

## Payment terms:

- 1) 50% Payment required to confirm booking
  - 2) 25% Payment due 28 days prior to booking
  - 3) 25% Balance & any additions due no later than 14 days prior to booking
- All payments are non-refundable.

## Client cancellation charges:

- Over 56 days notice – 25% of project total to be chargeable  
 29 to 56 days notice – 50% of project total to be chargeable  
 14 to 28 days notice – 75% of project total to be chargeable  
 1 to 13 days notice – 100% of project total to be chargeable

Solely in the event of a HM Government mandated cessation of all gatherings and events, the full project total will remain chargeable with an amount held on account for future use within the following 12 months. At the point of announcement, we will undertake an assessment of all costs incurred by LFPS including any staff time spent on the project and any non-recoverable costs accrued in delivering the work. This amount will be deducted from the balance held on account.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement. Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services. Client's Manager: the Client's manager for the Project appointed in accordance with clause 5.1. Deliverables: all Documents, products and materials developed by the Supplier or its Clients, subcontractors, consultants and employees in relation to the Quote in any form, including computer programs, data, reports and specifications (including drafts). Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form. Delivery Date: the date on which the parties agree in writing that the Supplier's Equipment shall be delivered to the Delivery Location. Delivery Location: the location or site at which the Supplier's Equipment is agreed to be delivered from time to time. In-put Material: all Documents, drawings, specifications, information and materials provided by the Client relating to the Services, including computer programs, data, reports and specifications. Hire means the purpose for which the Supplier's Equipment has been hired by the Client. Hire Period means the period of hire agreed between the parties from time to time. Intellectual Property Rights: all patents, rights to inventions utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications. Project: The project as described in the Quote. Project Milestones: a date by which a part of the Project is estimated to be completed, as set out in the Quote. Quote: the detailed plan describing the Project and setting out the estimated timetable and responsibilities for the provision of the Services agreed in accordance with clause 3. Services: the services to be provided by the Supplier under this agreement as set out in the Quote together with any other services which the Supplier provides or agrees to provide to the Client. Supplier: means Light Fantastic Production Services Ltd, a company incorporated in England and Wales with company number of 06058894 and registered address of 6 Elstree Way, Borehamwood, Hertfordshire, WD6 1RN. Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client. Supplier's Manager: the Supplier's manager for the Project. VAT: value added tax chargeable under English law for the time being and any similar additional tax. Supplier's Premises: means the Supplier's offices at 6 Elstree Way, Borehamwood WD6 1RN or such other place notified to the Client by the Supplier from time to time.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes or e-mail but not SMS messages.

1.7 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words without limitation following them. Where the context permits the words or other otherwise are illustrative and shall not limit the sense of the words preceding them.

1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.9 References to clauses and schedules are to the clauses and schedules of this agreement.

### 2. COMMENCEMENT AND DURATION

2.1 The Supplier shall provide the Services to the Client on the terms and conditions of this agreement.

2.2 The Supplier shall provide the Services to the Client from the date specified in the Quote.

2.3 The Services supplied under this agreement shall continue to be supplied until the Project is completed in accordance with the Quote unless this agreement is terminated in accordance with clause 16.

### 3. QUOTE

3.1 The Quote shall be agreed in the following manner:

(a) the Client shall provide the Supplier with a request for a Quote, setting out its requirements and specifications depending:

(b) the Supplier shall, as soon as reasonably practical, provide the Client with a draft Quote, and

(c) the Supplier and the Client shall discuss and agree the draft Quote and when it has been agreed it shall become a part of and subject to this agreement, the requirements and specifications of the Services or the Supplier's Equipment.

3.2 Where the Supplier is providing Services, the Quote shall specify the requirements and specifications which the Client is requesting from the Supplier, including a description of what work is to be done, dates by which it is to be completed, Deliverables, In-put Materials and such other information as the supplier may request to allow the Supplier to prepare a draft Quote.

3.3 In relation to the provision of Supplier's Equipment the Quote shall specify the requirements and specifications which the Client is requesting from the Supplier including the Hire Period, the type and number of Supplier's Equipment required and the Delivery Location.

3.4 Once the Quote has been agreed in accordance with clause 3.1(c), a binding contract between the Supplier and the Client will come into existence and no amendment shall be made to the Quote except in accordance with clause 9 and clause 16.

