

MAYNINETEEN LIMITED

STANDARD TERMS AND CONDITIONS OF BUSINESS

The following terms and conditions comprise the standard terms of business of May Nineteen Limited. On Confirmation of your Booking and by engaging Maynineteen these terms and conditions shall be deemed to have been accepted by the Client.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Contract the following definitions have the following meanings and the rules of interpretation in clauses 1.2 to 1.10 shall apply to the Contract:

“ADR Notice”	means a written notice to the other party requesting the other party to enter into a mediation in relation to the Contract;
“Amended Proposal”	means a revised Proposal issued by Maynineteen to the Client following a request by either party to change the Services and/or any details set out in the Proposal;
“Booking”	means a written or verbal order placed by the Client in response to the Initial Proposal;
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England and Wales;
“Business Hours”	means between 9.00am and 5.00pm on a Business Day;
“Client”	means the person, firm or company for whom the Proposal is prepared and the Services provided;
“Contract”	means the agreement made between the Client and Maynineteen as set out in these terms and conditions;
“Dispute Notice”	means a written notice to the other party setting out the nature and full particulars of a dispute between the parties in relation to the Contract;
“Event”	means the occasion, entertainment or entertainer to be organised by Maynineteen as set out in the Proposal;
“Initial Proposal”	means the first proposal issued to the Client by Maynineteen giving indicative costs of the Event and the likely services to be provided;
“Guests”	means the invitees or customers of the Client who take part in or watch the Event;
“Initial Proposal Costs”	means all costs and expenses incurred by Maynineteen in pursuance of preparing the Proposal;
“Intellectual Property Rights”	means 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 rights 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 of or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world;

“Maynineteen”

means May Nineteen Limited (company number 04776032) whose registered office is at Unit 11 Empress Business Centre, 380 Chester Road Manchester, M16 9EA including where applicable the directors, suppliers, servants, agents, freelancers or sub-contractors acting on behalf of Maynineteen;

“the Price”

means the fee due to Maynineteen from the Client in payment for the Services set out in the Proposal and the Initial Proposal Costs as defined at clause 3.2;

“the Proposal”

means the detailed proposal of the Services to be provided by Maynineteen (further to the Initial Proposal and/or estimate) and any documents from Maynineteen to the Client giving details of the Event and the Price;

“the Services”

the work to be undertaken by Maynineteen to organise the Event, as detailed in the Proposal.

- 1.2. The Client acknowledges that it enters into the Contract in the course of business and not as a consumer.
- 1.3. Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8. A reference to **writing** or **written** includes fax and e-mail.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.10. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **THE CONTRACT**

- 2.1. The Contract is deemed to commence on the date Maynineteen confirms a Booking in writing to the Client.
- 2.2. Any terms of business offered by or on behalf of the Client shall be deemed to be expressly excluded by Maynineteen.
- 2.3. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Maynineteen which is not set out in the Contract.
- 2.4. Unless otherwise expressly agreed in writing and signed by a director of Maynineteen no variations to these terms and conditions shall be effective and no agent or representative of Maynineteen other than a director has any authority to vary or omit any of these terms and conditions.

3. **CONFIRMATION AND CLIENT OBLIGATIONS:**

- 3.1. Maynineteen will issue an Initial Proposal to the Client. The Initial Proposal shall remain valid for a period of 30 days from the date of the Initial Proposal and if Maynineteen does not receive a Booking within this period the Initial Proposal shall be deemed to be withdrawn.
- 3.2. Once a Booking is confirmed by Maynineteen, Maynineteen shall carry out the tasks it deems necessary to prepare the Proposal, which may include site visits. The Client shall be liable for all Initial Proposal Costs.
- 3.3. Once Maynineteen has finalised the Proposal, it will issue this to the Client for approval. In the event that the Client does not approve the Proposal, then Maynineteen will be under no further obligation to the Client and the Contract will terminate further to payment by the Client to Maynineteen of the Initial Proposal Costs, which are to be paid by the Client within 30 days from the date of Maynineteen's invoice for the same.
- 3.4. If the Client approves the Proposal, Maynineteen will provide the Services detailed in the Proposal and the Client will be liable to Maynineteen for the payment of all costs and expenses incurred by Maynineteen in pursuance of the Client's instructions and shall in all other respects be liable to Maynineteen for its fees, charges, commissions including any cancellation charges as detailed in clause 5 below.
- 3.5. Where the parties agree to make any variation to the Proposal after the Client has approved it, Maynineteen shall issue the Client with an Amended Proposal. Maynineteen shall be entitled to quote an amended price in respect of the Services to be provided under the Amended Proposal. The Client shall be required to provide written confirmation that it wishes Maynineteen to proceed on the basis of the Amended Proposal. If no written confirmation is received, Maynineteen shall be entitled to continue on the basis of the former Proposal and the Client shall be bound by the terms of the former Proposal. Where the Client approves the

Amended Proposal in writing, it shall be bound by the terms of the Amended Proposal, all references in the Contract to the Proposal shall be deemed to refer to the Amended Proposal and the former Proposal shall cease to bind the parties.

