

drp

Terms and Conditions

These terms and conditions, govern the provision of Goods and Services provided by drp to You.

Please read these terms and conditions carefully. By instructing us to proceed You are agreeing to be bound by them. If You have any questions, please contact drp Client Service Team by writing to drp Client Services, Unit 212 Ikon Estate, Droitwich Road, Hartlebury, Worcestershire, DY10 4EU

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions and any schedule to them(**Conditions**).

Acceptance Criteria: has the meaning given to it in Clause 6.2;

Acceptance Period: has the meaning given in clause 6.1;

Additional Costs: the costs we charge You for any Additional Services;

Additional Services: any Goods and/or Services which You request that we provide in addition to the Project set out in the Quotation;

Business Day: any week day, other than a bank or public holiday in England;

Business Hours: between 09:00 and 17:00 GMT on a Business Day;

Charges: the costs set out in the Contract and any Additional Costs;

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives) to the other party and that party's Representatives whether before or after the date of this agreement concerning:

- (a) the terms of this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, affairs, customers, clients, suppliers, or plans of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) any information developed by the parties in the course of carrying out this agreement.

but which is not Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed.

Contract: the contract formed between drp and You in accordance with clause 2, and incorporating these Conditions and any amendments agreed from time to time;

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998;

Data Subject: an individual who is the subject of Personal Data;

Defect: a defect, error or bug having a material adverse effect on the appearance, operation or functionality of the Website but excluding any defect, error or bug caused by or arising as a result of:

- (a) Your act or omission, or an act or omission of one of the Your employees, officers, agent's or sub-contractors;
- (b) an incompatibility between the Website and any other application, program or software (other than Your Works and the Third Party Works);

Deliverables: the deliverables to be provided under the Contract as set out in the Quotation;

Delivery Date: the date for delivery of the Website specified in the Quotation;

Deposit: the deposit required by drp in respect of the Price as set out in the Quotation;

Design Elements: the visual appearance of the Website (including page layouts, artwork, photographs, logos, graphics, animations, video works and text) together with all mark-ups and style sheets comprised in or generated by the Website, but excluding:

- (a) Your Works; and
- (b) the Third Party Works;

drp: DRP (UK) Limited incorporated and registered in England and Wales with Company number 03653794 whose registered office is Unit 212 Ikon Estate, Droitwich Road, Hartlebury, Worcestershire, DY10 4EU, its subsidiaries and associated companies, and "Our", "Us" and "We" shall be construed accordingly;

drp's Equipment: any equipment, including tools, systems, cabling or facilities, provided by drp or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to You;

drp's Project Manager: drp's manager of the Project, appointed in accordance with clause 4.4;

Event: a conference, exhibition, dinner or other gathering of Participants to be organised as part of a Project;

Events beyond our control: unusual, unforeseeable or unavoidable events beyond our control, the consequences of which could not be avoided even if reasonable care has been exercised including but not limited to war, threat of war, riot, civil disobedience or strife, government action, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, level of water in rivers or floods, closure of airports and may also include industrial disputes involving third parties, technical or maintenance problems or unforeseen operational decisions of air carriers such as changes of schedule or any failure in the information technology infrastructure (including but not limited to our website) or failure in internet connections;

Event Date: 24 hours before the date in which drp starts preparatory works in the Venue and if the Event is held at drp's premises 48 hours prior to the first day of the Event;

Goods: any goods to be provided pursuant to the Contract, including any Deliverables;

Intellectual Property Rights: 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;

Input Material: all documents, information and materials to be provided by You relating to the Goods and Services including (without limitation), computer programmes, data, reports, images, scripts and specifications;

Itemised Budget: the detailed schedule or spreadsheets setting out the costs of Goods and Services included in the Project, as appended to the Contract and as amended by agreement from time to time;

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which You are the Data Controller and in relation to which drp is providing services under this agreement;

Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998;

Quotation: the quotation and/or proposal submitted by drp to You for the Goods and/or Services to be provided by drp;

Quotation Acceptance Form: the acceptance form submitted by You to drp in accordance with clause 2;

Parties: You and drp and a reference to a Party is to either one of them;

Participants: all individuals participating in any Event;

Pre-existing Materials: all documents, information and materials provided by drp relating to the Goods and/or Services which existed prior to the commencement of the Contract including Confidential Information and Intellectual Property Rights, computer programmes, data, reports, presentation material and specifications;

