

Terms & Conditions of Business - AddingValue Events Limited

1 DEFINITIONS AND INTERPRETATION

In these Conditions, unless the context otherwise requires:

“Agreement”

means any agreement relating to an Event: comprising the Booking Confirmation, these Conditions, the Budget and the Itinerary/Programme Overview;

“Booking Confirmation”

means the document prepared by AddingValue and signed by both parties which specifies the particulars of the Event;

“Budget”

means the Budget agreed between the parties which specifies the Fees (as amended from time to time by agreement between the parties);

“Business Day”

means any day other than a Saturday, Sunday or public holiday in England;

“Cancellation Fees”

means the cancellation fees specified in the Booking Confirmation or otherwise notified to the client in writing;

“Client”

means the person or persons identified as the client in the Booking Confirmation;

“Conditions”

means these written conditions;

“Confidential Information”

means as defined in Clause 14.1;

“Delegates”

means the delegates participating in the Event as notified by the Client to AddingValue pursuant to Clause 6.2;

“Deliverables”

means any product, prototype, document, drawing or other deliverable item that AddingValue has agreed to supply to Client as part of the Event;

“Effective Date”

means either the date of signature by Client of the Booking Confirmation or the date of acceptance by Client of the Agreement under Clause 2.1;

“Event”

means the event to be organised by AddingValue (including the delivery of any Deliverables) pursuant to Clause 2, as more fully described in the Booking Confirmation, Budget and the Itinerary/Programme Overview;

“Fees”

means AddingValue’s fixed Fee for organising the Event as described in Clause 7 and set out in the Budget;

“Force Majeure Event”

means as defined in Clause 24;

“Highly Confidential Information”

means Confidential Information relating to AddingValue’s pricing structures, charge out rates, the Budget and the amount of the Fee;

“Intellectual Property Rights”

means the following rights, wherever in the world enforceable:-

- (i) any patents or patent applications;
- (ii) any trade marks (whether or not registered) including any applications for registration of the same;
- (iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration;
- (iv) copyright or design rights (whether registered or unregistered) in respect of drawings, designs, articles, specifications, drawings, mathematical algorithms, research materials, circuit boards, technical documentation or other documents and including rights in any database, any software (including rights in any source codes relating thereto), firmware or hardware;
- (v) database rights and rights in data;
- (vi) any goodwill in any trade or service name, trading style or get-up; and
- (vii) any and all other intellectual or industrial property rights;

“Itinerary/Programme Overview”

means the document providing a detailed description of the Event including but not limited to transport, accommodation, meals and activities;

“Relevant IP”

means copyright, design rights and database rights as described in paragraphs (iv) and (v) in the definition of Intellectual Property Rights;

“AddingValue ”

means AddingValue Events Limited whose principal place of work is: The Hub, 57 Holly Road, Twickenham, Middlesex TW1 4HW (Company no. 5743232);

“Works”

means all Deliverables, documents, data, drawings, specifications, articles, notes, sketches, reports, inventions, improvements, modifications, discoveries, tools, scripts and other items created, produced or developed by, or on behalf of, AddingValue solely for

the purpose of organising the Event for Client but excluding any material which was already created or owned by, or on behalf of, AddingValue prior to the Effective Date.

1.1 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of these Conditions.

1.2 References in these Conditions to:

1.2.1 Clauses are to the clauses of these Conditions;

1.2.2 the parties include references to their respective successors in title, permitted assigns and novatees;

1.2.3 any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder;

1.2.4 "person(s)" shall include any individual, firm, company, association, corporation or other organisation or entity; and

1.2.5 "including" means "including without limitation".

1.3 Where the context so admits or requires words in these Conditions denoting the singular include the plural and vice versa and words denoting any gender include all genders.

