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## STANDARD SERVICE TERMS AND CONDITIONS

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### INCORPORATION OF THESE TERMS AND CONDITIONS:

Barefoot Live Ltd provides live event production services to business clients. Barefoot Live Ltd has good skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of Services (as defined below) by Barefoot Live Ltd to its clients and will be incorporated into each Agreement (as defined below).

#### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means the agreement entered into by Barefoot Live Ltd and the Client for the supply of Services, be that by means of the acceptance of the quotation to which these Terms and Conditions are attached or where no such quotation is issued as set out in the exchange of correspondence between the Client and Barefoot Live Ltd;
<b>“Client”</b>	means the party procuring the Services from Barefoot Live Ltd who shall be identified in the Agreement;
<b>“Commencement Date”</b>	means the date on which provision of the Services will commence, which in the absence of any agreement to the contrary will be the date which Barefoot Live Ltd commence work in order to deliver the Project Event;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Costs”</b>	means any and all sums due under the Agreement from the Client to Barefoot Live Ltd, as specified in the Agreement;

<b>“Intellectual Property”</b>	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 right, 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 or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“Project Event”</b>	means the event specified in the Agreement in respect of which the Services are to be supplied. In the cases where these Terms and Conditions are attached to a quotation this will be the event identified by reference to the “Project Name”;
<b>“Supplier Material”</b>	means all materials, equipment, documents and other property of Barefoot Live Ltd brought onto the property of the Client or property to which access is given by the Client to Barefoot Live Ltd;
<b>“Services”</b>	means the services to be provided by Barefoot Live Ltd pursuant to the Agreement;
<b>“Term”</b>	means the period between the Commencement Date and the completion of the delivery of the Services by Barefoot Live Ltd.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
  - 1.2.4 a Clause is a reference to a Clause of these Terms and Conditions; and
  - 1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## **2. Provision of the Services**

- 2.1 With effect from the Commencement Date, Barefoot Live Ltd shall, throughout the Term of the Agreement, provide the Services to the Client.
- 2.2 Barefoot Live Ltd shall provide the Services with reasonable skill and care.
- 2.3 Barefoot Live Ltd shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.4 The Agreement shall only become binding on Barefoot Live Limited when the Client has indicated by either countersigning a copy of these Terms and Conditions or in correspondence or by conduct that they accept the quotation provided by Barefoot Live Ltd ( at which point it shall be binding on the Client) and then either the Terms and Conditions has been signed by Barefoot Live Ltd or Barefoot Live Ltd have issued correspondence in which it expressly states that it is bound by the terms of the Agreement.
- 2.5 Any quotation provided by Barefoot Live Ltd shall only be valid for a period of 30 days.
- 2.6 Any samples, drawings, descriptive matter or advertising issued by the Barefoot Live Ltd, and any descriptions or illustrations contained in the Barefoot Live Ltd's website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.7 Barefoot Live Ltd shall have the right to make any changes to the Services 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, and Barefoot Live Ltd shall notify the Client in any such event.

## **3. Client's Obligations**

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to Barefoot Live Ltd that is necessary for the provision of the Services.
- 3.2 The Client may, from time to time, issue reasonable instructions to the Barefoot Live Ltd in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- 3.3 In the event that Barefoot Live Ltd requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 3.4 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 3.5 If the nature of the Services requires that Barefoot Live Ltd has access to the Client's property or any other location, access to which is lawfully controlled by

the Client, the Client shall ensure that Barefoot Live Ltd has access to the same at the times to be agreed between Barefoot Live Ltd and the Client as required.

- 3.6 Barefoot Live Ltd shall not be liable for any loss or damage caused by any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3.
- 3.7 The Client shall keep and maintain all Supplier Materials in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Barefoot Live Ltd, and not dispose of or use the Supplier Materials other than in accordance with Barefoot Live Ltd's written instructions or authorisation.

#### **4. Costs, Payment and Records**

- 4.1 The Client shall pay the Costs to Barefoot Live Ltd within 30 days of receipt of an invoice detailing those Costs.
- 4.2 All payments required to be made pursuant to the Agreement by the Client shall be made in UK POUNDS in cleared funds to such bank in the UK as Barefoot Live Ltd may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that the Client is required to deduct or withhold by law.
- 4.3 Notwithstanding any termination of the Agreement, any sums which are not paid when due by the Client to Barefoot Live Ltd shall incur interest at a rate of 20% per annum until payment is made in full of any such outstanding sums.

#### **5. Liability, Indemnity and Insurance**

- 5.1 Barefoot Live Ltd shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 5.2 In the event that Barefoot Live Ltd fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.
- 5.3 Barefoot Live Ltd total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to as set out in the Agreement or in default of such express agreement to the sum of £10,000,000.
- 5.4 Barefoot Live Ltd shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by Barefoot Live Ltd.
- 5.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Barefoot Live Ltd liability for death or personal injury.
- 5.6 The Client shall indemnify Barefoot Live Ltd against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Service Provider) caused by the Client or its agents or employees.

#### **6. Confidentiality**

- 6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and after its termination:
  - 6.1.1 keep confidential all Confidential Information;
  - 6.1.2 not disclose any Confidential Information to any other party;

- 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
  - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
  - 6.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 6.1.1 to 6.1.4
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information to:
    - 6.2.1.1 any sub-contractor or supplier of that Party;
    - 6.2.1.2 any governmental or other authority or regulatory body; or
    - 6.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 6.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
  - 6.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
- 6.3 The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 7. Intellectual Property

The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Barefoot Live Ltd obtaining a written licence from the relevant licensor on such terms as will entitle the Barefoot Live Ltd to license such rights to the Client.

