

PART B – GENERAL TERMS

The terms and conditions of this Part B (clauses 1 – 17) will be applicable to any provision of Goods (including Equipment) and/or Services (including Online Services) from JET to the Customer, except where application to only one or the other, or certain Goods or Services, is specified.

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Contract.

1.1 Definitions:

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

Commercial Details: the information as set out in Part A of this Contract;

Contract: the Part A – Commercial Details, Part B – General Terms and the relevant portions of Part C – Contract Specific Terms applicable to the Goods and/or Services being supplied by JET to the Customer, as set out in this document, and, as applicable, any other terms, conditions, policies and service level documents to which any part of this document expressly refers with the intention of it having legal force between the parties, each as amended from time to time in accordance with clause 17.8 (Variation);

Contract Proposal: an offer by JET to supply Goods and/or Services to the Customer, containing the terms and conditions of the Contract (if accepted by the Customer);

Controller, processor, data subject, personal data, personal data breach, processing, supervisory authority and appropriate technical measures as defined in the Data Protection Legislation;

Customer: the person or firm who purchases the Goods and/or Services from JET, as set out in the Contract Details;

Customer Content: any material which the Customer supplies to JET under this Contract, including imagery, content, data, logos, text or any other materials. This definition also covers materials which the Customer supplies to or authorises JET to transmit to the Customer's recipients, or which the Customer transmits directly to its recipients, through JET Connect or in relation to any other Service;

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Delivery Location: has the meaning given in clause 27.2;

Equipment: items of equipment to be rented by JET to the Customer in accordance with this Contract, as set out in the Commercial Details;

Event: trade exhibition, consumer event, consumer conference or similar event for which JET is providing Services under this Contract;

Event Premises: any venue where the Event is to take place;

Force Majeure Event: has the meaning given to it in clause 15 (Force majeure);

Goods: the goods (or any part of them) to be supplied by JET to the Customer in accordance with this Contract, as set out in the Commercial Details and the Goods Specification (as applicable);

Goods Specification: any specification for the Goods (or where applicable Equipment) that is provided or expressly referenced in the Contract Details;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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;

JET: Show Data Systems Limited (trading as Jonas Event Technology) registered in England and Wales with company number 07864900;

JET Materials: has the meaning given in clause 18.1.5;

Normal Business Hours: 9.00am to 5.00pm local UK time, each Business Day;

Online Services: any primarily online, automated or subscription Services provided by JET to the Customer under this Contract, including any Services provided through a website notified to the Customer by JET from time to time, as more particularly described in any relevant Services Specification;

Rental Payments: payments made by or on behalf of the Customer for rental of the Equipment;

Rental Period: the meaning given in clause 32 (Rental period);

Schedule 1: the Schedule 1 – Data Protection schedule which is annexed to this Contract and forms part of the Part B – General Terms of this Contract;

Services: the services to be supplied by JET to the Customer in accordance with this Contract, as set out in the Commercial Details and the Services Specification (as applicable). In all parts of this Contract, the term Services shall include Online Services, except in Part C.1 where it shall exclude Online Services (the contract specific terms for Online Services are included in Part C.2);

Services Specification: any description or specification for the Services that is provided or expressly referenced in the Contract Details;

SMS Broadcast: SMS (short messaging service), mobile messaging or any similar type of broadcasting facility;

Spam: an unsolicited email, or an email which contains pornographic, undesirable or offensive material or which may in any way affect the rights or freedoms of any potential recipient or which may fail to comply with applicable law or be contrary to the rules adopted by any internet service or web hosting provider used by JET or JET's third party processors;

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

1.2 Interpretation

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 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.

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

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

2 BASIS OF CONTRACT

2.1 Following an enquiry by a Customer, JET will produce a Contract Proposal for the Customer's consideration.

2.2 The Contract Proposal constitutes an offer by JET to the Customer to supply Goods and/or Services in accordance with the terms and conditions of the Contract Proposal.

2.3 Unless revoked by JET prior to acceptance by the Customer, the terms of the Contract Proposal will remain open for acceptance by the Customer for 30 days from the date of creation, after which point they will automatically lapse.

2.4 The Contract Proposal will be deemed accepted on the Customer confirming to JET that it would like to proceed, at which point and on which date the Contract will come into existence. The Contract will automatically terminate on completion of the supply of the Goods and Services being provided under it and payment for such Goods and Services by the Customer, unless terminated earlier in accordance with its terms.

