPR disclosed by the Customer to Pennine Events shall remain the property of the Customer.
- 14.5 By supplying IPR, including text, images or other data, to Pennine Events for use in the project the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client or rightful copyright/trademark owner. By IPR to Pennine Events the Client grants Pennine Events permission to



use this material freely in the pursuit of the project.

14.6 Should Pennine Events on behalf of the Client supply materials including but not limited to documentation, text, imagery or other data for use within the context of the project believing it to be copyright and royalty free, which subsequently emerges to have copyright or royalty usage limitations the Client will agree to allow Pennine Events to remove or replace the materials. The client agrees to fully indemnify and hold Pennine Events free from harm in any and all claims resulting from the client not having obtained all the copyright or other necessary permissions.

15 Confidentiality

- 15.1 Except as expressly agreed (including where necessary the agreed provision of information to any third party subsidising or otherwise supplying funds for carrying out the Programme), all communications between Pennine Events and the Customer which are marked 'In Confidence' or otherwise understood by the parties to be made in confidence shall be kept confidential by the receiving party unless and until they come legitimately into the public domain and in particular the Company concerning business transactions and financial arrangements of the Customer.
- 15.2 Pennine Events agrees to hold all information provided by the Client confidential where the Client specifies, save where such information is known to Pennine Events already, or exists in the public domain, until, either the information enters the public domain, or Pennine Events is given the same information by a third party, or is released from its confidentiality requirement by the client, or the Client is found to be in breach of contract with Pennine Events or three years have elapsed whichever is the sooner.
- 15.3 The Client agrees to hold all information about Pennine Events' proposal(s), fee structures, fees and personnel.

16 Time Basis for Contracts

- 16.1 Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity.
- 16.2 The unit of activity is normally the Day, except where otherwise agreed in advance.
- 16.3 Activity logs will be provided to clients upon request.

17 Expenses

- 17.1 Pennine Events contracts with Clients stipulate whether they are 'fixed price' (ie. all expenses will be included within the pre-negotiated fee and not charged supplementary to the client) or 'fee plus expenses'
 - in which case expenses are levied in addition to our agreed fee. This section provides clarification of the Pennine Events standard policy on what expenses will be claimed and how.
- 17.2 In the case of 'fee plus expenses' contracts, Pennine Events is hereby authorised to incur, without prior notice to the client, 'reasonable' travel expenses in performing the client's instructions. The client agrees to re-imburse these in addition to the contract fee.
- 17.3 Expenses incurred in foreign currency will be billed at the actual exchange rate obtained (gross rate including any commissions etc) except where this rate is not immediately available, such as for some credit card charges, when either the last rate obtained or an estimated rate will be used at the discretion of Pennine Events.
- 17.4 'Reasonable' travel expenses may vary to reflect the different standards applied to business travel in various parts of the world.
- 17.5 Allowable expenses (which, for illustrative purposes, may include accommodation within a hotel suitable for business purposes, all meals whilst acting on a client's behalf, travel in a manner appropriate to the nature of the project, entertainment costs for third-party contacts made on the client's behalf) are charged to the client at the gross invoice value. VAT (and any other relevant tax) will be added to the invoice amount in line with current government legislation at the rate ruling at the time of invoice.
- 17.6 Any additional charge for incidental expenses such as telephone, fax, copies of client commissioned reports and



presentation materials would normally be waived, except where such costs represent a significant proportion of the project value; such basis to be agreed by the client in advance.

18 Recruitment of Personnel

18.1 Each party of undertakes not to attempt to solicit or procure the services of staff employed by the other party who are involved in the performance of this contract during the course of this contract and for a period of six months thereafter without the written permission of the other party.

19 Illegal Activities

- 19.1 Pennine Events will not carry out any illegal activity on behalf of the client. Any requirement in this respect shall nullify this contract in respect of performance and Pennine Events will be entitled to recover in full its fee and expenses.
- 19.2 The client agrees not to make any illegal use of any information provided by Pennine Events.
- 19.3 Neither party shall be liable to the other for any indirect, special or consequential damages.

20 Force Majeure

20.1 No party hereto shall incur any liability to the other in the event that it is delayed in the performance of its obligations under these Conditions solely by force Majeure where 'force Majeure' shall mean any cause of delay beyond the reasonable control of the party liable to perform unless conclusive evidence to the contrary is provided and shall include but not by way of limitation strikes lockouts riots sabotage act of war or piracy destruction of essential equipment by fire explosion storm flood earthquake or delay caused by failure of power supplies or transport facilities.

21 General

- 21.1 Notice given under these Conditions shall be sufficiently given if left at or sent by registered post addressed to the registered office for the time being of the party to be served and any such notice sent by post in accordance with this condition shall be deemed to have been received in the case of hand delivery forthwith upon delivery and in the case of posting 48 hours after the same was placed in the post and proving service it shall only be necessary to show that the registered post receipt shows that the envelope containing the same was placed in the post properly addressed and postage sufficiently prepaid.
- 21.2 Waiver by either party of any of the requirements hereof or of any of its rights hereunder shall release the other from full performance of its remaining obligations stated herein.
- 21.3 Nothing herein shall be deemed to constitute, evidence or compromise a partnership between the parties hereto nor to constitute either party the agent of the other.



- 21.4 Should any provision of these Conditions be void or voidable the existence or avoidance thereof shall not prejudice the enforceability of the remaining provisions hereof.
- 21.5 All other sums referred to herein as payable are exclusive of VAT unless otherwise stated. Where applicable, VAT shall be payable by the payer to the payee only upon receipt of a valid VAT invoice therefore.
- 21.6 Neither party may assign its rights hereunder in whole or any part thereof to any person, firm or Company without prior written authority of the other party.
- 21.7 The Customer and Pennine Events' agreement in relation to the Programme, incorporating these Conditions, shall be governed by and construed in accordance with English law and the parties hereto agree for the benefit of Pennine Events to submit to the non-exclusive jurisdiction of the English Courts.

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