2 AGREEMENT

2.1 These Conditions together with the Budget, the Itinerary/Programme Overview and the Booking Confirmation constitute a valid agreement between the parties ("**Agreement**") which may be formed either by the parties signing the Booking Confirmation or by Client indicating its acceptance of these Conditions and agreement to the Budget, the Itinerary/Programme Overview and any additional terms and conditions set out in the Booking Confirmation in writing or by its conduct. In the event of any conflict between these Conditions on the one hand and one or more of the Budget, the Itinerary/Programme Overview or the Booking Confirmation on the other, the

provisions of these Conditions shall prevail, unless expressly stated to the contrary.

3 EVENT

3.1 Subject to the provisions of these Conditions, AddingValue shall organise the Event in accordance with the Booking Confirmation and the Itinerary/Programme Overview including, where applicable, all appropriate hotel and ground services, programme creation, management and implementation, airline ticketing as appropriate with ticket wallet, general information leaflet, luggage labels, tax and itinerary.

3.2 Any bookings made by AddingValue on behalf of Client in relation to the Event (including travel, accommodation, entertainment and food and drink) are subject to the standard terms and conditions of AddingValue's third party suppliers.

3.3 AddingValue shall apply such time, attention, resources, personnel and skill as may be necessary or appropriate for the performance of its obligations hereunder.

4 DELIVERABLES

4.1 AddingValue shall use all reasonable endeavours to deliver Deliverables by any agreed date(s) but time of delivery shall not be of the essence.

4.2 AddingValue shall despatch the Deliverables, by such method(s) as AddingValue may deem suitable, to Client's principal place of business as specified in the Booking Confirmation or such other address as may be notified to AddingValue by Client in writing from time to time. The cost of despatching the Deliverables is not included within the Fee and will be charged to Client separately.

4.3 Risk in the Deliverables shall pass to Client at the time the Deliverables are despatched to Client pursuant to Clause 4.2.

5 PERSONNEL

5.1 AddingValue shall provide the personnel specified in the Booking Confirmation ("**On-Site Event Staff**") to co-ordinate and

supervise all arrangements and assist Client where necessary in respect of the Event.

5.2 AddingValue shall be solely responsible for the selection and allocation of the On-Site Event Staff and any other personnel to perform its obligations hereunder and reserves the right to use persons other than its employees to perform such obligations.

5.3 None of AddingValue's personnel who are engaged in the preparation or execution of the Event shall become an employee of Client and Client shall not have any obligation to pay any such personnel's salary, national insurance, social security or any other amounts required by law or by contract to be paid to or in respect of any such personnel by his or her employer.

6 CLIENT'S OBLIGATIONS

6.1 Client shall be responsible for specifying fully and clearly its requirements in relation to the Event. Client agrees to provide AddingValue promptly with all information, data, reports and other materials that AddingValue may reasonably require from time to time to facilitate the organisation of the Event. Client warrants that all such information, representations, data, reports and other materials is/are accurate and complete and that Client is entitled to provide the same to AddingValue for AddingValue's use without recourse to any third party.

6.2 Client shall deliver to AddingValue complete Delegate/rooming lists and scheduled transportation requirements, if applicable, at the time specified in the Booking Confirmation.

6.3 If any of AddingValue's personnel are to perform any services at Client's premises, Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of AddingValue's personnel whilst at such premises.

6.4 If the performance of any services hereunder requires the use of any equipment belonging to Client:

6.4.1 Client shall ensure that AddingValue's personnel are given such access to the equipment as is reasonably necessary to facilitate the performance of the relevant services;

6.4.2 such equipment, whether used at Client's premises or elsewhere, shall remain at Client's risk and AddingValue shall not assume any responsibility or liability for the safety or security of the same;

6.4.3 Client shall take all reasonable precautions to safeguard the health and safety of AddingValue's personnel whilst working with such equipment and shall ensure that such equipment at all times complies with all relevant laws, regulations and codes of practice.

7 FEES AND EXPENSES

7.1 In consideration of the organisation of the Event by AddingValue hereunder, Client shall pay to AddingValue the fixed Fee specified in the Budget. The Client acknowledges that the amounts set out in the Budget in respect of third party expenses are estimates only. However, unless otherwise agreed with the Client, AddingValue will not charge the Client in excess of the Fee should any expenses exceed the estimates set out in the Budget. AddingValue shall be entitled to retain the benefit of any bulk, volume or similar discounts received by it in respect of any such expenses.

7.2 AddingValue shall invoice Client at the times and dates set out in the Booking Confirmation in respect of the Fees.

7.3 Client shall pay AddingValue's invoices by the dates specified in the Booking Confirmation into a bank account nominated by AddingValue. All invoices and all payments hereunder shall be in UK pounds sterling.

- 7.4 The Fees are payable in full without deduction, withholding or set-off for any reason whatsoever and are exclusive of Value Added Tax and any other duty or tax, which shall (if and to the extent applicable) be payable by Client.
- 7.5 If Client is overdue with any payment hereunder, then without prejudice to AddingValue's other rights or remedies:
- 7.5.1 Client shall be liable to pay interest on any overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or
- 7.5.2 AddingValue shall have the right to suspend performance of its obligations hereunder until AddingValue has received payment of the overdue amount(s) together with any accrued interest; and/or
- 7.5.3 if payment is not made within 14 days of the due date, AddingValue shall have the right to terminate any Agreement immediately upon written notice to Client and charge the Customer the Cancellation Fees.
- 7.6 Any rates of exchange expressed in the Budget and/or the Booking Confirmation are those applicable at the date of the Budget or the Booking Confirmation respectively. If on the date of final payment by the Client, the rates have varied, AddingValue reserves the right to recalculate the Fees in respect of the Event and debit or credit Client accordingly.
- 7.7 AddingValue reserves the right to increase the Fees if the cost to AddingValue of performing its obligations hereunder increases as a result of:
- 7.7.1 any change to the Event or number of attendees for the Event, in each case, as set out in the Booking Confirmation;
- 7.7.2 any change to the law or any other reason beyond AddingValue's reasonable control;
- 7.7.3 any breach of these Conditions by Client; or
- 7.7.4 the supply of incorrect, incomplete or misleading information by Client.
- 7.8 AddingValue shall grant to Client the right during normal business hours and on no less than 5 days' prior notice during the term of any Agreement, to inspect and take copies of such records as AddingValue deems reasonably necessary for Client to verify sums payable under this Clause 7 in respect of such Agreement. Client shall exercise its rights under this Clause at its own cost and expense.
- 8 INSURANCE**
- 8.1 AddingValue has insurance cover in place in respect of its activities and the levels of cover it has are available on request. If Client would prefer AddingValue to have a higher level of cover in place in respect of any Event, AddingValue is willing to organise this at Client's cost.
- 9 PROJECT MANAGEMENT**
- 9.1 The parties shall each appoint a project manager who will be responsible for regular day to day liaison between the parties and for supervising and managing the performance of their respective obligations under these Conditions.
- 9.2 The parties' initial project managers are named in the Booking Confirmation. Any replacement of either party's project manager shall be subject to that party giving prior written notice to the other party.
- 9.3 Prior to and during the Event, the parties' respective project managers shall arrange and attend (personally or by representative) progress and review meetings to review the status and progress of the Event at such times and intervals to be agreed between them in order to discuss developments, consider proposals, agree actions and seek to resolve any issues arising. Such meetings shall be held at the Client's cost at locations to be agreed between the parties. The parties' respective project managers shall use all reasonable endeavours to resolve issues arising in relation to the Event but shall refer all problems the

resolution of which is outside their ordinary authority to appropriate members of the parties' respective senior management.

10 ALTERATIONS AND CANCELLATIONS

10.1 AddingValue shall have no obligation to perform any work or undertake any activity that does not relate to or comprise part of the Event.

10.2 At any time prior to or during the Event either party may by written notice to the other party recommend or request changes of or additions to the Event by describing the proposed change, setting out details of any additional work to be performed and/or any changes to the obligations of either party under any Agreement.

