

ROYAL ARMOURIES (INTERNATIONAL) plc TERMS & CONDITIONS
Agreement for occupancy of any part or parts of The Royal Armouries Museum
& NEW DOCK Hall ("the Premises")

INTRODUCTION AND DEFINITIONS

Royal Armouries (International) plc ("RAI") undertakes corporate entertainment and event management at the Royal Armouries Museum (the "Museum") in Leeds and NEW DOCK Hall ("New Dock") adjacent to the Museum. Your contract will be with RAI and you will be referred to hereafter as the "Client". If the event uses parts of both the Museum and New Dock, the Event Contract will deal with each area separately.

For absolute clarification and the avoidance of doubt the Client has no contractual relationship with the Trustees of the Royal Armouries (the "Trustees") who are a charitable body (entirely distinct from and unconnected to RAI), and whose role is the operation of the Museum and its exhibits as a visitor attraction and educational facility.

1.FORMATION OF THE EVENT CONTRACT AND PAYMENT TERMS

1.1 All orders accepted by RAI shall be based upon these Conditions which supercede and override any terms or conditions proposed or stipulated by the Client.

1.2 If the Client places an order with which RAI wishes to proceed, an Event Contract (the "Event Contract") will be sent to the Client containing details of the booking and event. The Event Contract in conjunction with these Conditions shall form the basis of the contract between RAI and the Client. In the event of any conflict or inconsistency between these Conditions and the terms of the Event Contract, the terms of the Event Contract shall prevail. No variations shall be binding unless agreed in writing between authorised representatives of RAI and the Client.

1.3 If the Client is satisfied, they should sign and date the Event Contract and return it along with a non-refundable deposit in the amount stated in the Event Contract or where none has been specified, in the following amounts:

1.3.1 Where the value of the event is to be calculated by reference to a "Day Delegate Rate", the deposit payable shall be calculated as £10+VAT by the greater of the minimum contracted or estimated number of delegates attending the event

1.3.2 Where the event lasts for two days or more (including time to set up and clear down the event) or where RAI designates the event as an 'exhibition', the following payment schedule will apply:

1.3.2.1 An initial 10% deposit of the estimated total value of the event (inclusive of VAT) payable immediately in cleared funds

1.3.2.2 A second deposit instalment of 20% of the estimated total value of the event paid no less than 9 (nine) months before the commencement of the event.

1.3.2.3 A third deposit instalment of 40% of the estimated total value of the event paid in cleared funds no less than 6 (six) months before the commencement of the event.

1.3.3 Where the event is a pre-booked Christmas Party or similar style of event the

deposit payable shall be calculated as £15+VAT multiplied by the greater of the minimum contracted or estimated number of guests attending the event

1.3.4 In all other cases, the deposit payable shall be calculated as the greater of 30% of the total estimated value of the event (inclusive of VAT) as per the Event Contract, or £1,500+VAT

1.4 A binding Contract is created on the earlier of when either the signed Event Contract or the deposit sum has been received and acknowledged by RAI.

1.5 In the event that the deposit has not been received in cleared funds within 7 days of the date of receipt of the Event Contract by RAI or no later than 14 days prior to the date of the event, then RAI reserves the right to cancel the booking in which case it will be deemed to have been cancelled by the Client.

1.6 An invoice for the remaining balance of the total estimated value of the event (inclusive of VAT) shall be despatched and payable as follows:

1.6.1 Where an event has been deemed an Exhibition by RAI under clause 1.3.2 this final invoice shall be raised after the third deposit instalment, and must be settled in full by cleared funds no less than 28 days prior to the event. If this term is not observed, RAI reserves the right to cancel the booking, in which case it will be deemed to have been cancelled by the Client.

1.6.2 Where the booking is made less than 28 days before the date of the event an invoice will be raised based on the full estimated value of the event. This invoice must be settled in full by cleared funds no later than 14 working days before the date of the event.

1.6.3 Where the event is a pre-booked Christmas Party the final invoice will be raised and must be settled in full by cleared funds to be received no later than 14 days before the event is due to take place

1.6.4 In all other cases an invoice will be raised 28 days prior to the event, and must be settled in full by cleared funds within 14 days.

1.6.5 Final payment of incidentals will be payable on the day of the event as detailed in the final reconciliation invoice. Payment will only be accepted by authorised debit or credit card, or for sums less than £5,000 cash is acceptable. Please note cheques will not be accepted.

1.7 All prices quoted are subject to VAT at the rate in force at the time. RAI reserves the right to alter prices on reasonable written notice to take into account any changes in the costs to RAI of providing an event which are due to any factor beyond the control of RAI (to include, but without limitation, any alteration in the rate of VAT, foreign exchange fluctuations or significant increases in the cost of labour, materials or other services).