### 4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services, to the Client, in accordance with the Quote in all material respects.

4.2 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Delivery Location and that have been communicated to it under clause 5.1(e), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

### 5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

(a) co-operate with the Supplier in all matters relating to the Services;

(b) provide, for the Supplier, its Clients, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office and other accommodation, data and other facilities as required by the Supplier;

(c) provide, in a timely manner, such In-put Material and other information as the Supplier may require, and ensure that it is accurate in all material respects;

(d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Client's obligations and actions under this clause 5.1(d);

(e) inform the Supplier of all health and safety rules and regulations including those of any third party venue and any other reasonable security requirements that apply at any of the Client's premises, the Delivery Location or any premises where the parties agree in writing that the Services are to be provided;

(f) ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

(g) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment the use of In-put Material and the use of the Client's Equipment in relation to the Supplier's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, event, staff and equipment, in all cases before the date on which the Services are to start;

(h) keep, maintain and insure the Supplier's Equipment and shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorization; and

(i) to use and maintain the Supplier's Equipment in accordance with all and any guidance and/or instructions from the Supplier from time to time.

5.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its Clients, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

5.3 The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Client in writing.

5.4 The Client shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of 12 months after the completion of the Project solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the supplier in the provision of the Services.

5.5 Any consent given by the Supplier in accordance with clause 5.4 shall be subject to the Client paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

5.6 The Client shall be liable for making payment of all charges, costs, fees or expenses due under this agreement. If arrangements are made for a third party to make payment of any fees, charges, costs and/or expenses due under this agreement, the Client shall remain fully liable to pay all such fees, charges, costs and/or expenses to the extent that the third party does not pay them when due.

### 6. DELIVERY

6.1 The Supplier shall deliver the Supplier's Equipment to the Delivery Location on the Delivery Date.

6.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Supplier's Equipment may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Client.

6.3 Delivery is complete on completion of the loading of the Supplier's Equipment at the Delivery Location.

6.4 The Supplier may deliver the Supplier's Equipment in instalments in which case it shall inform the Client in writing and the estimated date on which delivery of the instalment shall be made if different from the Delivery Date.

6.5 Delays in the delivery of any Supplier's Equipment shall not entitle the Client to:

(a) refuse to take delivery of the Supplier's Equipment;

(b) claim damages; or

(c) terminate this agreement.

6.6 The Supplier shall have no liability for any failure or delay in delivering the Supplier's Equipment to the extent that any failure or delay is caused by the Client's failure to comply with the obligations under this agreement.

6.7 If the Client fails to take delivery of the Supplier's Equipment or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Supplier's Equipment to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Client to store or arrange for the storage of the Supplier's Equipment and then notwithstanding the provisions of sub-Clause 7.1 risk in the Supplier's Equipment shall pass to the Client, delivery shall be deemed to have taken place and the Client shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

6.8 Should the Client wish to change the Delivery Location it may only do so before the Supplier's Equipment have been delivered and must inform the Supplier in writing of any proposed new delivery location without undue delay. The Supplier may, in its sole and absolute discretion, refuse to deliver to any Delivery Location at any time and for any reason whatsoever.

6.9 Where the Supplier is providing Services to the Client, the Supplier shall deliver and install the Supplier Equipment to the Delivery Location on the date agreed by the parties in writing.

## 7. RETURN OF THE SUPPLIER'S EQUIPMENT

7.1 At the expiry of the Hire Period, the Client shall be responsible to return the Supplier's Equipment to the Supplier's Premises by the time agreed by the parties in writing from time to time.

7.2 In the event that the Client fails to return to the Supplier's Equipment to the Supplier at the agreed time in accordance with clause 7.1, the Supplier may, in its sole and absolute discretion, require the Client to pay an additional charge for the late return of the Supplier's Equipment of a charge equivalent to the period of delay during which the Client failed to return the Supplier's Equipment.

## 8. RISK AND RETENTION OF TITLE

8.1 Risk of damage to or loss of the Supplier's Equipment shall pass to the Client at:

(a) in the case of Supplier's Equipment to be redelivered to the Supplier's Premises, the time when the Supplier's Equipment have been returned to the Supplier in accordance with clause 7 above;

(b) in the case of Supplier's Equipment to be delivered to the Delivery Location, at the time of delivery or, if the Client wrongfully fails to take delivery of the Supplier's Equipment, the time when the Supplier has tendered delivery of the Supplier's Equipment; or

(c) in the case of Supplier's Equipment being installed by the Supplier, the time that the Supplier notifies the Client that the installation is complete.