2.5 If the Customer indicates that it wishes to "accept" a Contract Proposal which has lapsed in accordance with clause 2.3, the Customer's "acceptance" of a lapsed Contract Proposal will constitute an offer by the Customer to purchase Goods and/or Services in accordance with the terms of the lapsed Contract Proposal, which offer JET may accept or reject at its sole discretion.

2.6 Except as expressly provided otherwise in this Contract, any samples, drawings, descriptive matter or advertising issued by JET and any descriptions of the Goods or illustrations or descriptions of the Services contained on JET's website or in JET's general marketing materials, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They will not form part of the Contract or have any contractual force.

2.7 Any documentation given by JET, outside of a Contract Proposal, will not constitute an offer.

3 SUPPLY OF SERVICES – GENERAL

3.1 JET will supply the Services to the Customer in accordance with the Services Specification in all material respects.

3.2 JET will use reasonable endeavours to meet any performance dates for the Services specified in the Commercial Details or as otherwise agreed between the parties, but any such dates will be estimates only and time will not be of the essence in the performance of the Services.

3.3 JET reserves the right to amend the Services Specification 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 JET will notify the Customer in any such event.

3.4 JET warrants to the Customer that the Services will be provided using reasonable care and skill.

4 SUPPLY OF GOODS – GENERAL

4.1 JET will supply the Goods to the Customer in accordance with the Goods Specification.

4.2 The Customer will indemnify and keep indemnified JET against all liabilities, costs, expenses, damages and losses (including 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 JET arising out of or in connection with any claim made against JET for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with JET's production of the Goods, so far as such actual or alleged infringement is as a consequence of JET applying Customer Content. This clause 4.2 will survive termination of the Contract.

4.3 JET reserves the right to amend the Goods Specification 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 end product Goods, and JET will notify the Customer in any such event.

5 CUSTOMER'S OBLIGATIONS – GENERAL

5.1 The Customer will:

5.1.1 ensure that the information set out in the Commercial Details and any information it provides which forms part of the Goods Specification or Services Specification are complete and accurate;

5.1.2 co-operate with JET in all matters relating to the supply and delivery of the Goods and Services; and

5.1.3 provide JET with such information, materials and Customer Content as JET may reasonably require in order to supply the Goods and Services, and ensure that such information is complete and accurate in all material respects and provided in sufficient time to allow JET to reasonably provide the Goods and Services in accordance with the Contract.

5.2 If JET'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):

5.2.1 without limiting or affecting any other right or remedy available to it, JET will have the right to suspend delivery of the Goods and 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 JET's performance of any of its obligations;

5.2.2 JET will not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from JET's failure or delay to perform any of its obligations as set out in this clause 5.2; and

5.2.3 the Customer will reimburse JET on written demand for any costs or losses sustained or incurred by JET arising directly or indirectly from the Customer Default.

6 CHARGES AND PAYMENT – GENERAL

6.1 The charges for the Goods and Services will be the charges stated in the Commercial Details or, where such does not cover the Goods or Services provided to the Customer, JET's current price list at the date of the Contract.

6.2 JET reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to JET that is due to:

6.2.1 any factor beyond the control of JET (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

6.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give JET adequate or accurate information or instructions in respect of the Goods.

6.3 In respect of the Goods, JET will invoice the Customer on formation of the Contract.

6.4 JET reserves the right to increase the price of the Services, by giving notice to the Customer at any time and in accordance with JET's current price list at the date of the Contract, to reflect any increase or change in the scope, type, details or other requirements in relation to the Services (including a greater number of attendees at an Event than initially anticipated).

6.5 Where the Services are linked to an Event, JET will invoice the Customer for 50% of the anticipated charges and fees in relation to the Services on formation of the contract and the balance of the actual charges and fees on conclusion of the Event.

6.6 Where the Services are not linked to an Event, JET will invoice the Customer for 50% of the anticipated charges and fees in relation to the Services on formation of the contract and the balance of the actual charges and fees on provision of the Services.

6.7 The Customer will pay each invoice submitted by JET:

6.7.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by JET and confirmed in writing to the Customer; and

6.7.2 in full and in cleared funds to a bank account nominated in writing by JET.

6.8 The Customer will submit any query or complaint regarding any invoice within 5 Business Days of receipt of the invoice. After this time any query or complaint will be subject to the payment of the full invoice value and any reimbursement due following resolution thereof will be made by JET within a reasonable time of resolution of the dispute.

6.9 All amounts payable by the Customer 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 JET to the Customer, the Customer will, on receipt of a valid VAT invoice from JET, pay to JET such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

6.10 If the Customer fails to make a payment due to JET under the Contract by the due date, then, without limiting JET's remedies under clause 13 (Termination), the Customer will 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 6.10 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%.