1.8 In addition to any other remedy which RAI has under these Conditions and any statute in force from time to time, RAI reserves the right to charge interest on any unpaid balances at the rate of 4% above the base rate of Barclays Bank plc from time to time.

2.CANCELLATION BY THE CLIENT

2.1 Where an Event Contract includes an element of room hire, and/or RAI has contracted to supply an outsourced service such as a band or DJ (this list being

by no means exhaustive and shall extend to cover any item, service or material that RAI is thereby contracted to pay for), these elements of the Event Contract are subject to a 100% cancellation charge if the Client cancels the event or any part of the event.

2.2 Where cancellation is deemed to have been effected by the Client under clauses 1.5, 1.6, 3.1, 4.1, 4.2, 8 and/or 9, the Client shall in addition to the deposit(s) already paid, pay RAI a cancellation fee based on the total price payable for the event as it stands at the time of cancellation under the Event Contract plus any additional items requested since the original Event Contract (making the "Total Charge"). The following list presents the sliding scale of cancellation fees payable, based on a percentage of the Total Charge and the date of cancellation in relation to the contracted date of the Event:

2.2.1 100% less than 21 working days prior to the event.

2.2.2 90% between 21 and 42 working days (inclusive) prior to the event.

2.2.3 75% between 43 and 63 working days (inclusive) prior to the event.

2.2.4 60% between 64 and 126 working days (inclusive) prior to the event

2.2.5 30% in excess of 127 working days prior to the event.

2.3 Cancellation of a confirmed event must be made either by letter, fax or email to RAI. Date and time of receipt will determine the cancellation charge.

2.4 In addition to the total charge RAI also reserves the right at all times to claim any and all losses (to include loss of revenue from catering, bar spends and parking) caused by any cancellation and this should be noted particularly in regard to those events which have been designated as 'exhibitions' or 'banquets' where the revenue loss to RAI may greatly exceed the price for the event as it stands per the Event Contract at the date of cancellation.

2.5 If cancellation charges arise by way of a cancellation, RAI will at all times seek to mitigate its losses. Any amount mitigated will be refunded to the Client, but only after the Client has settled all cancellation sums in full in cleared funds.

3. CANCELLATION BY RAI

3.1 RAI reserves the right to cancel the booking if any of the following situations arise (this list is by no means exhaustive):

3.1.1 the Client becomes insolvent or subject to bankruptcy proceedings, receivership or administrative receivership.

3.1.2 the Client is in arrears or threatens to be in arrears with any payment at any time prior to the event.

3.1.3 the booking would damage the Museum's, New Dock's or RAI's reputation, such decision to be at the sole discretion of RAI.

3.1.4 the Client is in breach of Health & Safety legislation in any aspect of its event.

3.1.5 the Client distributes any unacceptable or unapproved promotional materials, in whatever medium they are presented.

In which case, the Client will be deemed to have cancelled the booking.

3.2 Notwithstanding the situation where RAI cancels the contract and it is deemed to have been cancelled by the Client under sections 1.5, 1.6, 3.1, 4.1, 4.2, 8 or 9, RAI also reserves the right to cancel an event for any reason on giving 7 days written notice to the Client in which case all monies paid to RAI by the Client will be refunded forthwith and RAI shall have no further obligation to the Client whatsoever and vice versa.

4. GUEST NUMBERS AND ALTERATIONS

4.1 Confirmation of the final numbers attending the event and final material requirements (the "Final Figures") must be notified to RAI at least 14 days prior to the date of the event. If the Final Figures differ from the details contained in the Event Contract, RAI reserves the right to review and if necessary amend the Event Contract price accordingly. In the event that an extra charge is incurred it must be paid prior to the date of the event. In the event that the extra charge is not so paid then RAI reserves the right to cancel the booking in which case it will be deemed to have been cancelled by the Client.

4.2 Any alterations after this date (i.e. 14 days prior to the date of the event) may be allowed at the sole discretion of RAI but any additional charges must be paid in cleared funds before the date of the event. In the event that the extra charge under this section 4.2 is not so paid then RAI reserves the right to cancel the booking in which case it will be deemed to have been cancelled by the Client.

4.3 If the Client alters the booking so that the Final Figures are lower than those contained in the Event Contract RAI nevertheless reserves the right to charge the contracted price contained in the Event Contract.

4.4 Any additional charges incurred during the course of the event shall be paid by cash (subject to a maximum of £5,000), credit or debit card on the day of the event if the event is in RAI's opinion an exhibition or a credit account facility has been declined by RAI as per clause 1.7.

5. LOSS AND DAMAGE

5.1 The Client shall be liable for and shall indemnify RAI against any loss or damage caused to the Premises, its furniture, fixtures or equipment which may arise as a result of the event or from items brought onto the Premises or any negligent actions undertaken by the Client, their guests, staff, contractors, agents or otherwise. The Client shall ensure that no signs or other articles are attached to the walls or other surfaces. RAI can accept no responsibility for the property of the Client or their guests. Cloakrooms can be provided upon request.