Price: the price to be paid by You in respect of the Goods and/or Services provided to You by drp under the Contract;

Project: the project comprising the Goods and/or Services to be delivered by drp as described in the Quotation;

Services: the services to be provided by drp to You as detailed in the Quotation;

Software Elements: the Website excluding:

- (a) the Design Elements;
- (b) Your Works; and
- (c) the Third Party Works;

Third Party Works: the works and materials comprised in the Project, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding Your Works);

VAT: value added tax chargeable under English law for the time being and any similar additional tax;

Venue: the premises where an Event is taking place or any other Services are being performed;

Wasted Costs: any costs or expenses incurred or committed to by drp in relation to a Project which has been changed to the extent that the Goods and/or Services to which such costs or expenses relate cannot be used, and such costs or expenses are irrecoverable by drp;

Website: the website or software application to be developed by drp;

You: the person, firm or company named in the Quotation and "Your" shall be construed accordingly;

Your Equipment: any equipment, systems, cabling or facilities provided by You or Your subcontractors or any other third party and used directly or indirectly in the supply of the Services.

Your Project Manager: Your manager of the Project, appointed in accordance with clause 4.5;

Your Works: the works and materials provided to drp by You or Your sub-contractors or by any other third party for incorporation into the Website;

- 1.2 Headings in these clauses shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Contract.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes and e-mail.
- 1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Application of Clauses

- 2.1 If You wish to engage drp to provide Goods and/or Services, You must first sign and return the Quotation Acceptance Form and pay the required Deposit to drp.
- 2.2 You are responsible for verifying that the details on the Quotation and Quotation Acceptance Form are correct before You sign it and by signing the Quotation Acceptance Form You will be taken to have confirmed that the details are correct.
- 2.3 Your return of the Quotation Acceptance Form in accordance with clause 2.1 above constitutes an offer by You to purchase the Goods and/or Services on these Conditions. No offer placed by You shall be accepted by drp other than:
 - a) by a written acceptance issued by drp; or
 - b) (if earlier) by drp starting to provide the Goods and/or Services,

when a binding contract for the supply and purchase of the Services on these Conditions will be formed between the parties.

- 2.4 Quotations are given by drp on the basis that no Contract shall come into existence except in accordance with clause 2.3. Any Quotation is valid for a period of 30 days from its date, provided that drp has not previously withdrawn it.
- 2.5 Once drp have accepted your offer, the Deposit is non-returnable. The Deposit will be used to secure any necessary Services and Goods, including the Venue.
- 2.6 If the Services include any hosting of a Website then the provisions of Schedule 1 shall apply.

3. Commencement and duration

- 3.1 Subject to clause 3.2, the Goods and/or the Services to be supplied under the Contract shall be supplied from receipt by drp of the Deposit in cleared funds until the Goods are delivered and/or the Services are performed unless the Contract is terminated by one of the parties in accordance with these Conditions.
- 3.2 If the Services include the design and delivery of a Website, then:

- 3.2.1 the Contract will continue in force until the acceptance of the Website by you in accordance with clause 6 upon which it will terminate automatically, unless terminated earlier in accordance with these Conditions; and
- 3.2.2 if hosting services are also provided in relation to such Website, the Contract shall continue in force until terminated in accordance with paragraph [] of Schedule 1.

4. drp's obligations

4.1 drp shall:

- 4.1.1 supply Goods in accordance with their description in the Quotation or as agreed by the parties; and
 - 4.1.2 provide Services with reasonable skill and care and in accordance with their description in the Quotation or as agreed by the parties.
- 4.2 drp reserves the right to amend the Goods and/or Services if required by any applicable statutory, regulatory or other legal requirements.
- 4.3 drp shall observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Venue and that have been communicated to it, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 4.4 drp shall appoint the drp Project Manager who shall have authority to contractually bind drp on all matters relating to the Project. drp shall use reasonable endeavours to ensure that the same person acts as Project Manager throughout the Project, but may replace him/her from time to time where reasonably necessary in the interests of the drp's business.
- 4.5 You shall appoint a Project Manager who shall have authority to contractually bind You on all matters relating to the Project.
- 4.6 You hereby authorise drp to enter into contracts with third party suppliers in relation to the Project in Your name and on Your behalf. You will be bound by the terms and conditions of any such third party supplier and You shall be responsible for compliance with any of such third party's health and safety requirements.