8.2 Notwithstanding delivery and the passing of risk in the Supplier's Equipment, or any other provision of these Terms and Conditions, legal and beneficial title to the Supplier's Equipment shall not pass to the Client until the Supplier has received in cash or cleared funds payment in full of the price of the Supplier's Equipment.

8.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Supplier's Equipment has passed to the Client, the Client shall be in possession of the Supplier's Equipment as bailee for the Supplier and the Client shall store the Supplier's Equipment separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Supplier's Equipment against all reasonable risks.

8.4 The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Supplier's Equipment which remain the property of the Supplier, but if the Client does so all money owing by the Client to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

8.5 The Supplier reserves the right to repossess any Supplier's Equipment in which the Supplier retains title without notice. The Client irrevocably authorises the Supplier to enter the Delivery Location or obtain the relevant consent or licences for the Supplier to enter the Delivery Location without undue delay during normal business hours for the purpose of repossessing the Supplier's Equipment in which the Supplier retains title and inspecting the Supplier's Equipment to ensure compliance with the storage and identification requirements of sub-Clause 8.4.

8.6 The Client's right to possession of the Supplier's Equipment in which the Supplier maintains legal and beneficial title shall terminate if:

(a) the Client commits or permits any material breach of his obligations under these Terms and Conditions;

(b) the Client enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

(c) the Client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

(d) the Client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Client, notice of intention to appoint an administrator is given by the Client or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Client or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

## 9. CHANGE CONTROL

9.1 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of the likely time required to implement the change, any necessary variations to the Supplier's charges arising from the change, the likely effect of the change on the Quote; and any other impact of the change on this agreement.

9.2 If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the services, the relevant Quote, and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with clause 9.3.

9.3 Notwithstanding clause 9.2, the Supplier may, from time to time and without notice, change the services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the services. The Supplier may, from time to time, and subject to Client's prior written consent, which shall not be unreasonably withheld or delayed change the Services, provided that such changes do not materially affect the nature or quality of the Services.

## 10. BREAKDOWN

10.1 In the event that the Supplier's Equipment suffer a Breakdown, the Client must immediately stop use of the Supplier's Equipment and disconnect the Supplier's Equipment from the power source (where appropriate) and the Client must immediately inform the Supplier in writing.

10.2 The Client must not undertake or permit any repair work on the Supplier's Equipment without the express written permission of the Supplier.

10.3 Where the Breakdown is caused by the negligence of the Client or the Client's misuse of the Supplier's Equipment, the cost of repair or replacement of the Supplier's Equipment shall be borne by the Client. For the avoidance of any doubt, the charges agreed by the parties overleaf shall continue to be payable by the Client during any period of stoppage pursuant to this clause 10.3.

10.4 The Client shall not be entitled to a refund or any other compensation for any Breakdown or fault Supplier's Equipment which were not notified to the Supplier in writing during the Hire Period.

10.5 If the Client causes any damage or Breakdown to the Supplier's Equipment, the Supplier will be liable to make payment for any loss incurred by the Supplier equivalent to the charges as set out overleaf and any consequential losses whilst the Supplier's Equipment are unusable and undergoing repair.

## 11. CHARGES AND PAYMENT

11.1 In consideration of the provision of the Services by the Supplier, the Client shall pay the charges as set out overleaf which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 11.2 shall apply if the Supplier provides Services on a time and materials basis and clause 11.3 shall apply if the supplier provides Services for a fixed price. The remainder of this clause 11 shall apply in either case.

11.2 Where Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of a twelve-hour day, worked between 8.00 am and 8.00 pm on weekdays (excluding public holidays);

(c) the Supplier shall be entitled to charge an overtime rate for any additional time worked by individuals whom it engages on the Project outside the hours referred to in clause 11.2(b) the overtime rate shall be charged at the Supplier's daily rate rounded up to the nearest half day;

(d) all charges quoted to the Client shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;

(e) the Supplier shall ensure that every individual whom it engages on the Services

keeps a written record of the time spent on the Project, to calculate the charges covered by each monthly invoice referred to in clauses 11.2(a), (b) and (c); and

(f) the Supplier shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 11.2 and clause 11.