6.11 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Time for payment of invoices is of the essence.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any Customer Content which has been produced or provided by the Customer) will be owned by JET.

7.2 The Customer grants JET a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any Customer Content provided by the Customer to JET for the term of the Contract and for the purpose of providing the Goods and Services to the Customer.

8 DATA PROTECTION

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 (Data protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8 (Data protection), Applicable Laws means (for so long as and to the extent that they apply to JET) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and JET is the processor. This Contract (including Schedule 1) sets out the scope, nature and purposes of processing by JET, the duration of the processing and the types of personal data and categories of data subject.

8.3 Without prejudice to the generality of clause 8.1, for the duration and purposes of the Contract, the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of any personal data to JET which is in the Customer's control and which the Customer wishes to process, or have JET process, as part of the provision of the Goods and/or Services.

8.4 Without prejudice to the generality of clause 8.1, JET will, in relation to any personal data processed in connection with the performance by JET of its obligations under the Contract:

8.4.1 process that personal data only to perform its obligations under this Contract or on the documented written instructions of the Customer which are set out in this Contract (including Schedule 1) unless JET is required by Applicable Laws to otherwise process that personal data. Where JET is relying on Applicable Laws as the basis for processing personal data, JET will promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit JET from so notifying the Customer;

8.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

8.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(a) the Customer or JET has provided appropriate safeguards in relation to the transfer;

(b) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;

(c) JET complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(d) JET complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

8.4.5 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.4.6 notify the Customer without undue delay on becoming aware of a personal data breach;

8.4.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data; and

8.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8 (Data protection) and immediately inform the Customer if, in the opinion of JET, an instruction infringes the Data Protection Legislation.

8.5 JET may appoint third-party processors of personal data under the Contract with the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed). JET confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 8 (Data protection), and in either case which JET undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and JET, JET will remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8 (Data protection).

8.6 Where the Customer is purchasing Services, the Customer consents to JET appointing Emailcentre UK Limited (trading as Xtremepush UK) registered in England and Wales with company number 04254916 in relation to any part of the Services which require email broadcast, Herald Chase Marketing Limited registered in England and Wales with company number 09196426 in relation to any part of the Services which require mailing house support, Hyve Limited registered in England and Wales with company number 04239352 in relation to any part of the Services which require data storage and systems support, and Link Mobility UK Limited registered in Scotland with company number SC201362 in relation to any part of the Services which require SMS Broadcast, as third party processors of personal data under this Contract and consents to the transfer of any applicable personal data to those parties in order to provide the relevant parts of the Services which they are engaged to deliver.

8.7 Either party may, at any time on not less than 30 days' notice, revise this clause 8 (Data protection) by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which will apply when replaced by attachment to the Contract).

9 DATA RETENTION

9.1 Subject to clause 9.2, when JET is providing Online Services that are based upon the collection, processing or analysis of personal data or any other data (including Event related data) under this Contract, such data and analytics will only be retained to provide relevant Online Services for a period of 60 days following the later of (i) its collection; and (ii) the conclusion of the Event to which the data relates.

9.2 Where the Customer has purchased JET Data Pro as part of the Online Services, any data and analytics relating to the Online Services being provided as part of JET Data Pro will remain available to the Customer through eventdata.uk for the period specified in the Commercial Details, provided the Customer, without interruption, continues to purchase JET Data Pro from JET.

9.3 Except where longer retention periods are stated elsewhere in this Contract (which periods shall replace the default period provided in this clause in relation to applicable personal data only), JET may securely dispose of and delete all copies of personal data that it no longer requires to provide the Goods and/or Services under this Contract after 30 days of the earlier of:

9.3.1 JET no longer needing to actively process the personal data to provide Goods and/or Services; and

9.3.2 termination of the Contract,

and the Customer acknowledges that JET will have no obligation to maintain or provide such deleted or disposed of personal data after such time.

10 CONFIDENTIALITY

10.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 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 will ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10 (Confidentiality); and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party will use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11 SUPPLY OF SERVICES – SMS BROADCAST

11.1 Where the Services include or require SMS Broadcast, the provisions of this clause 11 (Supply of Services – SMS Broadcast) will also apply.

