

INVOICE TERMS AND CONDITIONS

1. Application

1.1 These Terms and Conditions shall apply to the purchase of the Booking detailed on the Invoice provided to you ("Booking") by you ("Client") from SPM Group Ltd a limited company registered in England under number 10058348 whose registered office is at 37 Ivor Place, London, NW1 6EA ("Organiser") and to the payment of this invoice. No other terms and conditions shall apply to the sale of the Booking or to this invoice unless agreed upon in writing between the Client and Organiser.

2. Interpretation

2.1 A "business day" means any day other than a Saturday, Sunday or bank holiday.
2.2 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.
2.3 Words imparting the singular number shall include the plural and vice-versa.

3. Booking

3.1 The description of the Booking is as set out in the Organiser's invoice and Sales Pack. In accepting this Invoice the Client has acknowledged that it does not rely on any other representations regarding the Booking save for those made in writing by the Organiser.

3.2 The Organiser reserves the right to make any changes in the specification of the Booking which are required to conform to any applicable safety or other statutory or regulatory requirements.

4. Price

4.1 Subject to sub-Clause 4.2, the price ("Price") of the Booking shall be that detailed in the Invoice accepted by the Client.

4.2 Any increase in the cost of the Booking to the Organiser due to any factor beyond the Organiser's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, shall be absorbed by the Organiser.

5. Basis of Sale

5.1 The Invoice constitutes written acceptance and confirmation by the Organiser of the Client's order for the Booking.

5.2 The Invoice is a contractual offer to sell the Booking which the Client has accepted. The Organiser and the Client have entered into a contract for the sale of the Booking.

6. Payment

6.1 The Client shall pay the Price stated in the invoice within 30 days of the date of this invoice or otherwise in accordance with any credit terms agreed between the Organiser and the Client.

6.2 Payment must be made by the Client notwithstanding that delivery may not have taken place.

6.3 If the Client fails to make payment within the period in sub-Clause 6.1, the Organiser shall charge the Client interest at the rate of 8% per annum above the Bank of England base rate on the amount outstanding until payment is received in full.

6.4 All payments must be made in GBP Sterling unless otherwise agreed in writing between the Organiser and the Client.

7. Delivery

The Organiser will deliver the Booking to the Client on the date as specified in the Invoice.

8. Cancellations

8.1 Booking may not be cancelled without the prior written agreement of the Organiser.

8.2 Should cancellation be agreed between the Client and the Organiser, cancellation fees will apply:

(a) If cancelling the Booking 90 days or more prior to the event a 60% cancellation fee will apply.

(b) If cancelling the Booking between 61 - 90 days prior to the event a 70% cancellation fee will apply.

(c) If cancelling the Booking between 31 - 60 days prior to the event an 80% cancellation fee will apply.

(d) If cancelling the Booking within 30 days of the event a 100% cancellation fee will apply.

8.3 If the Organiser is able to resell the Booking for all or part of the booking cost, the Client shall be liable to pay any shortfall between the total charges and the resell payment

9. Risk and Title

9.1 The Client's right to a full refund of the Booking shall apply if:

(a) the Organiser commits a material breach of its obligations under these Terms and Conditions;

(b) the Organiser is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

(c) the Organiser enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

(d) the Organiser convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Organiser, notice of intention to appoint an administrator is given by the Organiser or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Organiser or for the granting of an administration order in respect of the Organiser, or any

proceedings are commenced relating to the insolvency or possible insolvency of the Organiser.

10. Rights, Warranties and Liability

10.1 Subject to these Terms and Conditions all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

10.2 The Organiser shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Client for whatever reason.

10.3 The exclusions of liability contained within this Clause 10 shall not exclude or limit the liability of the Organiser:

- (a) for death or personal injury caused by the Organiser's negligence;
- (b) for any matter for which it would be illegal for the Organiser to exclude or limit its liability; and
- (c) for fraud or fraudulent misrepresentation.

11. Data Protection

11.1 All personal information that the Organiser has used or may use has been or will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.

11.2 For complete details of the Organiser's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Organiser's Privacy Notice available from britishgbtawards.com

12. Communications

12.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
- (b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- (c) on the fifth business day following mailing, if mailed by national ordinary mail; or
- (d) on the tenth business day following mailing, if mailed by airmail.

12.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

14. No Waiver

No waiver by the Organiser of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Organiser and the Client relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.