

**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

OF

**INNOVATIVE VENTURES LIMITED T/A WEFINDVENUES.COM**

## BACKGROUND

- (A) The Supplier is in the business of providing a marketplace for event venues, providing details of actual event facilities offered by venues on specific dates or date ranges and for a specified price.
- (B) The Venue wishes to obtain and the Supplier wishes to provide the services on the terms set out in this agreement.

### 1. INTERPRETATION

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

#### 1.1 Definitions:

**Business:** The business of the Supplier is that of finding and booking of venues for events across the United Kingdom and subject to variation from time to time in accordance with the provisions of this agreement

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

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

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.5.

**Contract:** the contract between the Supplier and the Venue 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 person, company or firm whom makes a Reservation with the Venue.

**Data Controller:** has the meaning set out in section 1(1) of the Data Protection Act 1998.

**Data Subject:** an individual who is the subject of Personal Data.

**Fee:** the fee payable to the Supplier by the Venue on the acceptance to the terms of this agreement for its introduction to the Site and in accordance with clause 5.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in

designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

**Parties:** the Supplier and the Venue.

**Personal Data:** has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Venue is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

**Processing and process:** have the meaning set out section 1(1) of the Data Protection Act 1998.

**Promotional Period:** The time period by which a Venue is not obliged to pay the Fee. This being at the discretion of the Supplier and dependent upon its notification to the Venue on the date of this contract.

**Reservation:** the Customer's confirming a booking with the Venue.

**Restricted Period:** the duration of this agreement and the period of 12 months following the termination of this agreement.

**Services:** the services supplied by the Supplier to the Venue.

**Supplier:** Innovative Ventures Limited t/a wefindvenues.com incorporated and registered in England and Wales with company number 07974997 whose registered office is at 24 Medway Wokingham, Berkshire RG41 3TP

**Venue:** The person, company, firm or representative accepting the terms of this agreement by either confirming in writing the acceptance of these terms, by entering into a course of dealings with the Venue or accepting the terms whilst signing up to the Services.

**Venue Default:** has the meaning set out in clause 4.2.

1.2 Interpretation:

1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.4 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.

1.5 A reference to **writing** or **written** includes faxes and emails.

## **2. BASIS OF CONTRACT**

2.1 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

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

2.3 For the avoidance of doubt, the contract in relation to the Reservation shall be between the Customer and the Venue only and shall not include the Supplier. The Reservation does not give rise to the Customer or the Venue any rights under the (Rights of Third Parties) Act 1999 to enforce any term of the Reservation against the Supplier.

## **3. SUPPLY OF SERVICES**

3.1 The Supplier shall supply the Services to the Venue in accordance with this contract in all material respects.

3.2 The Supplier warrants to the Venue that the Services will be provided using reasonable care and skill.

## **4. VENUE'S OBLIGATIONS**

4.1 The Venue shall:

- (a) ensure that any information it provides in this contract and to the Supplier to post on the Site is 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) notify the Supplier if a Customer makes a further booking or any instructs the Venue to provide additional services following the Reservation ("Additional Services). Such Additional Services shall be subject to additional changes in accordance with Clause 5;
- (e) not directly solicit the booking, custom and or reservation of a Customer not by Reservation on the Site as to avoid charges in accordance with clause 5;
- (f) maintain the correct availability for making Reservations and remove such options to make a Reservation should they no longer be ran by the Venue;
- (g) notify the Supplier of any changes to the prices charged by the Venue to the Customer;
- (h) 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;
- (i) comply with all applicable laws, including health and safety laws; and
- (j) use all endeavours to make timely and quick responses.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Venue or failure by the Venue to perform any relevant obligation (**Venue 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 Venue remedies the Venue Default, and to rely on the Venue Default to relieve it from the performance of any of its obligations in each case to the extent the Venue 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 Venue arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Venue shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Venue Default.

## 5. CHARGES AND PAYMENT

- 5.1 The Charge for Services is calculated as payment of commission on all Reservations made through the Site or following an introduction at a minimum rate of 8%, subject to any agreement between the parties.
- 5.2 In accordance with clause 4.1 (g), the payment of commission will be adjusted in accordance with the rate in accordance with clause 5.1, of any amendments made to the price.
- 5.3 The Venue shall pay the fee of £1 on acceptance of this agreement.

