

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### relating to group bookings for tourist attractions

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

##### DEFINITIONS:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Booking:** the Customer's Booking for any event or attraction.

**Booking Form:** the form issued by the Supplier to the Customer for the Booking.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

**Commencement Date:** the date on which the Services commence.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.5.

**Contract:** the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer:** the company or entity to whom the Supplier provides the Services.

**Supplier Materials:** any materials owned by the Supplier provided to the Customer for the sole purpose of carrying out the Services.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Services:** the group tour services to be provided by the Supplier under the Contract, as set out in the Specification.

**Specification:** the description or specification for the Services agreed in writing by the Customer and the Supplier.

**Substantial Change(s):** a change of date or reduction in the number of Booking attendees by 25% or more of the original number of attendees.

**Supplier:** The Continuum Group Limited registered in England and Wales with company number 01969044.

##### 1.1 Interpretation:

Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:

is a reference to it as it is in force as at the date of this Contract; and

shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** includes email but not fax.

#### 2. BASIS OF CONTRACT

2.1 The completed Booking Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Supplier reserves the right to issue separate Booking Forms and payment terms during special events.

2.3 The Booking shall only be deemed to be accepted on the receipt and written approval of the Customer's fully completed and signed Booking Form by the Supplier, either by email or postal copy.

2.4 The Customer must confirm the final number of attendees to the Supplier for any Booking a minimum of 21 Business Days before the commencement of that Booking.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

#### 3. SUPPLY OF SERVICES

3.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.

3.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Booking Form or that the Customer notifies to the Supplier but time is not of the essence in relation to any of those performance dates.

3.3 The Supplier reserves the right to amend the Booking Form if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

#### 4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Booking Form are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (e) inform the Supplier in writing as soon as possible of any event attendee who has any medical condition, disability or similar and if the Supplier is unable to safely accommodate the attendee accordingly, the Supplier reserves the right to decline or cancel the Booking.

4.2 The Customer procures that the event attendees will comply with this clause 4.2 and agrees to fully indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the event attendees non-compliance with the following:

- (a) No alcohol, food or beverages may be brought into the attraction;
- (b) No loss or damage must be caused to the attraction by an event attendee; and

(c) If appropriate behaviour is not observed, the event attendee may be asked to leave the attraction.

4.3 In the event that damage or loss is caused under clause 4.2, the Customer agrees to fully indemnify the Supplier for such costs.

4.4 The Customer acknowledges that the Supplier accepts no responsibility for any losses or damage to the personal items of any attendees.

4.5 If an event attendee wishes to raise a complaint, the event attendee must do so to the Customer who will then inform the Supplier. The Customer will then act as a mediator between the Supplier and the event attendee and the Customer will provide any Supplier correspondence to the Customer.

4.6 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.6(b); and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

#### 5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be set out in the Booking Form, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Supplier, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 The Supplier may, at its discretion, offer credit facilities. Such terms will be provided separately by the Supplier on a case-by-case basis.

5.3 Non-credit Customers are required to pay a 50% deposit to the Supplier no later than 21 Business Days prior to the event date set out in the Booking Form. The remaining balance is to be paid no later than 7 Business Days prior to the event (**Due Date**).

5.4 If the Customer wishes to make a Substantial Change to any Booking, the Customer must notify the Supplier verbally and then in writing.

5.5 If the Customer wishes to cancel any Booking, it must do so in writing to the Supplier no later than 21 Business Days prior to the event.

5.6 For any cancellations or Substantial Changes made before 21 Business Days of any Booking, the Supplier will recalculate the cost of the same and provide the Customer with an amended invoice, less the deposit already paid by the Customer.

5.7 For any cancellations or Substantial Changes made within 21 Business Days of any Booking, the following cancellation charges will be payable by the Customer:

- (a) 50% of the Booking amount for cancellations made within 15–21 Business Days of the event;
- (b) 75% of the Booking amount for cancellations made within 8–14 Business Days of the event; and

(c) 100% of the Booking amount for cancellations made within 7 Business Days of the event.

5.8 If the Customer fails to pay the full balance of any Booking on the Due Date, the Supplier reserves the right to cancel the Booking and the Customer will be liable to pay the cancellation charge as set out in clause 5.7, in addition to any other sums already paid.

5.9 In the event that the Supplier cancels or makes Substantial Changes to any Booking, the Supplier will notify the Customer in writing and, where possible, offer an alternative date or alternative Booking. Where a suitable alternative is offered, no compensation or other monetary claim will be available.

5.10 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Supplier and its licensors shall retain ownership of all Intellectual Property Rights howsoever arising in the Supplier Materials.

6.2 For the purposes of providing the Services for the term of this Contract, the Supplier grants the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable, revocable licence to use the Intellectual Property Rights, including the use of the Supplier's logo and imagery.

## 7. INDEMNITY

7.1 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier by a third party arising out of, or in connection with, the supply of the Services.

7.2 This clause 7 shall survive termination of the Contract.

## 8. DATA PROTECTION

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

8.2 The Supplier does not consent to the Customer appointing any third party processor of Personal Data under this agreement.

## 9. INSURANCE

During the term of the Contract, the Customer shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Supplier's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 10. TERMINATION

10.1 Without limiting or affecting any other right or remedy available to it, the Supplier may terminate the Contract:

- (a) with immediate effect by giving written notice to the Customer if:
  - (i) there is a change of control of the Customer; or
  - (ii) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) for convenience by giving the Customer three months' written notice.

10.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## 11. CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately return to the Supplier all Supplier Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or delivered, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- (b) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

11.2 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.3 On termination of the Contract, the licence granted to the Customer by the Supplier under clause 6.2 will be terminated.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 12. GENERAL

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 1 month, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

### 12.2 Assignment and other dealings.

- (a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### 12.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives,

contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

12.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 12.7, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

### 12.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the addresses specified below:

Customer:

Supplier:

- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### 12.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.