- 3.6. The Client shall co-operate with Maynineteen in all matters relating to the Services and provide clear instructions to Maynineteen.
- 3.7. The Client shall grant Maynineteen, or procure from any third party owner for the benefit of Maynineteen, free of charge all necessary access to the location and/or buildings where the Event will take place on the day of the Event and on such dates as Maynineteen shall require in order to provide the Services under this Contract. This clause shall survive termination of the Contract.
- 3.8. The Client shall ensure that Maynineteen shall have, free of charge, access to all power supplies at the Event location required to perform the Services.
- 3.9. Unless otherwise agreed with Maynineteen in writing the Client shall obtain all necessary licences, permissions and consents, free of charge, which may be required by Maynineteen to perform the Services before the date on which the Services are to start and to maintain the same throughout the entire duration of the Services under the Contract.
- 3.10. The Client shall at its own cost take out and maintain for the Event, and at all times during which Maynineteen may have access to the Event location under this Contract, all such policies of insurance reasonably expected of a person acting in that field of business, covering all the usual risks involved in the Event, including public liability insurance, employers' liability insurance, cancellation and abandonment insurance and property insurance.

4. **THE PRICE**

- 4.1. The Price payable for the Services and the Event shall be set out in the Proposal (subject to adjustments made in accordance with clause 12 below).
- 4.2. Save as otherwise set out in the Proposal, Maynineteen shall issue an invoice after the Event and the Price shall be payable within 30 days from the date of invoice. In some instances Maynineteen may ask for an alternative payment schedule such as a non-returnable deposit or payment before the Event, if this is required Maynineteen will include these details in the Proposal.
- 4.3. The time of payment shall be of the essence.
- 4.4. Invoices are payable in full and the Client shall not be entitled to withhold or set-off payment or make any counterclaim.

5. **CANCELLATION BY THE CLIENT**

- 5.1. The Event may be cancelled by the Client but cancellation will only be effective from the date that the written notice of cancellation is received by Maynineteen. A cancellation fee will be payable by the Client as set out in this clause 5. The cancellation fee has been calculated to represent a genuine pre-estimate of the losses Maynineteen will suffer as a result of the cancellation:

- 5.1.1. where the cancellation notice is received more than 12 weeks prior to the event date the cancellation fee will be 25% of the Price;

5.1.2. where the cancellation notice is received between 4-12 weeks prior to the Event date the cancellation fee will be 75% of the Price; and

5.1.3. where the cancellation notice is received less than 4 weeks prior to the Event date the cancellation fee will be 100% of the Price.

5.2. Where Maynineteen has contracted with a third party on behalf of the Client and the cancellation charges of the third party exceed those stated above the Client shall reimburse Maynineteen such excess charges in addition to the cancellation charges set out in clause 5.1.

6. **CANCELLATION BY MAYNINETEEN**

Maynineteen reserves the right to cancel the Event if a payment schedule detailed in the Proposal has not been adhered to by the Client; or in the circumstances set out at clause 16 below.

7. **FORCE MAJEURE**

Maynineteen shall incur no liability to the Client if performance of the Contract is prevented or hindered for any reason whatsoever beyond Maynineteen's control and in particular but without prejudice to the generality of the foregoing by an Act of God, war, riot, civil commotions, local or national Government restrictions, prohibitions or omissions, fire, flood, subsidence, sabotage, accident, strike or lock out labour dispute, illness or an act of terrorism and shall not be liable for any loss or damage resulting there from suffered by the Client.

8. **POSTPONEMENT AND CHANGES TO THE EVENT**

Without prejudice to clause 7, whilst every effort is made by Maynineteen to carry out the Services in accordance with the Proposal Maynineteen retains the right to postpone or change the Event if this is necessary due to circumstance beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or venue or which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. In such circumstances Maynineteen will notify the Client as soon as reasonably practicable of such changes and/or postponement.