5. Your Obligations

5.1 For all Goods and Services to be provided to You, You shall:

- 5.1.1 co-operate with the drp in all matters relating to the Project;
- 5.1.2 provide the drp, its agent's, subcontractors, consultants and employees and representatives, in a timely manner and at no charge, with access to Your premises, office accommodation, data and other facilities as required by drp, and, where You are contracting directly with a Venue, access to the Venue
- 5.1.3 comply and inform drp of all health and safety rules and regulations and any other reasonable security requirements that apply at any of Your premises or the Venue;
- 5.1.4 provide to drp in a timely manner and in the case of an Event, no later than 3 days prior to the Event Date, such Input Material and other information as drp may require, ensuring that it is accurate in all material respects;
- 5.1.5 promptly provide to drp such information and assistance as reasonably requested in order to deliver the Project and/or comply with our legal obligations.
- 5.1.6 provide and will continue to provide all necessary accurate, up to date, and complete information about Participants.
- 5.1.8 before the relevant element of the Project is arranged, inform us if any Participant is disabled or incapacitated or of limited mobility or has any special dietary or medical needs or requires special

assistance for any reason, or if wheelchair or other mobility assistance is required.

5.1.9 indemnify drp against any liability that is incurred to any third party as a result of a change to:

- a) the number of Participants; or
- b) an element of the Project at Your request.

5.1.10 ensure that Your Project Manager or another duly authorised representative is available throughout the duration of any Event, is readily accessible to us and is authorised to receive and provide instructions and information and make decisions on Your behalf in relation to that Event.

5.1.11 where You choose to deliver any element of the Project or activity related to the Project through Your own personnel or a third party, You must ensure that any such person is appropriately trained and qualified.

5.1.12 comply and shall ensure that your employees, agents, consultants, subcontractors and representatives shall comply with clause 10 and drp's health and safety manual, copies of which are available on request;

5.1.13 ensure that your employees, agents, consultants, subcontractors and representatives shall comply with the terms and conditions of any third parties sub-contracted by drp including any Venue, presenters, actors or entertainers;

5.1.14 keep and maintain drp's Equipment in good condition, and shall not dispose of or use drp's Equipment other than in accordance with drp's written instructions or authorisation;

5.1.15 You are responsible for any equipment issued to You on a day hire basis whilst it is in Your possession and You must insure any such equipment against the risks of theft, fire, accidental damage, personal injury and public liability;

5.1.16 Where personnel involved in an Event are staying overnight, and You are providing accommodation, You should ensure that accommodation is within 5 minutes walking distance of the Venue or ideally within the same accommodation as the Event.

5.2 Where You are to provide own equipment, video/presentational material and/or You contract with the Venue directly, You shall:

5.2.1 ensure that all Your Equipment is in good working order and suitable for the purposes for which it is used and conforms to all applicable statutory, regulatory or other legal requirements;

5.2.2 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to drp's provision of the Goods and/or Services, the use of In-put Material and the use of Your Equipment;

5.2.3 ensure that the Venue is suitable for the Services and confirms to all applicable statutory, regulatory or other legal requirements;

5.2.4 comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the Venue.

5.3 You shall not, without the prior written consent of drp, at any time from the date of the Contract to the expiry of 6 months after the last date of supply of any Goods and/or Services, solicit or entice away from drp or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of drp in the provision of any Goods and/or Services.

5.4 Any consent given by drp in accordance with clause 5.3 shall be subject to You paying to drp a sum equivalent to 50% of the then current annual remuneration of drp's employee, consultant or subcontractor or, if higher, 50% of the annual remuneration to be paid by You to that employee, consultant or subcontractor.

5.5 In respect of Projects or Events taking place outside of the United Kingdom, unless You notify drp in writing within one month before the Event Date (or in cases where the Project is due to commence is less than one month after the formation of the Contract, on its acceptance in accordance with these Clauses), that You will be arranging travel insurance for all Participants, to cover, amongst other things, the cost of cancellation, medical assistance and repatriation expenses in the event of accident or illness affecting any Participant, drp shall, upon notice to You, be entitled to proceed with arranging such travel insurance and to charge You the cost of so doing.

6. **Websites and Software Applications**

If the Project includes the design and delivery of a Website, then:

6.1 drp will use reasonable endeavours to deliver the Website to You for final acceptance testing at least 10 working days before the Delivery Date (**Acceptance Period**).