11.2 The Customer will:

11.2.1 provide all assistance as JET may reasonably require or request in performing any Services which relate to SMS Broadcast;

11.2.2 keep any allocated user name(s) and password(s) provided to the Customer secure and shall not disclose to any third party any such information;

11.2.3 inform JET immediately if any password used in connection with the Services which relate to SMS Broadcast becomes known to any unauthorised user;

11.2.4 treat any user manuals or instructions which JET provides to the Customer in relation to the Services which relate to SMS Broadcast confidentially;

11.2.5 be solely and fully responsible for any Customer Content;

11.2.6 comply with JET's instructions in relation to provision and receipt of the Services which relate to SMS Broadcast;

11.2.7 not authorise (or permit any other party to) use the Services which relate to SMS Broadcast to receive or transmit material which is in violation of applicable law or Link Mobility UK Limited's (CRN: SC201362), which has previously traded as or is sometimes referred to as Hay Systems Ltd, HSL or HSL Mobile, acceptable use policy as published from time to time, or which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of Intellectual Property Rights or otherwise unlawful;

11.2.8 not knowingly or recklessly transmit, or assist the transmission of, any electronic material (including Viruses) which will cause or is likely to cause detriment or harm, in any degree, to the computer systems of any party;

11.2.9 not send or request to be sent unsolicited commercial messages;

11.2.10 not use, or attempt to use, the Services which relate to SMS Broadcast for a purpose for which it was not designed; and

11.2.11 not have or receive any Intellectual Property Rights in relation to its use or receipt of any Services which relate to SMS Broadcast.

11.3 The Customer will indemnify, keep indemnified, and hold harmless JET against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer's breach or non-observance of the provisions of this clause 11 (Supply of Services – SMS Broadcast).

12 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 The restrictions on liability in this clause 12 (Limitation of liability) apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation; and

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clauses 12.2 and 12.4, either party's total liability to the other will not exceed the greater of:

12.3.1 £50,000; and

12.3.2 150% of the fees and charges for the Goods and/or Services which it is agreed that JET will provide to the Customer under this Contract (or if, for some reason, those Goods and/or Services are not provided, the fees and charges had they been properly provided).

12.4 Subject to clause 12.2, the following types of loss are wholly excluded by the parties:

12.4.1 loss of profits;

12.4.2 loss of sales or business;

12.4.3 loss of agreements or contracts;

12.4.4 loss of anticipated savings;

12.4.5 loss of use or corruption of software, data or information;

12.4.6 loss of or damage to goodwill; and

12.4.7 indirect or consequential loss.

12.5 JET has given commitments as to compliance of the Goods and Services with relevant specifications in this Contract. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 Unless the Customer notifies JET that it intends to make a claim in respect of an event within the notice period, JET will have no liability for that event. The notice period for an event

will start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and will expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.7 This clause 12 (Limitation of liability) will survive termination of the Contract.

13 TERMINATION

13.1 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:

13.1.1 the other party commits any material breach of its obligations under the Contract and, subject to clause 13.2, (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

13.1.2 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;

13.1.3 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

13.1.4 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.

13.2 Without affecting any other right or remedy available to it, JET may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.3 Without affecting any other right or remedy available to it, JET may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and JET if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, or JET reasonably believes that the Customer is about to become subject to any of them.

14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

14.1.1 the Customer will immediately pay to JET all of JET's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied in whole or in part but for which no invoice has been submitted, JET will submit an invoice, which will be payable by the Customer immediately on receipt;

14.1.2 the Customer will immediately return any Equipment, all JET Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then JET may enter the Customer's premises and take possession of them. Until they have been returned, the Customer will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

14.1.3 all licences granted under this Contract will immediately terminate; and

14.1.4 as far as the Data Protection Legislation allows, JET may destroy or otherwise dispose of any of the data relating to the Online Services in its possession, unless JET receives, no later than 10 days after the effective date of the termination of this Contract, a written request for the delivery to the Customer of the then most recent back-up of such. JET will use reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer will pay all reasonable expenses incurred by JET in returning or disposing of any data in JET's control in relation to the provision of the Online Services to the Customer.

14.2 Termination of the Contract will not affect any rights, remedies, obligations and 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.

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination will continue in full force and effect.

15 FORCE MAJEURE

Neither party will 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 (Force Majeure Event).

16 DISPUTE RESOLUTION

All disputes arising out of or in connection with this Contract will, to the extent possible, be settled amicably by negotiation between the parties within 20 Business Days from the date of written notice by either party of the existence of such a dispute. Failing such amicable settlement, and only if the managing director (or other senior representative) of the party claiming the dispute has looked to engage amicably in resolving the dispute with someone of a similar level of the

other party without success, the dispute may be escalated to other dispute resolution methods.

17 GENERAL

17.1 Assignment and other dealings

17.1.1 JET 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.

17.1.2 The Customer will 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.

17.2 Notices

17.2.1 Any notice given to a party under or in connection with the Contract will be in writing and will 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).