11.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Quote. The Client shall pay the total price to the Supplier (without deduction or set-off) as set out in the Quote.

11.4 Any fixed price and daily rate contained in the Quote excludes (unless explicitly itemised) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Such expenses, materials and third-party services shall be invoiced by the Supplier.

11.5 The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 28 days of receipt to a bank account nominated in writing by the Supplier.

11.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date, the Supplier may:

(a) charge interest on such sums from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest immediately on demand; and

(b) suspend all Services until payment has been made in full.

11.7 Time for payment shall be of the essence in this agreement.

11.8 All sums payable to the Supplier under this agreement shall become due immediately on its termination, despite any other provision. This clause 11.8 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

11.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 12.2, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If this agreement is terminated, this licence will automatically terminate.

12.2 The Client acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.

## 13. CONFIDENTIALITY AND THE SUPPLIER'S PROPERTY

13.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Supplier, its employees, Clients, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain.

13.2 The Client may disclose such information:

(a) to its employees, officers, representatives, advisers, Clients or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this agreement; and

(b) as may be required by law, court order or any governmental or regulatory authority.

13.3 The Client shall ensure that its employees, officers, representatives, advisers, Clients or subcontractors to whom it discloses such information comply with this clause 13.

13.4 The Client shall not use any such information for any purpose other than to perform its obligations under this agreement.

13.5 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client (including Pre-existing Materials and the Supplier's Equipment) shall, at all times, be and remain the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier,

and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

#### 14. LIMITATION OF LIABILITY – THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

14.1 This clause 14 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, Clients, consultants and subcontractors) to the Client in respect of:

(a) any breach of this agreement including deliberate personal repudiatory breach OR any deliberate breach of this agreement by the Supplier, or its employees, Clients or subcontractors;

(b) any use made by the Client of the Services, the Deliverables or any part of them; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

14.3 Nothing in this agreement limits or excludes the liability of the Supplier:

(a) for death or personal injury resulting from negligence; or

(b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Supplier.

14.4 Subject to clause 14.2 and clause 14.3:

(a) the Supplier shall not be liable for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and/or similar losses; or (iv) loss of use; and

(b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services.

#### 15. DATA PROTECTION

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

#### 16. CANCELLATION

16.1 Unless agreed otherwise by the Supplier in writing, if, following the confirmation of a Quote in accordance with clauses 3.1 and 3.4, the Client informs the Supplier that it wishes, for any reason, to cancel the Services, before the completion of the Project, the Supplier shall invoice the Client for the full cost of all sums due under this agreement along with any applicable VAT (whether or not the Services under this agreement have been provided or performed in full or in part) and clause 17.4 shall apply.

16.2 The Client shall be liable to make full payment of the Supplier's invoice under this clause 16 and in accordance with clause 5.6 and in cleared funds, within seven (7) days of receipt, to a bank account nominated in writing by the Supplier.

#### 17. TERMINATION

17.1 Subject to clauses 17.4 and 17.5, this agreement shall terminate automatically on completion of the Project in accordance with the Quote.

17.2 Without prejudice to any other rights or remedies which the parties may have (including the Supplier's rights under clause 16 and clause 18 respectively), either party may terminate this agreement without liability to the other immediately on giving notice to the other, if:

(a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or

(b) the other party commits a material breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach except where, in the event of a breach by the Supplier, the breach is as a result of a Force Majeure Event (as defined in clause 18); or

(c) the other party repeatedly breaches any of the terms of this agreement 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 agreement except where, in the event of a breach by the Supplier, the breach is as a result of a Force Majeure Event (as defined in clause 18); or

(d) the other party suspends, or threatens to suspend, payment of its debts, is

unable to pay its debts as they fall due, admits inability to pay its debts or being a company is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply, or

(e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or

(g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or

(h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or

(i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(d) to clause 12.2(j) (inclusive); or

(l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

(m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

17.3 The parties acknowledge and agree that any breach of clauses 4.5, 7.8, & 9 shall constitute a material breach for the purposes of this clause 17.