6.2 During the Acceptance Period, You will carry out acceptance tests to determine:

(a) whether the Website conforms in all material respects with its specification in the Quotation; and

(b) whether the Website has any Defects;

(the "**Acceptance Criteria**").

6.3 If in Your reasonable opinion the Website meets the Acceptance Criteria, You will send to drp a written notice during the Acceptance Period confirming acceptance of the Website.

6.4 If in Your reasonable opinion the Website does not meet the Acceptance Criteria, You will send to drp a written notice during the Acceptance Period setting out in detail the respect(s) in which the Website does not meet the Acceptance Criteria.

6.5 If drp agrees that the Website does not meet the Acceptance Criteria, drp will have a further remedial period (of 30 Business Days) to modify the Website so that it meets the Acceptance Criteria.

6.6 The Website will be deemed to have been accepted by You if:

(a) You do not give any notice to drp under either Clause 6.3 or Clause 6.4 during the Acceptance Period;
or

(b) You publish the Website or use the Website for any purpose other than development and/or testing.

6.7 drp warrants that the Website will continue to operate without any Defects for a period of one month from the date of acceptance of the Website (and if the Website does not so operate, drp will, for no additional charge, carry out any work necessary in order to ensure that the Website operates without any Defects during this period).

6.8 You acknowledge that drp has designed the Website to work with the web browser technology specified in the Quotation and drp does not warrant that the Website will work with any other web browser technology.

6.9 You further acknowledge that drp does not purport to provide any legal advice in relation to the Website and drp gives no warranty that the Website will not give rise to any civil or criminal legal liability on Your part or that of any other person.

7. **Charges and Payment**

7.1 In consideration of the provision of the Goods and/or Services by drp, You shall pay the Price.

7.2 The Price for the Services shall be the amount set out in the Quotation Acceptance Form and the agreed price for any Additional Services undertaken by drp which are not set out in the Quotation.

- 7.3 Any Price contained in the Quotation or Quotation Acceptance Form excludes:
- a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the personnel whom drp engages in connection with the provision of the Goods and/or Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by drp for the supply of the Goods and/or Services. Such expenses, materials and third party services shall be agreed in advance; and
 - b) Any licence fees for Third Party Works or Your Works will be payable by You in addition to the Price (unless the parties agree otherwise); and
 - c) VAT, which drp shall add to its invoices at the appropriate rate.
- 7.4 Unless otherwise specified You shall pay each invoice submitted by drp, in full and in cleared funds strictly within 28 days to a bank account nominated in writing by drp.
- 7.5 Get in times for Venues must be specified and agreed and if these are delayed through no fault of drp, then You shall be liable for any costs and expenses of drp's staff and its subcontractors staff as well as the staff of any relevant third party supplier affected by such delay. In such circumstances, drp shall not be liable for the late starting of an Event and any loss arising therefrom.
- 7.6 Without prejudice to any other right or remedy that drp may have, if You fail to pay drp on the due date, drp may:
- a) charge interest on such sum from the due date for payment at the annual rate of 8% above the Bank of England Rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and You shall pay the interest immediately on demand; and
 - b) suspend all Services until payment has been made in full.
- 7.7 Any Goods or Services offered at reduced charges or free of charge which are part of a Project, will be charged for in full at drp's standard rate if, the Price is not paid by the due date.
- 7.7 All sums payable to drp under the Contract shall become due immediately on its termination, despite any other provision. This clause 7.7 is without prejudice to any right to claim for interest.
- 7.8 drp may, without prejudice to any other rights it may have, set off any liability of You to drp against any liability of drp to You.
- 7.9 You may not, without prejudice to any other rights it may have, set off any liability of drp to You against any liability of You to drp.
- 7.10 If You purchase the stage sets and exhibition stands from drp, You may be charged additional storage costs incurred by drp until such goods are collected.
8. **Changes and Cancellation**
- 8.1 You may request changes to any element of the Project. All changes are subject to availability, limitations and restrictions of the relevant supplier.
- 8.2 If the change means that the cost of the Project will increase or results in any Wasted Costs, You agree to pay such extra costs and Wasted Costs. Wasted Costs shall be payable on demand.
- 8.3 If an Event is delayed or postponed by more than 6 months, drp shall be entitled to cancel the Contract and retain the Deposit.
- 8.4 If You should cancel any part of the Project, drp shall be entitled to charge fees for work undertaken up to the point of cancellation in accordance with the most recent Itemised Budget.
- 8.5 You must notify Us of any change, partial or total cancellation, in writing.