- 5.4 The Supplier reserves the right to waive or change the basis for the calculation of the Fee at any time but not in relation to Reservations already made. The Supplier may also temporarily change or suspend the Fee for a Promotional Period. Any such changes will be noted on the Site.
- 5.5 The Fee is independent of the commission payment.
- 5.6 The Supplier reserves the right to investigate with the Customer and the Venue all prices charged by the Venue to the Customer.
- 5.7 The Supplier shall invoice the Venue on the date of the Reservation and payable in accordance with clause 5.8.
- 5.8 The Venue shall pay each invoice submitted by the Supplier:
- (a) within 14 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.
- 5.9 All amounts payable by the Venue under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Venue, the Venue 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.
- 5.10 If the Venue fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Venue shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 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 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Venue) shall be owned by the Supplier.

6.2 The Venue grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Venue to the Supplier for the term of the Contract for the purpose of providing the Services to the Venue.

**7. DATA PROTECTION AND DATA PROCESSING**

7.1 The Venue and the Supplier acknowledge that for the purposes of the Data Protection Act 1998, the Venue is the Data Controller and the Supplier is the data processor in respect of any Personal Data.

7.2 The Supplier shall process the Personal Data only in accordance with the Venue's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Venue.

7.3 The Supplier shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

7.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

7.5 The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:

(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected

(b) take reasonable steps to ensure compliance with those measures.

7.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this *clause 7*.

7.7 The Venue acknowledges that the Supplier is reliant on the Venue for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable

for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Venue's instructions.

## **8. LIMITATION OF LIABILITY**

8.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, the Supplier shall not be liable to the Venue, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

8.3 Subject to clause 8.1, the Supplier's total liability to the Venue, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £1 paid under the Contract.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause **8Error! Reference source not found.** shall survive termination of the Contract.

## **9. TERMINATION**

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.

9.2 Without 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 and (if such a breach is remediable) fails to remedy that breach within 7 days of that party 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), 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (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; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Venue if:

- (a) the Venue fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Venue.

9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Venue and the Supplier if the Venue fails to pay any amount due under the Contract on the due date for payment, the Venue becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or the Supplier reasonably believes that the Venue is about to become subject to any of them.

9.5 Any Venue who does not pay due commission on time will have their account suspended without prejudice to our other rights, including to initiate debt recovery procedures.

## **10. CONSEQUENCES OF TERMINATION**

10.1 On termination of the Contract the Venue 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 Venue immediately on receipt;

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

10.2 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.

## **11. GENERAL**

### **11.1 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.

### **11.2 ASSIGNMENT AND OTHER DEALINGS**

(a) The Supplier 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 Venue shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

### **11.3 CONFIDENTIALITY**

(a) Each party undertakes that it shall not at any time , and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, Venues, clients or suppliers of the other party, except as permitted by clause 11.3(b).

- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, 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, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; 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.

#### 11.4 ENTIRE AGREEMENT

- (a) 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

#### 11.5 VARIATION

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 11.6 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 breach or default. 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.

#### 11.7 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

#### 11.8 **Restrictions**

- (a) Except with the written consent of the Supplier, the Venue shall not, during the Restricted Period:-
  - (i) in the same area of business in which the Supplier operates deal with or seek the custom of any person that is a Customer of the Supplier; and
  - (ii) offer employment to, enter into a contract for the services of, or attempt to solicit or seek to entice away from the Supplier any individual who is at the time of the offer, or attempt, a director, other consultant, officer or employee with the Supplier or procure or facilitate the making of any such offer or attempt by any other person.
- (b) The undertakings in this clause are given by the Venue to the Supplier and apply to actions carried out by the Venue in any capacity and whether directly or indirectly, on the Venue's own behalf, on behalf of any other person or jointly with any other person.
- (c) Each of the covenants in this clause is considered fair and reasonable by the parties.
- (d) Without prejudice to any other rights or remedies that the Client may have, the Consultant acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 11. Accordingly, the Client shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this clause 11.

#### 11.9 **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 working day delivery service at its registered office (if a company) or its principal place of

business (in any other case); or sent by fax to its main fax number or sent by email to info@wefindvenues.com.

- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- (c) This clause 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.

#### 11.10 **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.

#### 11.11 **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.

#### 11.12 **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.