

## TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 In this Agreement the following words and expressions set forth below shall have the following meanings, unless the context otherwise requires:-

"**this Agreement**" means these Terms and Conditions and the form of agreement signed by the Licensee;

"**Arena**" shall mean the Arena and Convention Centre Liverpool;

"**Cancellation**" shall have the meaning defined in Condition 11;

"**Club Class Box Ticket**" means a ticket for an Event which will include a hospitality package made available by the Licensor's appointed caterer from time to time;

"**Conditions**" means these Terms and Conditions;

"**Event**" means the event and/or performance which is to take place at the Arena as set out in the Agreement .

"**Event Hours**" means the period from the Event public opening time until thirty minutes after the cessation of the Event or such other time as shall be agreed;

"**Fixtures, Furnishings and Fittings**" means the items of equipment and furnishing which are located in the Club Class Box as set out in the Schedule;

"**the Club Class Box**" means the hospitality box at the Arena details of which are set out in the Agreement .

"**Licence Fee**" means the licence fee and other sums payable pursuant to the Agreement;

"**Parties**" means the Licensor and the Licensee, and the word Party shall be construed accordingly;

"**Performance Time**" means the period commencing 10 minutes prior to the commencement of the Event until ten minutes after the Event ceases excluding any intervals;

"**VAT**" means Value Added Tax or any similar tax from time to time replacing it and

1.2 In these Terms and Conditions:-

- (a) the headings in the Agreement are included for convenience only and shall not affect the construction of this Agreement;
- (b) words denoting the singular shall include the plural and vice versa;
- (c) words denoting any gender shall include a reference to each other gender; and
- (d) references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts.

### 2. LICENCE

Subject to and in accordance with the other terms of this Agreement the Licensor agrees to licence the Club Class Box to the Licensee for the Event in consideration of the payment of the Licence Fee and the purchase of Club Class Box Tickets.

### 3. LICENCE FEE

3.1 The Licence Fee payable by the Licensee to the Licensor for the licence of the Club Class Box and the other rights granted to it under the Agreement shall be such sum as is set out in the Agreement; and

3.2 Such sums as are payable by the Licensee to the Licensor pursuant to Condition 9 ("Additional Charges")

#### 4. EVENT

The Event shall be the Event or performance on the date set out in the Agreement.

#### 5. LICENSEE'S RIGHTS

Subject to the provisions of this Agreement, the Licensee shall, be entitled:-

- (a) upon production of the correct Club Class Box Tickets , to the use of the Club Class Box during Event hours with the exception of the exclusions set out in Condition 10;
- (b) the use of car park passes in accordance with the Agreement from 4 hours prior to and 2 hours after the Event;

#### 6. THE LICENSOR'S RIGHTS

6.1 The Licensor shall be entitled:-

- (a) to access to the Club Class Box at any time and for such purposes and to such extent as in its sole discretion it shall deem necessary or appropriate (and such right may be exercised by the Licensor's officers, agents, employees and representatives) and to retain a set of keys to the Club Class Box and any such locks within it for such purposes;
- (b) to delegate the performance of all or any of its responsibilities and obligations under this Agreement to any other person;
- (c) to restrict the right of access to the Club Class Box only to persons holding an appropriate Club Class Box Ticket or for any other reason;
- (d) to refuse, at its sole and absolute discretion, admission to the Club Class Box or the Arena to any person and to require the removal from the Club Class Box or the Arena of any person and/or the removal from the Club Class Box or the Arena of any items of any nature;
- (e) notwithstanding the provisions of Condition 6.1.(d) for security purposes to stop and search any person entering or already within the Club Class Box or the Arena and to refuse to allow any person or thing to enter the Club Class Box or the Arena who is or which the Licensor considers to be a risk to the comfort, health, safety or security of himself/herself or of the Arena or Club Class Box or the persons therein;
- (f) to alter the location of the Club Class Box from time to time as it may reasonably require provided that the minimum capacities as set out in the Schedule shall not be reduced at any time.

6.2 The Licensor shall have absolute discretion and authority with regard to all matters relating to the operation of the Arena outside the Club Class Box.