- 8.6 Cancellation will be effective from the date on which such written notification is received.
- 8.7 Where You cancel any element of the Project, drp will pass on to You any charges in relation to cancellation imposed by the relevant service provider. Where You have chosen to pay for any element of the Project directly to the relevant service provider, You will be responsible for any charges arising from such cancellation.
- 8.8 If You cancel the Project before the Event Date You will pay drp a cancellation fee as outlined below:-

8.8.1 Events and Exhibitions

More than four weeks before the Event Date – no charge and any un-paid Deposit will be payable immediately;

Within four weeks of the Event Date – balance of 75% of most recent Itemised Budget;

Within 7 days of the Event Date – balance of 100% of most recent Itemised Budget.

8.8.2 Video, Website and Software Applications

More than four weeks before the Event Date – no charge and any un-paid Deposit will be payable immediately;

Within four weeks of the Event Date – balance of 75% of most recent Itemised Budget;

Within 7 days of the Event Date – balance of 100% of most recent Itemised Budget

together with all Wasted Costs.

9. Intellectual Property Rights

- 9.1 drp shall retain the copyright in all concepts, artwork, designs and any creative elements such as story boards created by drp.
- 9.2 You shall only use concepts, artwork, designs and any creative elements such as story boards created by drp for the purposes they were originally intended. Further usage will require the prior written consent of drp.
- 9.3 As between the parties and subject to clause 9.1, drp assigns to You any Intellectual Property Rights arising in respect of Goods and Services provided pursuant to a Project not involving the design and delivery of a Website, from the date of delivery of those Goods or completion of those Services.
- 9.4 You acknowledge that, where drp does not own the Intellectual Property Rights in any Pre-existing Materials, Your use of those rights is conditional on You or drp obtaining a licence from the relevant licensor or licensors.
- 9.5 drp agrees to indemnify You and keep You indemnified against all or any costs, claims, damages or expenses incurred by You, from any claim by a third party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of any Pre-Existing Materials developed by drp.

Where the Project includes the design and delivery of a Website, then:

- 9.6 From the date of acceptance of the Website by You, drp hereby assigns to You all its Intellectual Property Rights in the Design Elements.
- 9.7 All Intellectual Property Rights in the Software Elements will, as between the parties, be the property of drp and, from the date of acceptance of the Website by You, drp grants to You a non-exclusive worldwide licence to use the Software Elements in connection with the Website, subject always to these Conditions and providing You do not:
- (a) sub-licence, sell, rent, lease, supply, distribute or transfer in any other way any of the Software Elements;

- (b) use the Software Elements in connection with any Website, application, script, computer program or software (other than the Website);
- (c) disassemble, decompile, reverse, translate or in any other manner decode the Software Elements; or
- (d) alter or adapt or edit the Software Elements.

9.8 The Third Party Works will be either (at the option of drp) supplied in accordance with the relevant licensor's standard terms for online use or supplied on licence terms notified by drp to You.

9.9 Notwithstanding any other Condition, the assignments and licences granted by drp are subject to the payment by You of all amounts owing to drp in full and on time. In the event that You owe any amount to drp and fail to pay that amount to drp within 14 days of receiving a notice requiring You to do so and specifying that the assignment will revert and the licences will terminate if the amount remains unpaid, then drp may immediately revert the assignments and terminate the licences granted by drp by giving written notice of reversion and termination to You.

9.10 drp may include the statement "Website Designed and Developed by drp " together with a link to drp's website on each page of the Website in a position and in a form to be agreed by the parties. You will continue to display such notice and link in any adapted version of the Website, and You will not remove any such notice and link from the Website without drp's prior written consent.

9.11 You grant to drp a non-exclusive worldwide licence to use any of Your Intellectual Property Rights in the Website for the purpose of marketing drp's services to third parties.

10. Health and Safety

10.1 You must ensure that personnel provided by drp including technical crews, should work no longer than 10 consecutive hours without adequate rest, and are entitled to a minimum of 11 hours consecutive rest in a 24 hour period. If you cause these period to be exceeded You will be asked to sign a disclaimer in favour of drp in respect of the breach of any applicable statutory, regulatory or other legal requirement.

