

## STANDARD TERMS AND CONDITIONS OF BUSINESS

The following, comprise the standard terms and Conditions of Business of Impact Magical Entertainment Limited and all work undertaken by the Company shall be on these terms to the exclusion of any other unless specifically varied in writing and signed for and on behalf of the Client and by a director for and on behalf of the Company. In accepting the contract and engaging the Company these Conditions shall be deemed to have been accepted by the Client on their own behalf and for and on behalf of each and every guest

### 1. DEFINITIONS

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|-----|------------------|---|
| 1.1 | "the Client"     | The individual, business or body corporate for whom the proposal is prepared and the services are provided.   |
|     | "the Company"    | Impact Magical Entertainment Limited including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of the Company.                              |
|     | "the Conditions" | The provisions set out below which will be incorporated into the Contract.  |
|     | "the Contract"   | The written and verbal agreement between the Company and the Client to provide the Service(s) offered by the Company to the Client including the Price as set out in the Contract overleaf. |
|     | "the Event"      | the occasion at which the service(s) shall be provided by the Company as set out in the Contract.   |
|     | "the Guests"     | the invitees of the Client in payment for the Services.   |
|     | "the Price"      | the fee due to the company from the Client in payment for the Services  |
|     | "the Service"    | the work to be undertaken by the Company to organise the Event in accordance with the Proposal.   |

### 2. THE PRICE AND PAYMENT

- 2.1 The price payable for the Service(s) shall be as set out in the Contract (subject to adjustments made in accordance with paragraph 10.1 below) which shall be payable as follows: 30% of the Price shall be payable as a non-refundable deposit on written acceptance by the Client of the Contract.
- 2.2 Unless otherwise contracted the balance of the Price less the deposit shall be payable in cash on the day of the event to the artiste(s) or 14 working days prior to the Event.
- 2.3 The total Price agreed where payable direct to Impact Magical Entertainment Ltd for disbursement to artiste(s) shall be paid not more than 30 days after the event date, unless specifically agreed prior to issue of the Contract(s).

### 3. CANCELLATION BY THE CLIENT

- 3.1 The Client may cancel the Event but cancellation will only be effective from the date that written notice of cancellation is received by the Company.
- 3.2 A cancellation fee will be payable to the company as set out below and has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of the cancellation: -

<i>Number of days before the Event which written notification is received by the Company (excluding the date of the Event but including the date of receipt of notice)</i>	<i>Amount of Cancellation Fee including deposit (expressed as a percentage of the price)</i>
More than 71 days	Deposit only
22-70 days	50%
8-21 days	75%
1-7 days	100%

### LATE PAYMENT OF ANY INVOICES ISSUED

- 3.3 Late payment on any Invoice issued shall received an additional cost of 10% per day of the total Invoice price

### 4. CANCELLATION BY THE COMPANY

- 4.1 The Company reserves the right to cancel the Event if: -
- 4.1.1 The balance of the Price less the deposit has not been received by the Company five working days prior to the Event in accordance with paragraph 2.2 above;
- 4.1.2 Due to circumstances beyond the control of the Company including but not limited to War, Riot, Industrial Dispute, or Fire; and such circumstances the Company shall have no liability to make any payments to the Client or refund any part of the Price.

### 5. POSTPONEMENTS AND CHANGES IN EVENT

- 5.1 Whilst every effort is made by the Company to carry out the Services in accordance with the Contract the Company retains the right to postpone or change the venue or nature of the Event if this is necessary due to circumstances beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances the Company will notify the client as soon as reasonably practicable of such changes and suitable arrangements will be made.

### 6. REDUCTION IN THE NUMBER OF GUESTS

- 6.1 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 as stated in the Contract but the Company may at its discretion offer to reduce the Price depending on the circumstances in question. Such a reduction will be part of the adjustments in the Price made in accordance with Paragraph 10.

### 7. THE COMPANY'S AUTHORITY AT THE EVENT

- 7.1 The Client agrees on its own behalf and on behalf of each and every Guest:-
- 7.1.1 That the opinion of the Company is final in regard to matters of safety;
- 7.1.2 To comply with any request or order made by the Company in the interests of safety however expressed;
- 7.1.3 To comply with any reasonable instruction given by the Company for any other reason.
- 7.2 The Company reserves the right to request any Guests to leave the Event if in the opinion of the Company any Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that each and every Guest will comply with such request. In such circumstances the company 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 the Guest.
- 7.3 Before participating in the Event every Guest may be required at the discretion of the Company to sign a disclaimer indemnifying the Company against unreasonable claims for damages, a copy of which is available upon request.

### 8. LIABILITY OF THE CLIENT FOR DAMAGE

- 8.1 The Client agrees that in the event of damage being caused to any facilities, including buildings, fixtures and fittings, vehicles, or equipment or whatsoever nature supplied by the Company for the purpose of the Event
- 8.2 The Client will be liable for the facilities and each and every vehicle or piece of equipment so damaged as follows: -
- 8.2.1 If the damage arises out of any act or omission of the Client or any guests the Client shall be liable for each and every item damaged.

### 9. LIABILITY OF THE COMPANY FOR DAMAGE

- 9.1 The Company agrees to exercise all reasonable skill and care in the provision of the Service(s) in accordance with the written terms of the Contract
- 9.2 Personal Accident Insurance covering the Event is not included in the Price but can be arranged at extra cost upon request.
- 9.3 All Artistes engaged to perform an act or show for the client and on behalf of the company shall be responsible for any Public Liability Insurance required to cover their particular performance

### 10. ALTERATIONS IN THE PRICE

- 10.1 Additional services requested by the client and not included in the Contract will be invoiced following the Event and payable within 14 days of the date of invoice.