6. LIABILITY

6.1 RAI shall have no liability to the Client for any loss of profit, special or consequential loss, expenses, costs or other claims arising out of or in connection with the provision of any goods or services pursuant to this agreement and (except in respect of death or personal injury resulting from the negligence of RAI) the total liability of RAI for any loss of the Client in respect of an event shall not exceed the price payable by the Client for that event.

6.2 RAI shall not be liable for any delay in performing or failure to perform its obligations as a result of fire, strikes, industrial disputes, shortage of food supplies or labour, power failure, lock-out, impaired access/egress to/from the Premises or any other cause beyond the control of RAI.

7. PREMISES REGULATIONS

7.1 No food or drinks (including food or liquid prizes, gifts, donations or such similar) may be consumed on the Premises except for the food and drinks supplied by RAI under the Event Contract.

7.2 Appropriate dress is to be worn at all times whilst on the Premises.

7.3 Full payment of the Event Contract price shall entitle the Client to use of the toilet facilities and the other public areas as designated within the Event Contract.

7.4 Access is not permitted to any other part of the Premises, other than the relevant suite(s), toilet facilities and the necessary access to and from the suite(s).

7.5 The Client agrees to keep all gangways, passages and staircases entirely free from any temporary or permanent obstruction of any nature or sort.

7.6 No large or heavy items of equipment or objects may be brought onto the Premises and/or suite(s) without the express consent of RAI.

7.7 The Client shall be responsible for the orderly conduct of any event and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement to any of RAI's operational licences.

7.8 The Client and its contractors and agents working on site must adhere to RAI's documented site safety conditions.

7.9 The Client will always comply with the statutory laws concerning licensing, smoking and entertainment provisions relevant to the event.

8. HEALTH AND SAFETY

8.1 Before the Client, its contractors or agents bring any equipment onto the Premises or perform any preparatory work for an event, a health & safety policy must be submitted for each party upon payment of the deposit accompanied, where requested, by a valid method statement and risk assessment of the work to be done. No such preparatory work may commence until the deposit has been received by RAI in cleared funds. The Client has a statutory duty to ensure that it will operate in a safe manner on Premises, with a duty of care extending to its employees, those of RAI and all other people who may be exposed to their operations. Each contractor will be required to demonstrate they have public and products liability insurance valid during their entire time on site to the value of no less than £2,000,000.

8.2 It is the Client's responsibility to ensure that all electrical items brought onto site carry a valid Portable Appliance Test certificate. Any items without a valid certificate are not permitted to be used on site and the performance of any

unsafe actions in general may lead to the cancellation of the event by RAI in which case the Client will be deemed to have cancelled the booking.

9. PROMOTION AND NATURE OF THE EVENT

9.1 The Trustees welcome events to the Royal Armouries Museum; however, as it is a National Museum of world-wide renown, the Client is bound by certain conditions stipulated by the Trustees to preserve their reputation. Accordingly the Client's promotional material is expressly forbidden from including any indication, whether express or implied, that the event is in any way organised, directed or endorsed by either RAI or the Trustees. In addition, the Client shall not use the Museum logo or any graphic images or trademarks, copyright or intellectual property or images of the Museum without the express prior written permission of RAI. If, in RAI's reasonable view, the Client is in breach of any of these conditions, the event may be cancelled by RAI in which case the Client will be deemed to have cancelled the booking.

10. AGENCIES AND EVENT MANAGERS

10.1 Where an agent or event manager or similar is acting on behalf of a Client and they have formed the Event Contract with RAI, then the agent, event manager or similar will be deemed to be the contracted party (and hence the Client) and thereby will be invoiced by RAI in accordance with the relevant clauses of sections 1, 2 and 3. Furthermore, the agent, event manager or similar (now referred to as the Client) will be the party bound by all terms and conditions contained herein.

10.2 RAI pays 8% commission (inclusive of VAT) only on room hire and pre-booked food. If the contracted party is seeking such a commission claim, RAI will raise a purchase order and settle this separately with receipt of a valid commission claim invoice which quotes and matches this purchase order.

10.3 No commission sums are allowed to be deducted from any sums payable to RAI under the Event Contract.

11. GENERAL

11.1 Whilst RAI has taken all reasonable steps to make sure that brochures, tariffs, and literature are correct RAI reserves the right to alter, substitute or withdraw any service or facility without notice.

11.2 Any waiver by RAI of its rights under these Conditions in respect of any particular transaction or series of transactions shall not be deemed an agreement to confer the same concessions in respect of any further transactions.

11.3 The law applicable to this contract is English law and both parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales