

Interpretation

1.1 In these Conditions:

'CLIENT' means the person, firm or corporate body named on the Specification Sheet for whom Goode Projects Limited has agreed to provide the Services

'COMMENCEMENT DATE' means the date specified in the Specification Sheet

'CONTRACT' means the contract for the provision of the Services

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing, photograph, tape, computer disk or other device embodying any data

'INPUT MATERIAL' means any Document or other materials, any data or other information provided or generated by the Client relating to the Services

'OUTPUT MATERIAL' means any Document or other materials, any data or other information provided or generated by Goode Projects Limited relating to the Services

'PROJECT' means the project set out in the Specification Sheet

'SPECIFICATION SHEET' means the sheet to which these Conditions are attached

'SERVICES' means the service to be provided by Goode Projects Limited for the Client and referred to in the Specification Sheet

'GOODE PROJECTS LIMITED' means Goode Projects Limited of 33 Primrose Hill, Lydney, Gloucestershire GL15 5SF

'GOODE PROJECTS LIMITED'S CHARGES' means the charges shown in the Specification Sheet

'TERMINATION DATE' means the date stated in the Specification Sheet

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 References to persons shall include references to unincorporated associations, to the singular shall include references to the plural and to the masculine shall include references to the feminine and vice versa.

2. Appointment

2.1 The Client appoints Goode Projects Limited to provide the Services subject to these Conditions from the Commencement Date and Goode Projects Limited shall continue to provide the Services until termination of this Contract as provided in clause 10.

3. Supply of the Services

3.1 The Client shall at its own expense supply Goode Projects Limited with all necessary and relevant Documents or other materials and other information relating to the Services, within sufficient time to enable Goode Projects Limited to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

3.2 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Goode Projects Limited shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

3.3 The Services shall be provided in accordance with the Specification Sheet subject to these Conditions.

3.4 Goode Projects Limited may correct any typographical or other errors or omissions in the Specification Sheet or other document relating to the provision of the Services without any liability to the Client.

3.5 Goode Projects Limited may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable health and safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

4. Charges

4.1 Subject to any special terms agreed, the Client shall pay Goode Projects Limited's Charges and any additional sums which are agreed between Goode Projects Limited and the Client for the provision of the Services or which, in Goode Projects Limited's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

4.2 Goode Projects Limited's charges are only an estimate and Goode Projects Limited reserves the right to vary Goode Projects Limited's Charges but Goode Projects Limited will notify the Client in writing if the estimate is likely to be exceeded.

4.3 Where any change is made to the Services, the Client's requirements, the timescale of the Project, or the nature of the Project, Goode Projects Limited shall be entitled to vary Goode Projects Limited's Charges.

4.4 Travelling, subsistence expenses and any other additional expenses which are shown on the Specification Sheet or agreed between Goode Projects Limited and the Client for the provision of the Services or which, in Goode Projects Limited's sole discretion, are reasonable to charge will be itemised on Goode Projects Limited's invoice and charged to the Client in addition to Goode Projects Limited's Charges for the Services.

4.5 The Client shall arrange and pay for any hotel accommodation, airfares and similar expenses at the Client's sole expense. If the Client requests Goode Projects Limited to arrange such expenditure, Goode Projects Limited shall charge the cost of such expenses to the Client plus an additional administration fee of 15% of the cost.

4.6 The Client shall reimburse Goode Projects Limited for all materials, goods or services, including without limitation drawings, photography, models, mock ups, purchased by Goode Projects Limited and used in the course of the Services. Goode Projects Limited will obtain the prior consent of the Client before incurring such expenses except where such matters are of a minor and obvious nature, or are stated on the Specification Sheet, or the overall cost of such individual items does not exceed £150.

4.7 Goode Projects Limited shall be entitled to invoice the Client on a periodic basis or at other times agreed with the Client.

4.8 Goode Projects Limited's invoice shall be paid by the Client (without any set-off or other deduction) within the number of days, as stated on the Specification Sheet, of the date of Goode Projects Limited's invoice.

4.9 If any payment is not made on the due date, Goode Projects Limited shall be entitled, without limiting any other rights he may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 6% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full. Goode Projects Limited may also (without prejudice to his other remedies) cease performance of or terminate this and/or every agreement between Goode Projects Limited and the Client to which these terms and conditions apply.

5. Rights in Input Material and Output Material

5.1 The property and any copyright or other intellectual property rights in:

5.1.1 any Input Material shall belong to the Client

5.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and Goode Projects Limited, belong to Goode Projects Limited, subject only to the right of the Client to use the Output Material for the purposes of utilising the Services.

