



Stanford Logistical Support Ltd Standard Terms and Conditions of Business

The following Conditions comprise the standard terms of business of Stanford Logistical Support Ltd and all work undertaken by the company shall be on these terms to the exclusion of any others unless specified in writing and signed for and on behalf of the Client and by a director for and on behalf of the Company. In accepting the Proposal and engaging the Company these Conditions shall be deemed to have been accepted by the Client on its own behalf and for and on behalf of each and every guest.

Definitions

'the Client'	The individual, business or corporate body for whom the Proposal is prepared and the Services are provided
'the Company'	Stanford Logistical Support Ltd (SLS Ltd.) including where applicable its employees, suppliers, servants, agents or sub-contractors acting on behalf of the Company
'the Parties'	The Parties to this agreement (the Client and the Company)
'the Conditions'	The provisions set out below which shall be incorporated into the contract
'the Contract'	The agreement between the Company and the Client to perform the Services as set out in the Proposal. The Contract is either written confirmation from the Client, or documentation raised by the Company illustrating the Services to be provided by the Company. The Contract must be signed by an authorised signatory for and on behalf of the Parties.
'the Event'	The occasion and period during which the Company will be engaged to provide Services as set out in the Proposal. Including the build, event, and de-rig periods
'the Guests'	The invitees of the Client to take part in the Event
'the Price'	The fee due to the Company from the Client in payment for the Services and the payment terms associated with that price
'the Proposal'	The letter, email, quotation and/or documents from the Company to the Client giving details of the Event, setting out the Services offered by the Company to the Client including the price
'the Service'	The work to be undertaken by the Company to organise the Event in accordance with the Proposal
Variation Orders	Additional services requested by the Client and not included in the Proposal will generally be supported by a Variation Order and will be payable within 30 days of the Event date.
Equipment and Accessories	Equipment and Accessories represents any tools, mechanical equipment, mechanical lifting and access equipment, rental hardware, and accessories used to create the Event

overlay • look • fit-out

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The Price

The price payable for the Services shall be as set out in the Proposal (subject to adjustments made in accordance with paragraph 10 below)

The Payment Terms

The payment terms are as follows:

50% deposit payable to confirm the Services of the Company

40% payable at least 4 weeks prior to the first installation of the event

The balance of the Price, less the deposit, shall be payable within 14 days of the Event having taken place.

The company reserves the right to charge interest on outstanding amounts not paid within the 14 days stated above, or not paid within any other agreed payment terms, at the rate of 4% a year above the base lending rate of Barclays Bank.

These payment terms will apply unless overridden by the terms of the contract or a change to these payment terms is agreed in writing by an authorised representative of the Company

Cancellation by the Client

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

No. days prior to first installation	Amount of cancellation fee payable
28 days +	50%
8-27 days	75%
1-7 days	100%

Cancellation by the Company

The Company reserves the right to cancel the Event if:

Payment has not been received by the Company 5 working days prior to the Event. In accordance with the Payment Terms defined in paragraph 3 above,

Due to circumstances beyond the control of the Company including but not limited to war, riot, industrial dispute or fire and in such circumstances the Company shall have no liability to make any payments to the Client or refund any part of the Price.

Postponement and Changes in the Event

Whilst every effort is made by the Company to carry out the Services in accordance with the Proposal the Company retains the right to postpone or change the



specification or nature of the Services if this is necessary due to circumstances beyond its control including but not limited to adverse weather condition, unavailability of suitable staff, equipment or the original venue. In such circumstances the Company will notify the Client as soon as reasonably practicable of such changes and will agree any changes to the price arising directly as a result of changes to the specification or nature of the Services.

Power

Where the Company has been engaged to provide power and power distribution services every effort will be made to ensure power assessments have been carried out prior to the Event. The Company cannot be held responsible for power failure beyond its reasonable control.

The Company's Authority at the Event

The Client agrees on its own behalf and on behalf of every guest:

- that the opinion of the Company is final in regard to matters of safety
- to comply with any requests or order made by the Company in the interest of safety however expressed
- to comply with any reasonable instruction given by the Company for any reason

The Company reserves the right to request any Guest to leave the Event if in the opinion of the Company the Guest is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each and every Guest. In such circumstances the Company will be under no liability to the Client or the Guest in respect of any refund of the Price or compensation for any cost or damage which may be incurred by the Client or the Guest.