10.3 AddingValue cannot guarantee to fulfil any request for changes to the Event but will use all reasonable endeavours to comply with Client's request. Any change made to the Event (including but not limited to a change in the number of Delegates) is likely to incur additional fees which shall be notified to Client by AddingValue within 14 days of receipt by AddingValue of Client's request. Client shall notify AddingValue within five days of receipt by it of the revised Fees estimate if Client wishes to proceed with the proposed change to the Event. If Client wishes to proceed then the Fees shall be revised accordingly. If Client does not wish to proceed with such a change it may, at its option, either continue with the Event as if such change had not been requested or cancel the Agreement, in which case the Cancellation Fees shall become payable. Pending agreement of any change between the parties, AddingValue shall continue to perform and be paid for the provision of its obligations under these Conditions as if such change had not been requested.

10.4 If Client insists on a change after having been notified by AddingValue that either AddingValue is unable to make such change or, in AddingValue's reasonable opinion, such change would materially affect the success of the Event and so AddingValue is unwilling to accommodate such change then Client shall be deemed to have cancelled the Event and the Cancellation Fees shall become payable.

10.5 Any bookings relating to travel (including air and overland travel) are based on current schedules of the relevant carrier and may have to be amended to reflect any schedule changes. AddingValue will notify Client as soon as reasonably practical of any changes before departure. However Client acknowledges that schedule changes are outside AddingValue's control and that any cancellation by Client as a result of such schedule changes shall result in the Cancellation Fees becoming payable.

10.6 Notwithstanding paragraph 10.2, AddingValue reserves the right to make changes to any of the arrangements relating to the Event at any time provided that AddingValue notifies the Client of any such change as soon as is reasonably practicable. Subject always to Clause 24, in the event of any material change which is not required due to a Force Majeure Event, Client may either accept the change (including any additional costs arising from such change) or cancel the Agreement and receive, as its sole remedy, a full refund of all Fees paid to AddingValue. For the purpose of this clause 10.6, a "material change" includes a change of hotel or a change of venue for an important part of the Event, but, for the avoidance of doubt, shall exclude a change of aircraft type and configuration or a change to the Event, or part of the Event, which is due to circumstances beyond the reasonable control of AddingValue.

11 COMPLAINTS

11.1 Any complaints about the Event and any related services must be communicated to the supplier of the particular services concerned and to AddingValue (if possible, through the On-Site Event Staff or AddingValue project manager), at the earliest opportunity in writing or in any other appropriate form, specifying any failure which Client perceives at the place where the services concerned are supplied. Client shall ensure that Delegates comply with the complaints procedure set out in this Clause 11.1. If AddingValue or the relevant supplier is unable to deal with the problem or complaint at the time of the complaint, Client shall confirm such complaint to

AddingValue in writing within 28 days of return. AddingValue reserves the right to reject any complaint received after expiry of such 28 day period.

12 SPECIAL REQUESTS

12.1 Client shall inform AddingValue in writing of any special requests (including but not limited to special facilities for disabled people, dietary requirements, etc) which Client or any of the Delegates may have. AddingValue will use all reasonable endeavours to ensure that the special request is met but AddingValue shall not be liable for any failure of itself, its representatives, agents or independent third party contractors to meet any special request.

13 PASSPORT, VISA AND HEALTH FORMALITIES

13.1 In relation to overseas events, by signing the Booking Confirmation Client confirms receipt of the general information provided by AddingValue to Client about the passport and visa requirements for passport holders to the intended destination (including information about the length of time it is likely to take to obtain the relevant documentation), information about health formalities required for the journey and the stay and information about the arrangements AddingValue has taken out for the security of money paid over and the repatriation of Delegates in the event of insolvency.

13.2 In relation to overseas events, Client shall ensure that all Delegates hold a valid passport, obtain the necessary visas well in advance of the intended journey and comply with the relevant country's health formalities before entry.

14 CONFIDENTIALITY

14.1 Each of the parties acknowledges that, whether by virtue of and in the course of an Agreement or otherwise, it shall receive or otherwise become aware of information relating to the other party, its clients, customers, businesses, business plans or affairs, which information is proprietary and confidential to the other party ("**Confidential Information**").