#### 7. LICENSEE'S OBLIGATIONS

The Licensee agrees:-

- (a) not to assign this Agreement or any rights conferred hereunder nor to grant any rights whatever by way of sub-agreement, licence, hire or otherwise to any other person;
- (b) at all times to use the Club Class Box in a proper and lawful manner in accordance with all applicable statutes by laws regulations, guidelines and requirements of any government or other competent authority and not itself to, or to cause or permit any person invited by the Licensee to use the Club Class Box or to cause any nuisance annoyance or inconvenience to the Licensor or to any other person;
- (c) to comply with the rules regulations and policies established from time to time by the Licensor for the health, safety, comfort and benefit of all persons (including attendees at any Event) at the Arena and including for the better control of the Club Class Box and or the Arena with any statutory regulations from time to time in force;
- (d) not to permit access to the Club Class Box at any time to any person not holding a valid Club Class Box Ticket for such Event;

- (e) not to make, nor permit any other person to make, any alterations to the Club Class Box or to permit any decorations or other material to be applied or fixed to the inside or outside of the Club Class Box or any curtains or blinds to be installed or any advertising signs or other advertising material to be affixed either on the exterior of the Club Class Box or to be brought into the Club Class Box so as to be visible from the outside other than with the prior written consent of the Licensor and in particular not to change or tamper with or fix any lock or security mechanism to the Club Class Box or any items therein;
- (f) to pay on demand all Additional Charges made by the Licensor and its approved supplier partners or contractors pursuant to the Agreement;
- (g) not to bring and to ensure that no person entering the Arena as an invitee of the Licensee brings any food or drink into the Arena and the Licensee acknowledges that in such event any food or drink may be confiscated by the Licensor;
- (h) to reimburse the Licensor on demand for any and all costs incurred by the Licensor in repairing any damage to the Club Class Box or any Fixtures, Furnishings and Fittings beyond normal wear and tear or in effecting any refurbishment that the Licensor considers necessary;
- (i) to consume any alcoholic drinks taken from the refrigerated and/or storage facilities or purchased from the Licensor's caterers only within the interior of the Club Class Box and not in any area outside the Club Class Box or under circumstances where such consumption would be in breach of any statutory regulations relating to the consumption of alcohol at the Arena from time to time in force nor to transport or pass to any person not located within the Club Class Box any drinks;
- (j) to abide by, and to ensure that its licensees and invitees abide by, the no smoking policy in force in the Arena, including the terraced seating in the Club Class Box;
- (k) that it shall not use the Club Class Box except for the provision of hospitality pursuant to this Agreement.

#### 8. THE LICENSOR'S OBLIGATIONS

The Licensor agrees that it shall:-

- (a) provide car parking accommodation in accordance with the Agreement;
- (b) supply the electricity and water necessary to operate the facilities provided in the Club Class Box during the Event at the cost of the Licensor and maintain the Club Class Box in good repair and condition (fair wear and tear excepted);
- (c) provide and supply the Licensee with access to any refrigerated and/or storage facilities in the Club Class Box provided that any food or drink consumed from such facility shall be paid for by the Licensee in accordance with Condition 9;
- (d) use reasonable endeavours to procure the provision by its appointed caterers of the service of refreshments during the Event Hours provided that the cost of all refreshments shall be paid for by the Licensee in accordance with Condition 9;

#### 9. ADDITIONAL CHARGES

9.1 In addition to the Initial Sum payable to the Licensor in accordance with Condition 3, the Licensee shall pay to the Licensor the following Additional Charges (plus any Value Added Tax payable thereon) at the Licensor's rates levied from time to time:-

- (a) the charge for any repair refurbishment or cleaning necessary as a result of any damage to or abuse of the Club Class Box (or to the Fixtures, Furnishings and Fittings or to the Arena);
- (b) the charge for any food or drink purchased from the Licensor's caterers;
- (c) any Additional Charges levied by the Licensor for items or services requested by the Licensee and provided by the Licensor from time to time;

9.2 The Additional Charges referred to in this Condition 9 shall be settled by the Licensee in all cases within 30 days of the date of the relevant invoice submitted by the Licensor or in accordance with the Licensor's standard terms from time to time.

