

EVENTFUL

STANDARD TERMS & CONDITIONS OF BUSINESS

1. Eventful Limited

Eventful Limited (company number 4624546) is a wholly owned subsidiary of Aeorema Communications plc (company number 04314540), a company listed on the Alternative Investment Market.

Eventful Limited provides venue sourcing, event management and incentive experiences.

2. Invoicing and Payment Terms

Eventful Limited operates a set invoicing schedule for all clients as follows:

- a. Event Management & Incentive Projects
 - 50% deposit on commissioning to secure personnel and cover pre-production, payable on receipt;
 - A further 40% prior to completion of the work, payable prior to completion;
 - The remaining 10% plus any additions or Project Change Notices (PCNs) post completion, to be paid within 30 days of receipt of the invoice.
- b. Eventful Experiences
 - Voucher purchases on behalf of clients will be billed as 'requests for payment' and 100% pre-payment will be required
 - Additional services to be billed as outlined in 2.a.

All invoicing will be conducted in Pounds Sterling (GBP, £) and VAT will be added at the standard UK rate.

If any invoice is not paid by the due date, Eventful Limited reserves the right to withhold services and/or charge interest on the overdue amount at 4% above the Bank of England base rate per day.

3. Charges

Costs, charges and expenses, as shall be agreed for the supply of any goods and services, will be exclusive of VAT unless otherwise stated. Eventful Limited reserves the right to make additional charges in respect of extra costs, charges and expenses incurred, caused or arising out of changes and additions ordered by the client, after the acceptance of Eventful Limited's estimate, proposal and schedule.

4. Delivery

Eventful Limited will provide the services commissioned by the Client by the deadline required if the work is accepted. This is subject to the terms in this document, with particular regard to any delays not caused by Eventful Limited.

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5. Cancellation

In the event of the cancellation or postponement of a project after being commissioned, Eventful Limited reserves the right and shall be entitled to retain deposit payments received to the date of cancellation. In addition, further fees shall be due and payable to Eventful Limited by the Client, notwithstanding any other provision to the contrary, depending on the proximity of cancellation to the project as follows:

- Within thirty (30) days of the start of the project – one hundred per cent (100%) of the agreed budget plus all PCNs;
- Within sixty (60) days of the start of the project – ninety-five per cent (95%) of the agreed budget plus all PCNs;
- Within ninety (90) days of the start of the project – eighty per cent (80%) of the agreed budget plus all PCNs;
- Within one hundred and eighty (180) days of the start of the project – fifty per cent (60%) of the agreed budget plus all PCNs.

6. Eventful Experiences General Terms & Conditions

- Prices upon request
- Packages based on double occupancy rooms, unless otherwise stated
- VAT subject to change in-line with government policy
- All experiences are subject to availability at the time of booking
- Blackout dates may apply
- Gift certificates are non-transferable
- Gift certificates are non-refundable & cannot be exchanged for cash equivalent
- Expiry dates will apply
- Service charges included in all packages; however, any items outside of the package may incur an additional service charge
- Packages available to book up to 31st December 2021, unless otherwise stated
- Experiences may vary seasonally

Each partner hotel will have their own terms and conditions which will be outlined in Eventful's initial proposal.

7. Confidentiality

Eventful Limited assures The Client of total confidentiality and security on the content of all presentations, conferences, programmes, speeches or productions. Any reproduction from tapes in whole or part will only be with The Client's permission. Eventful Limited shall not divulge or communicate to any person, persons or company any of the trade secrets, secret or confidential material, operations, processes or dealings concerning the organisation, business, finance transactions or affairs of The Client, which may come to its knowledge during the production of the event.

8. Client Material

Eventful Limited will take reasonable care of any Client's property held by it but will do so at The Client's risk, and Eventful Limited will not be liable for any loss or damage however caused. The insurance of such property will be the responsibility of The Client.

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Company Registration No. 4624546
VAT Registration No. 803 7884 13

Registered Address
64 New Cavendish Street
London W1G 8TB

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9. Liabilities

Eventful Limited shall not be liable for any failure or delay in the supply of its services caused by any acts of force majeure or any dispute, fire, accident, civil commotion, government action or any other cause beyond its control; and Eventful Limited will not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any of the matters referred to in this condition. Eventful Limited shall not be liable for any consequential loss incurred by The Client howsoever arising and the liability (if any) on any other account shall be limited to the amount of Eventful Limited's charges to The Client in respect of the matter in question. For the avoidance of doubt, the default or failure of any subcontractors or suppliers engaged by Eventful Limited will be taken to be acts within the control of Eventful Limited for the purposes of this condition.

10. Indemnity

The Client shall indemnify Eventful Limited against all or any costs, claims, damages, demands and expenses that may be incurred by or made against Eventful Limited by any third party by reason of negligence on the part of The Client.

11. Waiver

The waiver or non-enforcement by a Party of any breach, right or remedy or non-observance of the provisions of this Agreement shall not prevent the subsequent enforcement of such provisions in full and shall not be deemed a waiver of any subsequent breach.

12. Jurisdiction

These conditions shall be governed and construed according to English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.