14.2 Confidential Information includes without limitation:

14.2.1 trade secrets

14.2.2 information and data relating to a party's (i) existing or potential customers, employees or officers; (ii) inventions, designs, products and/or product lines; (iii) research and development; (iv) production, manufacturing and/or engineering processes; (v) price lists and/or pricing structures; (vi) marketing and sales plans and/or processes; (vii) business plans or dealings; and/or (viii) finances; and

14.2.3 any document marked "Confidential", or any information which the recipient has been informed is confidential or which it ought reasonably to expect the other party would regard as confidential.

14.3 Confidential Information shall exclude information which:

14.3.1 at the time of receipt by the recipient is in the public domain;

14.3.2 subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;

14.3.3 is lawfully received by the recipient from a third party on an unrestricted basis; and/or

14.3.4 is already known to the recipient before receipt hereunder.

14.4 Each of the parties undertakes to maintain the confidentiality of the other party's Confidential Information at all times and to keep the other party's Confidential Information secure and protected against theft, damage, loss or unauthorised access. Neither party shall at any time, whether during the term of an Agreement or at any time thereafter, without the prior written consent of the other party, use, disclose,

- exploit, copy or modify any of the other party's Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the exercise of its rights and/or the performance of its obligations hereunder.
- 14.5 Each of the parties undertakes to disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under these Conditions.
- 14.6 Upon the earlier of a written request from the disclosing party or the termination of an Agreement for any reason, each party shall return all of the other party's Confidential Information then in its possession or control and will not retain any copies of the same.
- 14.7 Each party shall immediately upon becoming aware of the same give notice to the other party of any unauthorised disclosure, misuse, theft or other loss of the other party's Confidential Information, whether inadvertent or otherwise.
- 14.8 The parties agree that Highly Confidential Information is both confidential and consists of trade secrets and as such if it was to be disclosed pursuant to a request made to Client under the Freedom of Information Act 2000 such disclosure would be a breach of confidence and would be likely to prejudice the commercial interests of AddingValue.
- 14.9 Subject to clause 14.8, neither party shall be in breach of this Clause 14 if it discloses the other party's Confidential Information in circumstances where such disclosure is required by law, regulation or order of a competent authority, provided that the other party is given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 14.10 Subject to prior consultation with Client as to the terms and/or the timing of any advertisement or announcement, AddingValue may advertise or publicly announce that it is organising the Event for Client under an Agreement.
- 14.11 The terms of and obligations imposed by this Clause 14 shall survive the termination of an Agreement for any reason.
- 15 WARRANTIES AND UNDERTAKINGS**
- 15.1 Subject to Clause 22.1, each of the parties warrants that it has full power and authority to carry out the actions contemplated under these Conditions, and that its performance under these Conditions will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 15.2 AddingValue warrants that:
- 15.2.1 the services relating to the Event will be carried out with reasonable skill and care in accordance with the terms of these Conditions;
- 15.2.2 all Deliverables will conform in all material respects with all specifications and requirements agreed in writing between the parties from time to time.
- 16 LIABILITY**
- 16.1 Subject to Clauses 16.2 and 16.3, AddingValue's maximum aggregate liability under or in connection with any Agreement, whether in contract, tort (including negligence) or otherwise, shall (unless otherwise agreed with Client in writing) in no circumstances exceed the Fees payable to AddingValue in respect of the Event giving rise to the liability.
- 16.2 Nothing in these Conditions shall exclude or in any way limit AddingValue's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 16.3 Subject to Clause 16.2, AddingValue shall not be liable to Client whether in contract, tort, by statute or otherwise in respect of any:
- 16.3.1 special, indirect, incidental or consequential loss or damage;