## 8 Force Majeure

8.1 Other than as provided in clause 8.3 no Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause, that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, public health events where government advice or actions or a decision reached by the Client prevent a Project Event proceeding, any other governmental action or any other event that is beyond the control of the Party in question.

8.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 60 days, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

8.3 Where the Agreement cannot be performed by reason of an event of Force Majeure as described in this Clause 8 the Client shall still be liable to pay to Barefoot Live Ltd for all preproduction time and all non-refundable expenses already incurred.

## 9 Term and Termination

9.1 The Agreement shall come into force on the agreed Commencement Date and shall unless the Agreement is validly terminated continue for the defined Term.

9.2 Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving not less than 30 days written notice to the other at any time prior to the expiry of the Term (including any Term already extended by consent) to extend the Term for a further period of 30 days.

9.3 Barefoot Live Ltd may immediately terminate the Agreement by giving written notice to the Client if:

9.3.1 any sum owing to Barefoot Live Ltd under any of the provisions of the Agreement is not paid on the due date for payment;

9.3.2 the Client commits any other breach of any of the provisions of the Agreement (other than failing to make payment) and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;

9.3.3 an encumbrancer takes possession, a landlord of the Client takes possession of goods, a holder of a judgment against the Client seeks to enforce that judgment against the assets of the Client or where the Client is a company, a receiver is appointed, of any of the property or assets of that other Party;

9.3.4 the Client proposes any formal voluntary arrangement with its creditors or other compromise or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.3.5 the Client, being an individual, has a bankruptcy order made against it or, being a company or partnership, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that the Client under the Agreement);

9.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Client;

- 9.3.7 the Client ceases, or threatens to cease, to carry on business; or
  - 9.3.8 control of the Client is acquired by any person or connected persons not having control of that the Client on the date of the Agreement. For the purposes of Clause 9, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 9.4 For the purposes of sub-Clause 9.3.2, a breach shall be considered capable of remedy if the Client can comply with the provision in question in all respects.
- 9.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## **10 Cancellation by the Client**

- 10.1 In the event of cancellation by the Client 59 days or greater prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay for all pre-production time and non-refundable expenses already incurred. No other penalty or charges shall apply.
- 10.2 In the event of cancellation by the Client 45-58 days prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay all pre-production time and non-refundable expenses already incurred plus 20% of the Costs agreed in respect of the supply of Services as specified in the Agreement.
- 10.3 In the event of cancellation by the Client 30-44 days prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay all pre-production time and non-refundable expenses already incurred plus 40% of the Costs agreed in respect of the supply of Services as specified in the Agreement.
- 10.4 In the event of cancellation by the Client 21-29 days prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay all pre-production time and non-refundable expenses already incurred plus 55% of the Costs agreed in respect of the supply of Services as specified in the Agreement.
- 10.5 In the event of cancellation by the Client 11-20 days prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay all pre-production time and non-refundable expenses already incurred plus 85% of the Costs agreed in respect of the supply of Services as specified in the Agreement.
- 10.6 In the event of cancellation by the Client 10 days or less prior to the Project Event start date Barefoot Live Ltd will be entitled to charge for and the Client agrees to pay all pre-production time and non-refundable expenses already incurred plus 100% of the Costs agreed in respect of the supply of Services as specified in the Agreement less the budget for travel to and from the Project Event

during the period of the event and subsistence and accommodation costs which would have been incurred during the period of the event.

## **11 Effects of Termination**

- 11.1 Upon the termination of the Agreement for any reason:
  - 11.1.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
  - 11.1.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
  - 11.1.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;
  - 11.1.4 subject to this Clause 11 and any express term of the Agreement to the contrary and except in respect of any accrued rights neither Party shall be under any further obligation to the other;
  - 11.1.5 each Party shall (except to the extent referred to in Clause 6) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information; and
  - 11.1.6 the Client shall give access to Barefoot Live Ltd free of charge to allow recovery of all Supplier Materials.

## **12 No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **13 Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

## **14 Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

## **15 Set-Off**

The Client shall not be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

## **16 Assignment and Sub-Contracting**

- 16.1 Subject to sub-Clause 16.2 the Agreement shall be personal to the Parties.



Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

16.2 Barefoot Live Ltd shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of such other member or sub-contractor

## **17 Time**

Other than in respect of any obligation upon the Client to pay Costs the times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

## **18 Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

## **19 Non-Solicitation**

19.1 The Client shall not during the Term of the Agreement and for a period of 12 months after termination or expiry of the Agreement, employ or contract the services of any person who is or was employed or otherwise engaged by the Barefoot Live Ltd at any time in relation to the Agreement without the express written consent of Barfoot Live Ltd.

19.2 The Client shall not , for the Term of the Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from Barfoot Live Ltd any customer or client where any such solicitation or enticement would cause damage to the business of Barefoot Live Ltd without the express written consent of Barefoot Live Ltd..

## **20 Third Party Rights**

20.1 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

20.2 The Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

## **21 Notices**

21.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.2 Notices shall be deemed to have been duly given:

21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

21.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or

21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

21.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the address set out in the Agreement or such replacement address or e-mail address, as shall with express reference to this Clause be notified to the other Party.

## **22 Entire Agreement**

22.1 The Agreement and these Terms and Conditions contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

22.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **23 Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

## **24 Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

## **25 Law and Jurisdiction**

25.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.