9.3 If any sum payable by the Licensee to the Licensor is not paid on the due date then the Licensee shall in addition pay interest to the Licensor at the rate of 4% per annum over the base rate from time to time of the Licensor's Bank from time to time, accruing on a daily basis from the due date for payment therefore until the date of actual payment.

10. EXCLUSIONS

10.1 The Licensor will use all reasonable endeavours to ensure that the Club Class Box is available for the Event.

10.2 The Licensor shall not be in any way responsible for the loss or damage to the property of the Licensee or any guest of the Licensee in the Club Class Box or within the Arena.

11. CANCELLATION

11.1 A Cancellation shall be deemed to occur if:

- (a) an event of force majeure occurs pursuant to clause 14;
- (b) an Event itself is cancelled;
- (c) the Licensor or the Arena is not permitted to stage an Event or for any other reason an Event does not go ahead as anticipated;

11.2 If a Cancellation occurs, then;

- (a) the Licensor shall as soon as practicable give notice of the Cancellation to the Licensee;
- (b) the Cancellation shall not be deemed in any way to be in breach of any warranty or any term of this Agreement;

12. TERMINATION

12.1 If the Licensee shall:-

- (a) fail to pay to the Licensor, when due, the Licence Fee or other sums payable pursuant to this Agreement or any other agreement between the Licensee and the Licensor to the Licensor; or
- (b) commit any breach of its obligations contained in this Agreement or any other agreement between the Licensor and the Licensee, and shall not remedy the same within 24 hours of a written request so to do by the Licensor, then the Licensor may, by notice in writing, forthwith terminate this Agreement and any other agreement between the Licensee and the Licensor and the rights granted to the Licensee under it but without any obligation to refund the whole or any proportion of any sum paid by the Licensee to the Licensor pursuant to the Agreement and without prejudice to any other rights of action of the Licensor in respect of any breach of any of the obligations of the Licensee.

12.2 If:-

- (a) a petition is presented or a resolution is passed for the winding up of the Licensee (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation approved in advance by the Licensor); or
- (b) the Licensee stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
- (c) an encumbrancer takes possession or a receiver is appointed over the whole or any part of the assets or undertaking of the Licensee; or
- (d) the Licensee is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- (e) an application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Licensee or if the Licensee passes a resolution for the making of any such application to the Court; or
- (f) a proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Licensee; or

- (g) the Licensee shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- (h) the Licensee (being an individual) is adjudicated bankrupt or dies or becomes (in the opinion of the Licensor) permanently incapacitated,

then the Licensor may by notice in writing forthwith terminate this Agreement and the rights granted under it.

12.3 Upon termination by the Licensor of this Agreement the Licensee shall forthwith:-

- (a) vacate and surrender the Club Class Box to the Licensor and remove any items within it which are the property of the Licensee provided that any alterations and/or items affixed to the Club Class Box shall be removed from the Club Class Box by the Licensor at the cost of the Licensee; and
- (b) settle any outstanding invoices due in respect of its use and occupation of the Club Class Box.

12.4 In the event of such termination or expiry the Licensee shall forthwith reimburse the Licensor any expenses incurred by the Licensor in connection with such termination or expiry (including, without prejudice to the generality of the foregoing, the cost of making good any damage to the Club Class Box and/or any reinstatement of any items in the Club Class Box lost or damaged by the Licensee or its invitees).

12.5 For the avoidance of doubt the provision of this Condition 12 shall be without prejudice to any other termination rights of the Licensor (whether arising expressly under the Agreement or otherwise).

### 13. LIABILITY

13.1 Notwithstanding any other provision of this Agreement, the maximum aggregate liability of the Licensor and for any breach of this Agreement shall not exceed the amount of the payments actually received by the Licensor under this Agreement.

13.2 Subject to any other express obligations in this Agreement, neither party shall be liable to the other for any indirect or consequential loss or damage (except indirect loss of profit) or for any other economic loss including (but without limitation) loss of future business or revenue, loss of goodwill or loss of anticipated savings.

13.3 Nothing in this Agreement shall seek to limit either party's liability for death or personal injury arising from its negligence or for fraudulent representation.