- 16.3.2 loss of actual or anticipated profits;
- 16.3.3 loss of goodwill;
- 16.3.4 loss of data;
- 16.3.5 loss of business or contracts;
- 16.3.6 loss of revenue or of the use of money; and/or
- 16.3.7 loss of anticipated savings,
- arising out of or in connection with any Agreement, whether the same is foreseeable, known or foreseen or otherwise.
- 16.4 These Conditions set forth the full extent of AddingValue's obligations and liabilities in respect of the Event. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on AddingValue except as specifically stated in these Conditions. Any condition, warranty representation or other term concerning the performance of any of AddingValue's obligations hereunder which might otherwise be implied into or incorporated in these Conditions, whether by statute, common law or otherwise, is hereby excluded.
- 17 HIGH RISK ACTIVITY**
- 17.1 In the event of any high risk activity AddingValue will use all reasonable endeavours to minimise the risk for Delegates. Client acknowledges and accepts any inherent risk and subject to clause 16.2 accepts that AddingValue shall not be liable or responsible in the event of any unforeseen, unfortunate circumstances.
- 17.2 Client shall, and shall ensure that Delegates shall, respect all preventative and safeguarding measures notified to them by AddingValue or any of AddingValue's representatives, agents or sub-contractors. Client shall ensure that Delegates attend any necessary training courses, wear protective clothing and gear as advised and are in a fit condition for the relevant activity.
- 17.3 AddingValue reserves the right to prevent participation of any Delegate in high risk activity if AddingValue or any of its agents, representatives or sub-contractors believes that a Delegate may cause danger or distress to himself or others.
- 17.4 AddingValue reserves the right, at any time, to request a Delegate to sign any document confirming that they are aware of any potential risk and that they accept that AddingValue has taken all reasonable precautions in order to minimise the risk and that AddingValue shall not be liable or responsible for any loss, damage or other expenses arising from the activity.
- 17.5 Client shall support AddingValue in any situation where a Delegate needs to be withdrawn from any or all activities. Client agrees to appoint an "on-side" representative to work with AddingValue in order to facilitate this action, where necessary.
- 18 TERM AND TERMINATION**
- 18.1 Any Agreement shall have effect on and from the relevant Effective Date and, subject to the terms of the Booking Confirmation and this Clause 18, shall continue in full force and effect until each party has fully discharged all of its obligations under that Agreement.
- 18.2 Notwithstanding the provisions of Clause 18.1 above, either party may terminate an Agreement to which these Conditions apply immediately upon written notice to the other in the event:
- 18.2.1 of any material breach of that Agreement by the other party if such breach is not remediable or, if remediable, is not remedied within 30 days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or
- 18.2.2 of the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory (other than for

the purpose of bona fide amalgamation), passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets, making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt.

19 CONSEQUENCES OF TERMINATION

19.1 The termination of any Agreement shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either party at the effective date of termination.

19.2 Upon termination of any Agreement for any reason other than termination by Client under clause 18.2:

19.2.1 AddingValue will be paid the Cancellation Fees;

19.2.2 each party shall immediately deliver to, or dispose of as directed by, the other party any and all materials and property belonging or relating to the other party, including without limitation all Confidential Information, and all copies of the same, then in its possession, custody or control, and shall certify in writing to the other party that the same has been done;

19.2.3 provisions of these Conditions which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

20 INTELLECTUAL PROPERTY RIGHTS

20.1 Clients acknowledges and agrees that all Intellectual Property Rights in the Works, wherever in the world enforceable, shall immediately upon creation vest in and shall

be and remain the sole and exclusive property of AddingValue.

20.2 Subject to clauses 20.5 and 20.6 AddingValue hereby grants Client a royalty free non-transferable licence to use the Works and the Intellectual Property Rights in the Works for the purposes contemplated hereunder.

20.3 Upon Client's request and provided Client has paid all Fees payable in respect of the relevant Works, AddingValue shall, subject to Clauses 20.4, 20.5 and 20.6 assign to Client such Relevant IP in the Works (to the extent that they solely relate to the Event) as may be owned by AddingValue and is capable of assignment.

20.4 Notwithstanding any of the above, AddingValue may at any time use any of the Works for the purpose of promoting its own business and retain the Intellectual Property Rights in any material contained in any presentation made in competition with any other agency in the event of AddingValue 's presentation being unsuccessful.