10.2 To ensure safety procedures are adhered to, You shall be liable for any charges incurred by drp in addition to the Price for any additional personnel required to deliver the Project in situations where the Project requires a night or early hours build up, followed by a show. Such charges shall be agreed in writing in advance.

10.3 For on-site filming at Your or any third party premises or Venue arranged by You or on Your behalf, You must ensure at all time that the minimum Health and Safety requirements are adhered to. drp reserves the right on behalf of its employees, agents, subcontractors or representatives to refuse to continue to provide Services if they feel this is or will put them or, someone else at risk. drp's Health and Safety policy manual is available on request.

10.4 Without prejudice to any rights under this Contract, where we agree with You that a risk assessment should be carried out in respect of the Project or any part of the Project it is agreed that such risk assessment shall be reviewed jointly and either party shall be entitled to remove any activities from the Project if these are considered by such party to be too high risk.

10.5 drp reserves the right to refuse to provide the Services or work in a Venue, if in drp's opinion doing so will put it, its employees, agents, subcontractors or representatives or a third party at risk.

11. Quality

11.1 drp shall not be liable for any costs, charges or losses sustained or incurred by You directly or indirectly from:

11.1.1 Your, Your agent's, or any third parties actions or inactions (including suppliers engaged by drp on Your behalf) that have an adverse effect on the quality of the Project or prevent drp supplying the Goods or performing the Services.

- 11.1.2 reproductions of any Input Material provided by You, Your agent or any third party which were not at a standard required or format specified by drp for the Project; and
 - 11.1.3 a failure by the Venue to provide its services or from the quality of the Services performed by the Venue.
 - 11.1.4 Outside interference from You, Your agent or third party, whose actions and/or interference has an adverse effect on the quality of the project and prevents drp carrying out the project to the agreed specifications, particularly where advice from drp personnel is ignored.
 - 11.1.5 radio frequency interference of such things as radio microphones, computers, sound systems, projection units etc, caused by a substandard electrical supply, or radio frequency equipment; and
 - 11.1.6 poor quality reproduction of Input Material supplied by You or Your agent or third party, which is not at the standard required or specified for the Project.
- 11.2 drp reserve the right to charge You for any Additional Costs and Wasted Costs incurred by drp to re-shoot a video in circumstances where the quality of the first shoot was compromised by weather, lighting or any other Event beyond our control.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

13 Limitation of Liability

- 13.1 This condition sets out the entire financial liability of drp (including any liability for the acts or omissions of its employees, agent's, consultants, and subcontractors) to You in respect of:
- a) any breach of the Contract;
 - b) any use made by You of the Goods and/or Services, the Deliverables or any part of them; and
 - c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Clauses limits or excludes the liability of drp:
- a) for death or personal injury resulting from negligence including negligence of its employees, agent's or contractors; or

b) for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by drp; or

13.4 Subject to clauses 13.2 and 13.3

a) drp shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss or corruption of any data, database or software; or
- (vi) loss of contract.

b) drp's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Price paid for the Goods and Services and any Deliverables.

13.5 Subject to clauses 13.2 and 13.3 drp shall not be liable for any loss:-

13.5.1 arising from failure to provide any element of the Project as a result (either directly or indirectly) of Your failure to provide correct or complete instructions or Input Material; and

13.5.2 unless You notify drp in writing of any complaint regarding any Goods and/or Services within 14 days of an Event Date or other completion of a Project.

13.6 In respect of legal liability for death, injury or disease suffered by any person or damage to material property each party to the Contract shall be liable for their own actions and those of their employees and contractors.

13.7 Each party to the Contract shall maintain public (general) liability insurance which shall be valid in respect of the Project.

13.8 Where agreed with You drp will arrange event insurance to cover potential loss arising from disruption to the Event, as available in the insurance market. Such insurance shall be either:

- a) in the name of drp with You as a loss payee; or
- b) in joint names for our respective rights and interests;

and the cost of such insurance shall be included in the Itemised Budget and Price.

13.9 In respect of Event insurance, drp shall not be liable for any loss caused by Your breach of any policy condition and in connection with the arranging of any such insurance it is noted, understood and agreed that:

- a) drp are not carrying on insurance mediation by way of business; and
- b) drp are not giving You advice in respect of any insurance nor making any recommendation in respect of any insurance but if appropriate will seek such advice and recommendation from an intermediary or direct from an insurer authorised and regulated by the Financial Services Authority or an equivalent regulator if outside the UK.