17.4 On termination of this agreement for any reason:

(a) the Client shall immediately pay to the Supplier of all the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the Client shall, return all of the Supplier's Equipment, Pre-existing materials and Deliverables. If the Client fails to do so, then the Supplier may enter the Delivery Location and take possession of them. The Client shall, without undue delay, take all steps necessary to obtain any licenses or consents for the Supplier to enter the Delivery Location and remove the Supplier's Equipment. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping and any resulting costs or charges; and

(c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

17.5 On termination of this agreement (however arising) the following clauses shall survive and continue in full force and effect: clauses 8, 9, 10, 12, and 23.

#### 18. FORCE MAJEURE

18.1 The Supplier shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:

(a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

(b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

(c) terrorist attack, civil war, civil commotion or riots;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) voluntary or mandatory compliance with any law including a failure to grant any license or consent needed or any change in the law or interpretation of the law;

(f) fire, explosion or accidental damage;

(g) loss at sea;

(h) adverse weather conditions;

(i) collapse of building structures, failure of or damage to plant machinery, machinery, equipment, computers or vehicles;

(j) any labour dispute, including but not limited to strikes, industrial action or lockouts;

(k) non-performance, failure to supply or delay by any of the Supplier's suppliers or subcontractors;

(l) any interruption or failure of utility service, including but not limited to electric power, gas or water; internet and/or

(m) epidemics, pandemics, viruses, diseases, illnesses including, without limitation, where the Supplier is prevented or delayed from performing any of its obligations under this Agreement as a result of any decision, advice or recommendation by a government, legal body or authority (whether geographical or otherwise) in respect of any epidemic, pandemic, viruses, diseases and/or illnesses.

18.2 If the Supplier is subject to a Force Majeure Event, then time for performance of its obligations under this agreement may be extended for such time as the Supplier deems necessary provided that it notifies the Client within a reasonable period of time, in respect of the Force Majeure Event and when it estimates that it can perform its obligations. In the event that the Force Majeure Event continues, and the extension of time is not deemed appropriate by the Supplier, then clause 18.1 applies.

#### 19. VARIATION

Subject to clause 3 and clause 9, no variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

#### 20. WAIVER

19.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

20.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

20.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

20.4 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

#### 21. SEVERANCE

21.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

21.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 22. ENTIRE AGREEMENT

22.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

22.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.

22.3 Nothing in this clause shall limit or exclude any liability for fraud.

#### 23. ASSIGNMENT

23.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

23.2 The Supplier may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

23.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

#### 24. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as Client for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### 25. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it.

#### 26. NOTICES

26.1 A notice given to a party under agreement:

(a) shall be in writing in English (or accompanied by a properly prepared translation into English);

(b) shall be signed by or on behalf of the party giving it;

(c) shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and

(d) shall be: (i) delivered personally; or (ii) sent by commercial courier; or (iii) sent by fax; or (iv) sent by pre-paid first-class post or recorded delivery; or (v) sent by airmail requiring signature on delivery.

26.2 The addresses for service of a notice (or other communication) are set out in the Quote.

26.3 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

(a) if delivered personally, at the time of delivery; or

(b) if delivered by a commercial courier, at the time of signature of the courier's receipt; or

(c) if sent by fax, at the time of transmission; or

(d) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting; or

(e) if sent by airmail, five days from the date of posting.

26.4 For the purposes of this clause:

(a) all times are to be read as local time in the place of deemed receipt; and

(b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

26.5 The provisions of this clause 26 shall not apply to the service of any process in any legal action or proceedings.

#### 27. PROCESSING OF PERSONAL DATA

##### DEFINITIONS

27.1 In this clause 27:

(a) Controller, Data Subject, Personal Data, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly) and international organisation and Personal Data Breach shall have the respective meanings given to them in the GDPR; (b) Data Protection Laws means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including: (i) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR; (ii) any laws which implement any such laws; (iii) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (iv) all guidance, guidelines, codes of practice and codes of

conduct issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding); (c) GDPR means the General Data Protection Regulation (EU) 2016/679; (d) Protected Data means Personal Data received from or on behalf of the Client, or otherwise obtained in connection with the performance of the Supplier's obligations under this Agreement; (e) Sub-Processor means any Client, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data; and (f) supervisory authority means any regulator, authority or body responsible for administering Data Protection Laws.

27.2 Unless otherwise expressly stated in this Agreement the Supplier's obligations and the Client's rights and remedies under this clause 27 are cumulative with, and additional to, any other provisions of this Agreement.