20.5 If and to the extent that any of the Works comprise or include any work in which the Intellectual Property Rights belong to a third party, AddingValue shall use its reasonable endeavours procure a licence for Client to use such work on such terms as may be agreed between AddingValue and the relevant third party.

20.6 AddingValue shall retain all Intellectual Property Rights in any computer programs, object code, source code and network designs, inventions, know-how, improvements, discoveries whether created, produced or developed by, or on behalf of, AddingValue (whether alone or jointly with others) either (i) during the term of the relevant Agreement but not solely for the purpose of performing its obligations hereunder or (ii) prior to the Effective Date. AddingValue offers access to certain of its software by way of an extranet which is accessed by password. The use of any extranet is subject to the terms and conditions appearing on that extranet from time to time, which must be accepted before Client can access that extranet. If any software owned by a third party is

required to exploit the Works, AddingValue shall use its reasonable endeavours to procure a licence for Client to use such software on such terms as may be agreed between AddingValue and the relevant third party.

20.7 The terms of and obligations imposed by this Clause 20 shall survive the termination of this Agreement for any reason.

21 RISK AND CUSTODY OF MATERIAL

21.1 All material provided to AddingValue by Client (whether owned by Client or any of Client's agents, representatives or third party contractors) ("**Client Property**") shall be provided at Client's risk, save that AddingValue shall use all reasonable endeavours to keep the physical media on which the Client Property is stored securely. Client shall be responsible for retaining appropriate back up copies of such Client Property. For the avoidance of doubt, where AddingValue acting on Client's request has provided copies of the Client Property to third parties in master format, AddingValue will not be obliged to recover such Client Property in such master format (including type setting, colour separation, printing plates etc) from such third party.

21.2 Client shall be responsible for keeping the Client Property provided to AddingValue insured against loss or damage at all times they are in AddingValue's possession.

21.3 AddingValue may destroy any Client Property in its possession six months' after the Event unless the Client requests the return of such Client Property at any time during that six month period in which case AddingValue shall return the Client Property to Client within 30 days of such request.

21.4 Client hereby grants to AddingValue (and such of AddingValue's sub-contractors as AddingValue deems necessary) the non-exclusive right and licence to reproduce, distribute and use in any way the Client Materials and any logos, trade names or trade marks of the Client for the purposes of the provision by AddingValue of services in connection with any Agreement.

22 CONSENTS AND LEGAL COMPLIANCE

22.1 Client accepts that AddingValue's performance of its obligations hereunder is conditional upon AddingValue obtaining any and all licences, authorisations, permits and other consents necessary under the laws and regulations applicable in the UK and/or any country in which any part of the Event is scheduled to take place. Client agrees to reimburse AddingValue for all reasonable and verifiable costs and expenses incurred by AddingValue in obtaining all such consents.

23 DATA PROTECTION

23.1 Each party shall comply with the provisions of the Data Protection Act 1998 (including the Data Protection Principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data in the country where such personal data is processed and shall not permit any thing to be done which might cause or otherwise result in a breach by either party of the same.

23.2 Client acknowledges that for the purpose of the Data Protection Act 1998, it is the data controller and AddingValue is the data processor of any personal data provided to it by Client or obtained by AddingValue as part of its obligations hereunder. In its capacity as data processor, AddingValue undertakes to keep such personal data secure to ensure that Client is not in breach of its obligations under the Seventh Principle of the Data Protection Act 1998.

23.3 Client undertakes to obtain all necessary consents from the Delegates and any other individuals to which such personal data relates to ensure that AddingValue has the right to process the personal data (including the right to transfer and to process the personal data in a country outside the European Economic Area) in accordance with the provisions of these Conditions.

23.4 AddingValue shall comply with Client's reasonable instructions in relation to the collection, processing and disposal of any personal data.