9. **REDUCTION IN THE NUMBER OF GUESTS**

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

10. **MAYNINETEEN'S AUTHORITY AT THE EVENT**

10.1. The Client agrees on its own behalf and on behalf of each and every Guest that the opinion of Maynineteen is final in regard to matters of safety and it shall comply with any request or order made by Maynineteen in the interests of safety however expressed and in addition shall comply with any reasonable instruction given by Maynineteen for any other reason.

10.2. Maynineteen reserves the right to request any Guest to leave the Event if in the opinion of Maynineteen (acting in its complete discretion) the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to ensure that such a request will be complied with by each and every Guest. In such

circumstances Maynineteen will be under no liability to the Client or the Guest in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or Guest.

11. **WARRANTIES AND LIABILITY OF MAYNINETEEN**

- 11.1. Maynineteen warrants to the Client that the Services will be provided using reasonable care and skill in a professional and workmanlike manner and in accordance with reasonable professional standards for such Services and shall as far as reasonably possible provide the Services in accordance with the Proposal.
- 11.2. Where in the provision of the Services Maynineteen supplies any goods or services obtained from a third party, Maynineteen does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise but shall where possible assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying such goods and/or services to Maynineteen.
- 11.3. Subject to clause 11.8, Maynineteen shall have no liability to the Client for loss or damage of any nature arising out of, or in connection to, any act or omission by the Client which prevents or delays Maynineteen's performance of any of the Services, including, but not limited to, where the Client fails to grant, or procure from any third party owner, appropriate access in accordance with clause 3.7 and/or access to all power supplies required in order to performance the Services in accordance with clause 3.8.
- 11.4. Subject to clause 11.8 Maynineteen has no liability to the Client or Guests for any loss or damage of any nature however caused arising out of or in connection with attendance at the Event or to the property of the Client or Guest save to the extent that this shall be covered by any public liability insurance or professional indemnity insurance carried by Maynineteen, its subcontractors, suppliers and/or freelancers (as applicable) at the date of the Event. Any such claim by the Client or Guest shall be made on the terms and conditions of such insurance a copy of which Maynineteen shall endeavour to provide on request. Maynineteen relies on its sub contractors and suppliers for correct information and whilst all details are given in good faith, Maynineteen cannot accept responsibility for any inaccuracies. Maynineteen has public liability insurance of £10million and professional indemnity insurance of £1 million.
- 11.5. Without prejudice to clause 11.6 Maynineteen shall be entitled to subcontract any of the Services under the Contract to third parties. Maynineteen shall at all times be liable for the actions of such subcontractors.
- 11.6. Maynineteen shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and Maynineteen's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.
- 11.7. Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 11.8. Clause 11 shall have effect subject to any limitation imposed by any applicable law and Maynineteen does not exclude liability in respect of death or personal injury caused as a result of Maynineteen's negligence or any liability arising from any fraudulent misrepresentations by Maynineteen.

12. **ALTERATIONS IN THE PRICE**

Additional Services requested by the Client and not included in the Proposal will be invoiced following the Event and payable within 14 days of the date of the invoice.

13. **LIABILITY OF THE CLIENT FOR DAMAGE OR LOSS**

The Client shall indemnify Maynineteen in full and on demand against all liabilities, costs, expenses, damages and loss (including direct, indirect, consequential losses, loss of profits, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Maynineteen arising out of or in connection with:

- (a) any third party damage;
- (b) any damage to the equipment and/or property owned or supplied by Maynineteen; and/or
- (c) the theft of any equipment and/or property owned or supplied by Maynineteen,

whether caused or undertaken by the Client or a Guest. The cost of fixing or replacing any damaged or stolen equipment and/or property shall be determined by Maynineteen, acting in its complete discretion, and Maynineteen shall notify the Client of the amount to be paid by the Client under this indemnity within 30 days of the Event, to be paid within 14 days of the notification.

14. **INTELLECTUAL PROPERTY RIGHTS**

- 14.1. The Intellectual Property Rights in any materials supplied by Maynineteen shall belong to Maynineteen and shall be licensed to the Client on a non-exclusive basis for use solely during the Event.
- 14.2. In the event that the Client wishes to acquire the Intellectual Property rights in any materials supplied by Maynineteen in connection with the Event and which have been specifically created for the Client under the Contract then Maynineteen may agree to assign these to the Client at a price to be agreed.
- 14.3. In the event that an assignment of Intellectual Property Rights is agreed then subject to full payment of the price in respect of the same, the Client shall acquire ownership of the Intellectual Property Rights.
- 14.4. For avoidance of doubt the Client shall not acquire ownership of any underlying material or software used by Maynineteen in the performance of the Services in respect of which are at the Contract date or at any time thereafter owned by Maynineteen or any third party.