##### COMPLIANCE WITH DATA PROTECTION LAWS

27.3 The parties agree that the Client is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Agreement. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier's Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Clients' services under this agreement and shall not by any act or omission cause the Clients (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Agreement relieves the Clients of any responsibilities or liabilities under Data Protection Laws.

27.4 The Clients shall indemnify and keep indemnified the Supplier against:

(a) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by either Client of its obligations under this clause 27; and

(b) all amounts paid or payable by the Client to a third party which would not have been paid or payable if the Supplier's breach of this clause 27 had not occurred.

##### Instructions

27.5 The Clients shall only process and control (and shall ensure Supplier Personnel only process) the Protected Data in accordance with what the Clients is provided with from time to time, this Agreement and the Supplier's written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform the Supplier of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Clients shall immediately inform the Supplier if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

##### SECURITY

27.6 The Clients shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, organisation or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Part B of the Schedule and shall reflect the nature of the Protected Data.

##### SUB-PROCESSING AND PERSONNEL

27.7 The Clients shall:

(a) not permit any processing of Protected Data by any Client, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by the Clients and only then subject to such conditions as the Clients may require;

(b) ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the services;

(c) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this clause 27 in respect of Protected Data that is enforceable by the Clients and ensure each such Sub-Processor complies with all such obligations;

(d) remain fully liable to the Supplier under this Agreement for all the acts and omissions of each Sub-Processor and each of the Clients' Personnel as if they were its own; and

(e) ensure that all persons authorised by the Clients or any Sub-Processor to process Protected Data are reliable and (i) adequately be trained on compliance with this clause 27 as applicable to the processing; (ii) strictly protect the personal data and Protected Data of any children(s) of the Client and also the personal data and Protected Data of any Clients; (iii) informed of the confidential nature of the Protected Data and that they must not disclose Protected Data; (iv) subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and (v) provide relevant details and a copy of each agreement with a Sub-Processor to the Clients on request.

##### ASSISTANCE

27.8 The Clients shall (at its own cost and expense):

(a) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as the Supplier may require in relation to the fulfilment of the Supplier's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws); and

(b) provide such information, co-operation and other assistance to the Supplier as the Supplier requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with the Supplier's obligations under Data Protection Laws, including with respect to: (i) security of processing; (ii) data protection impact assessments (as such term is defined in Data Protection Laws); (iii) prior consultation with a supervisory authority regarding high risk processing; and (iv) any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including (subject in each case to the Client's prior written authorisation) regarding any notification of the Personal Data Breach to supervisory authorities and/or communication to any affected Data Subjects.

27.9 The Clients shall (at no cost to the Supplier) record and refer all requests and communications received from Data Subjects or any supervisory authority to the Supplier which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without the Supplier's express written approval and strictly in accordance with the Supplier's instructions unless and to the extent required by law.

##### RECORDS AND AUDIT

27.10 The Clients shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of the Supplier. Such records shall include all information necessary to demonstrate its and the Client's compliance with this clause 27, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as the Supplier may reasonably require from time to time. The Clients shall make copies of such records available to the Supplier promptly (and in any event within 5 days) on request from time to time.

27.11 The Clients shall provide (or procure) access to the Supplier of all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than five Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

##### BREACH

27.12 The Clients shall promptly (and in any event within 24 hours):

(a) notify the Supplier if it (or any of its Sub-Processors or the Clients' Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data; and

(b) provide all information as the Supplier requires to report the circumstances referred to in clause 27.12(a) to a supervisory authority and to notify affected Data Subjects under Data Protection Laws.

##### DELETION/RETURN

27.13 The Clients shall (and shall ensure that each of the Sub-Processors and Clients Personnel shall) immediately (and in any event within 3 days), at the Supplier's written request, either securely delete or securely return all the Protected Data to the Supplier in such form as the Supplier reasonably requests after the earlier of:

(a) the end of the provision of the relevant services related to processing of such Protected Data; or

(b) once processing by the Client of any Protected Data is no longer required for the purpose of the Clients' performance of its relevant obligations under this Agreement, and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform the Clients of any such requirement).

27.14 This clause 27 shall survive termination or expiry of this Agreement for any reason.

##### 28. GOVERNING LAW AND JURISDICTION

28.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

28.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).