13.10 If You decide that Event insurance is not to be arranged then we shall have no liability to You in respect of any loss sustained as the result the absence of Event insurance and You shall indemnify Us in respect of any loss, expense or liability suffered by drp which could have been covered by Event insurance had this been arranged.

13.11 In the absence of the above Event insurance being arranged at Your cost, drp shall be entitled to arrange its own insurance in respect of its own interest only at drp's sole expense and You will not be entitled to make any claim under such insurance.

13.12 Any items constructed, purchased or items held in storage for the client by drpgroup, are and will, remain property of the drpgroup at all times including any physical exhibit components. All items are based on a rental

agreement unless stated otherwise in an individual contract with the client. All bespoke designs remain the intellectual property of drpgroup although the design implementation is only to be used in conjunction with the specific clients requirements exclusively.

14. Data Protection

14.1 You and drp acknowledge that for the purposes of the Data Protection Act 1998, the You are the Data Controller and drp is the data processor in respect of any Personal Data.

14.2 drp shall process the Personal Data only in accordance with Your instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by You.

14.3 drp shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

14.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

14.5 drp warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

14.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected.

14.5.2 take reasonable steps to ensure compliance with those measures.

14.6 You agree to indemnify drp and keep drp indemnified and defend drp at its own expense against all costs, claims, damages or expenses incurred by drp or for which drp may become liable due to any failure by You or Your employees or agents to comply with any of Your obligations under this clause.

14.7 You acknowledges that drp is reliant on You for direction as to the extent to which drp is entitled to use and process the Personal Data. Consequently, drp will not be liable for any claim brought by a Data Subject arising from any action or omission by drp, to the extent that such action or omission resulted directly from Your instructions.

14.8 drp may authorise a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract:

14.8.1 is on terms which are substantially the same as those set out in this agreement; and

14.8.2 terminates automatically on termination of this agreement for any reason.

15. Termination

15.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract immediately on giving notice to the other if:

15.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

- 15.1.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - 15.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - 15.1.4 the other party 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; or
 - 15.1.5 the other party 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 [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party]; or
 - 15.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party;
 - 15.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
 - 15.1.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - 15.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - 15.1.10 a creditor or encumbrancer of the other party 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 its assets and such attachment or process is not discharged within 14 days; or
 - 15.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.4 to clause 15.1.10 (inclusive); or
 - 15.1.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business
- 15.2 On termination of the Contract for any reason:
- 15.2.1 You shall immediately pay to drp all of drp's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied for which no invoice has yet been submitted, drp may submit an invoice, which shall be payable immediately on receipt;
 - 15.2.2 You shall, within a reasonable time, return all of drp's Equipment. If You fail to do so, then drp may enter Your premises and take possession of them. Until they have been returned or repossessed, You shall be solely responsible for their safe keeping; and
 - 15.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 15.3 On termination of the Contract (however arising), the following Clauses shall survive and continue in full force and effect: clauses 7, 8, 9, 11, 12, 13, 14, 19, 23 and 24;

16. Events beyond Our Control

- 16.1 drp shall have no liability to You under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying on our business by an Event beyond our control.
- 16.2 drp shall have no liability for the failure of any bulb during an Event which shall constitute an Event beyond our control. Any costs incurred or associated with the replacement of a bulb (excluding the bulb itself) such as hire of a Venue's hoist, shall be at Your cost
- 17. Waiver**
- 17.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 18. Severance**
- 18.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 18.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
- 19. Entire Agreement**
- 19.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 19.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty whether made negligently or innocently).
- 20. Assignment**
- 20.1 You shall not, without the prior written consent of drp, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21. No Partnership or Agency**
- 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.
- 22. Rights of Third Parties**
- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 23. Notices**
- 23.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery at 1.00 am on the second business day after posting or by commercial courier to the other party and for the attention of the person specified in the Quotation, or as otherwise specified by the relevant party by notice in writing to the other party.
- 23.2 This clause 23 shall not apply to the service of any in any proceedings or other documents in any legal action.
- 23.3 A notice or other communication required to be given under the Contract shall not be validly served if sent by e-mail.

24. Governing Law and Jurisdiction

- 24.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.