15. **TITLE IN THE EQUIPMENT**

Title in any and all equipment and/or property owned or supplied by Maynineteen or any third party for the purpose of the Services shall remain with Maynineteen or the third party supplier throughout the duration of the Contract and no title or interest in the equipment and/or property shall pass to the Client.

16. **TERMINATION**

16.1. Maynineteen may terminate this Contract immediately upon written notice to the Client in the event that the Client:

16.1.1. fails to pay any amount due under the Contract on the due date for payment;

16.1.2. is in material breach of any of its obligations under this Contract which is not capable of remedy or where such breach is capable of remedy has not remedied the same within fifteen (15) days of being given notice in writing specifying the breach or some other time as Maynineteen shall reasonably determine;

16.1.3. repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct amounts to a material breach;

16.1.4. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or 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;

16.1.5. 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;

16.1.6. has a petition filed, a notice given, a resolution passed, or an order made, for or in connection with the winding up of the Client (being a company);

16.1.7. has against it an application made to court, or an order made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Client (being a company);

16.1.8. has a holder of a qualifying floating charge over its assets who has become entitled to appoint or has appointed an administrative receiver;

16.1.9. has a person who becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;

16.1.10. has a creditor or encumbrancer who 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 the Client's assets and such attachment or process is not discharged within 14 days;

16.1.11. suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

16.2. In addition to its rights set out at clause 16.1 above, Maynineteen in its absolute discretion and without prejudice to any other right or remedy may refuse to proceed further with and charge for all or any Services already carried out (whether or not the same shall have been completed) and all or any materials purchased on the Client's behalf.

17. **CONSEQUENCES OF TERMINATION**

17.1. Immediately upon the termination of this Contract pursuant to clauses 6 or 16 above the Client shall pay Maynineteen in full all monies due and owing in respect of the provision of the Services (including all out-of-pocket and third-party expenses) which are outstanding as at the date of termination.

17.2. Immediately upon termination, Maynineteen shall recover any equipment and/or property owned, supplied or used in providing the Services under the Contract, and the Client shall ensure that Maynineteen has, free of charge, all access to the locations that such equipment and/or property is stored for such purpose.

17.3. Termination of the Contract for whatever reason shall not prejudice or affect the rights or remedies of either party accrued prior to such termination.

18. **NOTICE**

A notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Such notice shall be deemed to have been received on the second day after posting if sent by first class post or if served personally on the day it is delivered if delivered on a Business Day during Business Hours, or on the next Business Day if served outside of Business Hours.

19. **CONFIDENTIALITY**

The Client shall not without the written consent of Maynineteen during the Contract period or any time afterwards make use for its own purposes or disclose to any person (except as may be required by law or to its professional advisers for the purposes of this Contract) any confidential secret or proprietary information or such similar information provided by Maynineteen to the Client pursuant to the Contract or prepared by Maynineteen pursuant to the Contract all of which information shall be deemed to be and to remain confidential and proprietary.

20. **ASSIGNMENT**

20.1. Maynineteen may at any time assign, transfer, subcontract or deal in any other manner with any or all of its rights or obligations under this Contract.

20.2. The Client may not assign, transfer, subcontract or deal in any other manner with any or all of its rights or obligations under this Contract without Maynineteen's prior written consent.

21. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person or company who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 (“the Act”) to enforce any right under it and the provisions of the Act are expressly excluded.

22. **WAIVER**

No failure or delay by either party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right. A waiver of any right or remedy under this Contract shall only be effective if given in writing and no waiver by either party of any breach of this Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

23. **NO PARTNERSHIP**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

24. **INVALIDITY**

If any provision of this Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the remainder of this Contract and the remainder of the provision in question shall not be affected.

25. **DISPUTE RESOLUTION**

25.1. If a dispute arises out of or in connection with this Contract, then the parties shall follow the procedure set out in this clause:

25.1.1. either party shall give to the other a Dispute Notice together with relevant supporting documents. On service of the Dispute Notice, a director from each party shall attempt in good faith to resolve the dispute; and

25.1.2. if the directors are for any reason unable to resolve the dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate the mediation, a party must serve an ADR Notice. A copy of the ADR Notice should be sent to CEDR Solve. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

25.2. The commencement of a mediation in accordance with clause 25.1 will not prevent the parties commencing or continuing court proceedings.

26. **LAW**

The Contract shall be governed by the Laws of England and Wales and the courts of England shall have exclusive jurisdiction.