5.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by Goode Projects Limited, and all Output Material or other information provided by Goode Projects Limited which is so designated by Goode Projects Limited shall be kept confidential by the Client; but the foregoing shall not apply to any Documents, other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3 The Client warrants that any Input Material and its use by Goode Projects Limited for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify Goode Projects Limited against any loss, damages, costs, expenses or other claims arising from any such infringement.

6. Warranties and Liability

6.1 Goode Projects Limited warrants to the Client that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification Sheet and (where applicable)

at the intervals and within the times referred to in the Specification Sheet. Where Goode Projects Limited supplies in connection with the provision of the Services any goods (including Output Material) supplied by a third party, Goode Projects Limited 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 the goods to Goode Projects Limited.

6.2 If, in the sole opinion of Goode Projects Limited, the provision of the Services necessitates a specialist or expert being instructed in addition to Goode Projects Limited, Goode Projects Limited shall inform the Client that that is the case. It is for the Client to decide whether to instruct such a specialist or expert, and the Client shall not be entitled to charge Goode Projects Limited for that specialist or expert's costs or fees if instructed.

6.3 Goode Projects Limited shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.4 Except in respect of death or personal injury directly caused by Goode Projects Limited's negligence, or as expressly provided in these Conditions, Goode Projects Limited shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Goode Projects Limited, his servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client, and the entire liability of Goode Projects Limited under or in connection with the Contract shall not exceed the amount of Goode Projects Limited's charges for the provision of the Services, except as expressly provided in these Conditions.

6.5 Goode Projects Limited shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Goode Projects Limited's obligations in relation to the Services, if the delay or failure was due to any cause beyond Goode Projects Limited's reasonable control which shall include, without limitation, illness or incapacity of Goode Projects Limited.

6.6 The Services will not include advice or guidance on crowd management, crowd control or similar matters and Goode Projects Limited shall not be liable to the Client for any loss or damage suffered by the Client or a third party as a result of inadequate, inefficient or bad crowd management.

6.7 Where as part of the Services Goode Projects Limited makes recommendations to the Client, Goode Projects Limited will not perform or implement such recommendations, it is the sole responsibility of the Client to decide whether and how to implement such recommendations.

7. Obligations of the Client

7.1 Throughout the period of the Contract the Client shall afford Goode Projects Limited such access to the Client's premises and/or the site of the Project, the Client's information records and other material relevant to the Services as Goode Projects Limited may require to provide the Services. Further the Client shall:

7.1.1 advise Goode Projects Limited of the rules and regulations which are in force for the conduct of personnel at the Client's premises and/or the site of the Project;

7.1.2 make available such working space and facilities at the Client's premises and/or the site of the Project as Goode Projects Limited may reasonably require;

7.1.3 make available appropriate personnel to liaise with Goode Projects Limited;

7.1.4 advise Goode Projects Limited in writing of any risks or factors which may affect his health and/or safety in connection with the provision of the Services.

7.2 The Client undertakes that it will arrange and maintain (and on request shall produce copies of policies and receipts for premiums for) comprehensive insurance cover for the Project including adequate public liability insurance for injury or death of any attendees, participants, officials, Contractors including Goode Projects Limited, or spectators with an insurance company of good repute.

7.3 The Client undertakes to make at its own cost the necessary applications to any governing body, local authority or similar for a permit or permits in relation to the Project.

8. Obligations of Goode Projects Limited

8.1 During the Contract Goode Projects Limited shall unless prevented by ill-health devote such of his time attention and abilities to the Services as Goode Projects Limited acting reasonably shall deem necessary provided that nothing contained in this Contract shall preclude Goode Projects Limited from acting in a similar or any other capacity for any other person, firm or company.

9. Status of Goode Projects Limited

9.1 During the Contract Goode Projects Limited shall be an independent contractor and not the servant of the Client.

10. Termination

10.1 This Contract shall terminate automatically at the Termination Date unless Goode Projects Limited and the Client agree to extend this Contract.

10.2 The Client shall be entitled to terminate the Contract at any time by giving not less than 7 days' written notice to Goode Projects Limited.

10.3 Goode Projects Limited shall be entitled to terminate the Contract at any time by giving not less than 7 days' written notice to the Client.

10.4 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

10.5 Termination of this Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Contract as at the date of termination and, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect.

11. General

11.1 These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties and supersedes any previous agreement or understanding. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as has been notified pursuant to this provision to the party giving the notice.

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

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

11.5 This Contract shall not be amended, modified, varied or supplemented except in writing signed by Goode Projects Limited and by the Client or a duly authorised person on the Client's behalf.

11.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts

11.7 Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations under this Contract in the event of national emergency, war or any cause beyond the reasonable control of the parties. If either party is unable to perform its duties and obligations under this Contract as a direct result of one of those reasons all money then due under this Contract shall be paid immediately.