Liability of the Client for Loss or Damage

The Client agrees that in the event of loss or damage being caused to any facilities, vehicles or equipment of whatsoever nature supplied by the Company for the purpose of the Event, the Client will be liable for the facilities and each and every vehicle or piece of equipment so lost or damaged.

Liability of the Company for Damage

The Company agrees to exercise all reasonable skill and care in the provision of the Services in accordance with the terms of the Proposal in organising the Event. The Company has no liability to the Client or any Guest (other than liability for death or personal injury of a Guest resulting from the Company's negligence) for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at the Event to the Client or Guest or the property of the Client being made on the terms and conditions of such insurance a copy of which is available on request.

Personal Accident Insurance covering the Event is not included in the Price but can be arranged on request.



Alterations in the Price

Additional services requested by the Client and not included in the Proposal will generally be supported by a Variation Order and will be payable within 30 days of the Event date.

Change to Scheduled Timings

In the event of scheduled timings, specification, and criteria being changed howsoever arising the Company retains the right to make additional charges to the Client for accommodation, subsistence, transportation, additional equipment hire, labour and miscellaneous costs.

Staff

The Client is responsible for supplying the following for staff supplied by the Company:

- Facilities for washing and changing, adequate meals and liquid refreshment throughout the build, Event and de-rig periods
- A safe working environment, which complies with Government legislation and guidelines in place at the time of the Event

Force Majeure

Whilst every effort will be made by the Company to carry out any order, the full performance of it is subject to variation or cancellation by the Company consequent on Act of God, War, Strikes, Riots, Fire, Floods, Theft, Vandalism, Restrictions on the use of Transport or any other cause beyond the control of the Company, including damage to the Equipment allocated to the contract which the Company was unable to make good in time.

Liability

The Company accepts no liability whatsoever in respect of third party claims or for consequential loss or damage of any kind and the Client shall indemnify the Company against third party claims unless such liability be caused by faulty materials or workmanship or negligence on the part of the Company.

The Company accepts no liability whatsoever in respect of any malfunction of the Equipment if the duration of the hire or numbers utilising the Equipment exceeds that stated in the Proposal.

Title/Ownership

The Equipment and Accessories remain the property of the Company at all times. The Client will allow the Company reasonable access to the Equipment during the hire period.

The Client shall keep the Equipment and Accessories in his/her own possession and control and free from all legal processes and undertakes that no mortgage deed, bill of sale or any other legal instrument or private arrangement whatsoever shall be exercised whereby other person, lien or company other than the Company shall acquire any lien or rights whatsoever in connection with the Equipment.



Subletting

The Client will not sublet or re-hire Equipment without the expressed written permission of the Company.

The Equipment

The Client shall indemnify the Company and be responsible for all expenses involved arising from any breakdown, wilful damage and any loss incurred by the Company due to negligence loss and/or misuse of the Equipment by the Client on a time and replacement cost basis currently in use by the Company at the time. The Client shall not remove the Equipment from the site or position it was delivered or consigned to without agreement in writing by the Company.

Project Documentation

The Project Documentation, Proposal, Project and Site Plans, produced by the Company are the property of Stanford Logistical Support Ltd and have been specifically prepared on your behalf. It includes information, advice, recommendations and prices that are of a strictly confidential nature. The document is tendered on the express understanding that its contents are copyright and that the ideas and proposals expressed in it are, and remain, the intellectual property of Stanford Logistical Support Ltd.

It should be understood that no information contained in the Project Documentation, Proposal, Project and Site Plans should be divulged to any third party without prior written consent. In instances where a breach of this copyright is brought to our attention, please be advised that it is company policy to take necessary actions to protect our intellectual property in the event of imitation or any other such use of the content of this and similar documents.

Notes

- All prices are subject to VAT at the rate specified by HMRC
- Please ensure that access is available at the times stated.
- We carry £10million Public and Product Liability Insurance.
- The Client is responsible for the insurance of the equipment whilst on site and unattended by Stanford Logistical Support Ltd representatives, please ensure that you have sufficient cover.