

Booking Conditions and Terms of Payment

1. THE CONTRACT

A contract to act as agent to arrange a programme of entertainment ('the programme') shall be deemed to have been made to Imperial Corporate Events Limited ('ICE') and the client making the order ('the Client') when the Client returns this Order Form to ICE or (if sooner) when ICE shall at the request of the Client enter into binding obligations with third parties in accordance with the Client's instructions and the contract shall in either case be on the terms and conditions hereafter appearing.

2. PAYMENT

2.1 A non-refundable deposit of 50% of the Total Cost of each event as detailed in this Order Form ('the Deposit') must be paid to ICE within 7 days of the issue of the invoice by ICE relating to that event and the balance of Total Cost of an event ('the Balance') must be paid not later than twelve weeks before the date of that event. If these time limits are not kept ICE reserve the right to treat the contract as cancelled by the Client and shall have authority to re-allocate that event without prejudice to any of its other remedies.

2.2 A booking Client may be required to provide a non refundable holding deposit via their credit or debit card to ICE prior to booking an event. The booking Client authorises ICE to take any payment correctly due pursuant to clauses 2.1 and 3 of these booking conditions from the booking Client's debit or credit card and any such payments will be deemed to be authorised by the booking Client.

3. CANCELLATION BY CLIENTS

If a booking is cancelled by The booking client at any time after ICE has accepted the booking, The booking client must pay a charge to compensate ICE for expenses and losses which will be incurred as a result of the cancellation. The following scale of charges will apply:- 60 working days or more before an event then 50% of the invoice total will become due less than 60 working days prior to an event then 100% of the total invoice will be due. All cancellations must be made in writing and are effective from the date they are received in the office of ICE.

4. LIABILITY

In arranging the programmes ICE act only as the agent of the Client and no liability to any third party or the Client of any kind whatsoever shall be attached to ICE in connection with or arising from the arrangements between the Client and the third party and the Client shall indemnify ICE against any claim made by such third party provided always that in respect of goods or services provided by a third party under the contract ICE shall give all reasonable assistance to the client to pursue any claim against third parties. ICE shall not be obliged to pursue any third party if this involves Court of arbitration proceedings unless the Client has agreed to indemnify ICE against all expense in respect thereof including the cost of ICE's staff in connection therewith. Save as in this clause expressed ICE shall be under no liability for any personal consequential or other damage whatsoever caused as a result of services rendered to the Client under this contract being defective or not in accordance with this order including any breach by ICE of any fundamental term of this order.

In the event that ICE fails to act with reasonable skill and care in organising the events and the client suffers loss as a result thereof ICE's liability shall be limited to the Total Cost of an event to which the claim relates

or if larger the amount received by ICE in relation to any services liability insurance held by ICE and its liability under this clause shall be in lieu of and to the exclusion of any other liability whatsoever.

Nothing contained in this clause shall exclude:

Where the Client deals as a consumer (as defined by the Unfair Contract Terms Act 1967) any liability for breach of the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982.

Any liability arising from ICE's negligence causing death or personal injury.

The Client recognizes that the limitation of liability contained in this clause is reasonable based on the financial agreements between ICE and the Client.

5. ALTERATIONS TO THE PROGRAMME

ICE will make every reasonable effort to adhere to the programme but ICE are authorized in its absolute discretion to alter, omit or change the date of any event and/or provide an alternative programme if it is not practicable or possible to provide the programme specified in your order.

ICE have the right to pass on any suppliers price increases to the client. Such increase must be paid to ICE before any tickets can be issued or the event staged.

If the price is materially increased or ICE unreasonably alter the package of any events the Client shall be entitled to cancel the event concerned by giving written notice to be received by ICE within 48 hours of the Client having been notified of the change. In this event the Client shall be entitled to a full refund of the monies paid in respect of the event concerned provided that the Client shall indemnify ICE for all obligations incurred by ICE on behalf of the Client subject to any refunds which ICE may be able to obtain and provided that ICE shall be entitled to retain the Deposit. Cancellation by ICE of one of more events shall not entitle the client to cancel any other event.

6. EXTRAS

The cost of services and goods provided at any event which are not included in the inclusive package and which are provided at the request of the Client or its guests shall be invoiced separately at the supplier's ruling rates plus a handling charge which shall not exceed 10% of the suppliers charges and shall be due for payment within five days of date of invoice.

7. PRICES

All prices quoted are exclusive of VAT, which will be charged in addition to the contract price.

8. INTEREST

ICE reserve the right to charge interest at the rate of 2.5% per month compounded monthly on all overdue accounts whether before or after judgment.

9. MIS-REPRESENTATION

None of ICE's employees, other than the Secretary or a Director of the Company, is authorized to make any statement or warranty or representations as to the services to be provided hereunder, ICE shall therefore be under no liability nor shall the Client be entitled to any remedy by reason of the Misrepresentation Act 1967 except to the extent (if any) that the Court or any arbitrator may allow reliance on it as being fair and reasonable.

10. INSOLVENCY

If the client becomes insolvent or in the opinion of ICE is likely to go into bankruptcy receivership, administration or liquidation or makes default in or commits a breach of the contract ICE may at its discretion or written notice to the Client be entitled to

deem the contract as having been terminated forthwith in whole or in part by the Client in accordance with Clause 3. ICE shall in doing so incur no liability to the Client and such termination shall be without prejudice to its rights, which may have accrued up to the date of termination.

11. FORCE MAJEURE

Both ICE and the Client shall be released from any further obligations regarding an event in the event of a national emergency where governmental regulations, cancellation of event by third parties or if any cause beyond the Client's or ICE's reasonable control renders the performance of any event impossible. This provision shall not relieve the Client of its obligation to pay for all events completed pursuant to an order or to indemnify ICE for obligations incurred by ICE as agent of the Client or oblige ICE to repay the Deposit.

12. NON ASSIGNABILITY

The agreement is between ICE and the Client and is not assignable by the Client without ICE's consent.

13. LAW

The contract shall be governed by and construed in all respects in accordance with English Law and the parties hereby submit for all purposes of and in connection with the agreement to the non-exclusive jurisdiction of the English Courts.

14. NOTICES

Any notice required to be given hereunder shall be sent to the address of the recipient given overleaf. A notice shall be deemed to have been served if by hand when delivered, if by telex or facsimile when sent and if by post 48 hours after posting.

15. POST TERMINATION

The termination of this agreement shall not affect any rights of the parties, which have accrued thereto and ICE shall be irrevocably authorized on behalf of the Client to organize any refund or reallocation of any events.