- 24** **FORCE MAJEURE**
- 24.1 Neither party shall be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any act, event, non-happening, omission or accident beyond its reasonable control (a “**Force Majeure Event**”).
- 24.2 Force Majeure Events shall include but not be limited to the following:
- 24.2.1 strikes, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action of any employees of the party seeking to rely on the Force Majeure Event);
- 24.2.2 civil commotion, riot, invasion, war (whether declared or not) or threat of or preparation for war;
- 24.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 24.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 24.2.5 impossibility of the use of telecommunications networks or infrastructure;
- 24.2.6 compliance with any law or governmental order, rule, regulation or direction; and/or
- 24.2.7 breakdown of plant or machinery.
- 24.3 The party whose performance is affected by a Force Majeure Event shall, within two working days of becoming aware of the Force Majeure Event, provide a written notice to the other party, giving details of the Force Majeure Event, its likely duration and the manner and extent to which the performance of its obligations are likely to be prevented or delayed.
- 24.4 The occurrence of a Force Majeure Event shall not have the effect of discharging or postponing the affected party’s payment obligations to the other party.
- 25** **NOTICES**
- 25.1 Unless otherwise expressly stated in these Conditions, all notices and other communications required or permitted to be given under these Conditions shall be in writing and shall be deemed duly served if delivered by hand or sent by fax or pre-paid registered post (or, in the case of an address for service outside the United Kingdom, by registered air-mail) to the intended recipient at the address set out in the Booking Confirmation.
- 25.2 Any notice shall be deemed to have been duly served:-
- 25.2.1 if delivered by hand, on delivery;
- 25.2.2 if sent by pre-paid registered post, two Business Days after posting;
- 25.2.3 if sent by registered air-mail, five Business Days after posting;
- 25.2.4 if sent by fax:
- 25.2.4.1 during normal business hours (meaning 9.00am to 5.00pm London time on a Business Day), immediately on transmission;
- 25.2.4.2 outside normal business hours, on the following Business Day,
- provided that, in each case, (i) a confirmatory transaction report is obtained and retained by the sender and (ii) a confirmatory copy is sent by first class pre-paid post or by hand by the end of the next Business Day.
- 25.3 For the avoidance of doubt, no notice given under any Agreement shall be validly served if sent by e-mail.

26 ASSIGNMENT AND SUB-CONTRACTING

26.1 AddingValue may assign or sub-contract any Agreement in whole or in part to any third party without recourse to Client, provided that if AddingValue sub-contracts any of its obligations under this Agreement it shall remain responsible for Works produced by its sub-contractors.

26.2 Client may not assign, transfer, charge, sub-contract or otherwise dispose of any Agreement or any of its rights or obligations arising under this Agreement without the prior written consent of AddingValue.

26.3 If AddingValue sub-contracts any of its obligations under this Agreement it does so as principal and not agent of the Client.

27 THIRD PARTY RIGHTS

27.1 A person who is not a party to an Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Agreement.

28 GENERAL

28.1 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to these Conditions does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

28.2 If any term of either these Conditions or the Booking Confirmation is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the relevant Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

28.3 These Conditions together with the Budget, the Itinerary/Programme Overview and the Booking Confirmation contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:

28.3.1 in entering into an Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in these Conditions; and

28.3.2 its only remedies in connection with any statements, representations, warranties and understandings expressly set out in this Agreement shall be for breach of contract as provided in this Agreement,

provided that nothing in this Clause 28.3 shall operate to limit or exclude either party's liability for fraud.

28.4 If any dispute arises out of any Agreement, if the parties agree, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

28.5 The construction, validity and performance of any Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them, provided that AddingValue shall have the right, as claimant, to initiate proceedings against Client in any other court of competent jurisdiction.

28.6 The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in these Conditions, nothing in these Conditions shall constitute the parties as partners, joint venturers or co-owners, or constitute either party as the agent, employee or representative of the other, or empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

28.7 The parties shall at the requesting party's reasonable expense do and execute all such further acts and things as are reasonably required to give full effect to the

rights given and the transactions contemplated by these Conditions.

- 28.8 Any valid alteration to or variation of these Conditions, the Budget, the Itinerary/ Programme Overview and/or the Booking Confirmation must be in writing and signed on behalf of each of the parties by a duly authorised officer. End