### 14. FORCE MAJEURE

in the event that the Arena or the Club Class Box becomes unavailable for any Event as a result of occurrences beyond the reasonable control of the Licensor or the Licensor is unable to perform any of its other obligations pursuant to this Agreement as a result of any matter or thing beyond its reasonable control, including but not limited to withdrawal or suspension of any applicable licences or permits, acts of God, fires, industrial action, governmental orders and decrees or natural calamities or local, regional or national emergencies, then the Licensor shall not be in breach of this Agreement as a result of such unavailability or failure to perform. If the Licensor is prevented from performance of any of its obligations by reason of any such matter the Licensor may terminate the Agreement forthwith by notice to the Licensee, in which case the Licensor shall have no liability to the Licensee in respect of the termination except that rights and liabilities which have accrued prior to such termination shall continue to subsist and the Licensor shall refund the Licensee a fair proportion of any Licence fee previously paid by the Licensee pursuant to the Agreement, and the Licensee's remedies shall be limited to recovery of a pro rata of the portion of the Licence Fee payable in accordance with Condition 3 above, for the time the Club Class Box is unavailable for use.

### 15. SUCCESSORS AND ASSIGNS

The Licensee shall not sub-contract transfer assign or otherwise dispose of the Agreement or all or any of its rights and / or obligations hereunder (in whole or in part) without the Licensor's prior written consent.

### 16. VAT

Where this Agreement requires the Licensee to pay, repay, reimburse or provide any amount or other consideration in respect of a VAT Supply to the Licensor, the Licensee will in addition pay to the Licensor a sum equal to the VAT payable thereon.

17. RELATIONSHIP OF THE PARTIES

17.1 The relationship of the Licensor and the Licensee hereunder shall be solely that of independent contractors and nothing herein shall be construed to create or imply any relationship of employment, agency, partnership or any relationship other than that of independent contractors. The Licensor and the Licensee acknowledge and agree that each of them is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

17.2 Both parties expressly acknowledge and declare that this Agreement shall not give rise to a landlord and tenant relationship between the parties and the Licensee acknowledges that it has received the benefit of advice from its solicitors prior to the date of this Agreement so confirming. Nothing in this Agreement shall give the Licensee any rights whatsoever to possession or occupation of any, or any part of, the Club Class Box or any part of the Arena, save for the rights expressly or by implication granted to the Licensee and its customers, clients, agents and sub-contractors.

17.3 The Licensee shall not have any right or power to bind the Licensor to any obligation.

18. NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient Party set out in the Agreement or such other address in the United Kingdom as the Parties may designate from time to time by giving not less than one (1) working days notice of the same in accordance with this Condition 18. All notices may be delivered personally or by first class pre-paid letter or email PDF transmission and in the absence of evidence of earlier receipt shall be deemed to have been served if by hand when delivered, if by first class post forty-eight (48) hours after posting, if by email PDF on receipt and if by facsimile transmission when properly dispatched (and subject to receipt of a successful transmission report).

19. WAIVERS

A failure by either Party to exercise and any delay, forbearance or indulgence by either Party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The single or partial exercise of any right, power or remedy shall not preclude any other or further exercise of that right, power or remedy or the exercise of any right, power or remedy. No custom or practice of the Parties at variance with the terms of this Agreement shall constitute a waiver of the rights of either Party under this Agreement. The rights, powers and remedies provided in the Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.

20. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relating to the Club Class Box, the Arena and Events.

21. VARIATION

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the Parties.

22. EXECUTION

The Licensee undertakes to the Licensor that the signatory to this Agreement has been duly authorised to execute this Agreement and to enter into the Agreement and all the provisions contained herein.

23. GOVERNING LAW

This Agreement, and any amendment thereto, will be governed by and construed in accordance with the laws of England and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.

24. THIRD PARTY RIGHTS

24.1 Nothing in the Agreement shall confer on any third party any benefit or the right to enforce any term of the Agreement provided that the approved supplier partners and contractors of the Licensor may enforce the terms of condition 7(f) of this Agreement.

24.2 For the avoidance of doubt, the Parties may amend vary or rescind the Agreement (in accordance with its terms) without the consent of any third party.