17.2.2 Any notice will be deemed to have been received: (a) if delivered by hand, on signature of a delivery receipt; and (b) 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.

17.2.3 This clause 17.2 (Notices) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.2.4 A notice given under the Contract is not valid if sent by fax or email.

17.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will 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 will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 17.3 (Severance) will not affect the validity and enforceability of the rest of the Contract.

17.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and will 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 will not constitute a waiver of that or any other right or remedy, nor will 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 will prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency. Nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement.

17.6.1 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.

17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and will 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 will have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17.7 Third party rights. 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.

17.8 Variation. Except as set out in the terms and conditions of this Contract, no variation of the Contract will be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

17.9 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 will be governed by and construed in accordance with the law of England and Wales.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales will 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.

PART C – CONTRACT SPECIFIC TERMS

Part C1 – Supply of Services Terms (excluding Online Services)

The terms and conditions of this Part C1 (clauses 18 – 19) will only be applicable to any Contract involving the supply of Services (other than Online Services) carried out by JET to the Customer.

18 CUSTOMER'S ADDITIONAL OBLIGATIONS – SERVICES

The Customer will:

18.1.1 provide JET, its employees, agents, consultants and subcontractors, with access to the Customer's premises, and procure such access to the Event Premises and other facilities as is reasonably required by JET to provide the Services;

18.1.2 prepare and procure the preparation of the Customer's premises, Event Premises, office accommodation and other facilities (as applicable) for the supply of the Services;

18.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services sufficiently in advance of the date on which the Services are to start;

18.1.4 comply with all applicable laws, including health and safety laws;

18.1.5 except as provided elsewhere under this Contract, keep all materials, tools, documents and other property of JET (JET Materials) provided to the Customer during the provision of the Services in its safe custody at its own risk, maintain JET Materials in good condition until returned to JET, and not dispose of or use JET Materials other than in accordance with JET's written instructions or authorisation; and

18.1.6 comply with any additional obligations as set out in the Services Specification.

19 ADDITIONAL CHARGES AND PAYMENT – SERVICES

JET will be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom JET engages in connection with provision of the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by JET for the performance of the Services, and for the cost of any materials.

Part C2 – Supply of Online Services Terms

The terms and conditions of this Part C2 (clauses 20 – 26) will only be applicable to any Contract involving the supply of Online Services carried out by JET to the Customer. However, for the avoidance of doubt, clause 26 only applies to Customers who are receiving JET Connect.

20 ONLINE SERVICES

20.1 Whilst the Customer purchases Online Services, JET grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Online Services during the term of this Contract, for the Customer's internal business operations.

20.2 The Customer will not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Online Services that:

20.2.1 are unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

20.2.2 facilitates illegal activity;

20.2.3 depicts sexually explicit images;

20.2.4 promotes unlawful violence;

20.2.5 are discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

20.2.6 are otherwise illegal or causes damage or injury to any person or property;

and JET reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 20.2.

20.3 The Customer will not:

20.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Online Services in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Online Services;

20.3.2 access all or any part of the Online Services in order to build a product or service which competes with the Online Services;

20.3.3 use the Online Services to provide services to third parties;

20.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Online Services available to any third party;

20.3.5 attempt to obtain, or assist third parties in obtaining, access to the Online Services, other than as provided under this clause 20 (Online Services); or

20.3.6 introduce or permit the introduction of, any Virus or Vulnerability into JET's network and information systems.

20.4 The Customer will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Online Services and, in the event of any such unauthorised access or use, promptly notify JET.

20.5 JET will, during the period that the Customer is purchasing Online Services from JET, provide the Online Services to the Customer on and subject to the terms and conditions of this Contract.

20.6 JET will use reasonable endeavours to make the Online Services available 24 hours a day, 7 days a week, except for:

20.6.1 planned maintenance performed outside Normal Business Hours; and

20.6.2 unscheduled maintenance performed during Normal Business Hours, provided that, where possible, JET has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

21 THIRD PARTY PROVIDERS

The Customer acknowledges that the Online Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. JET

makes no representation, warranty or commitment and will have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not JET. JET recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. JET does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Online Services.

22 JET'S OBLIGATIONS – ONLINE SERVICES

22.1 JET undertakes that the Online Services will be: 22.1.1 made available substantially in accordance with the Services Specification and any information made available to the Customer by JET online via www.jonas.events or such other web address notified by JET to the Customer from time to time which sets out a description of the Online Services; and 22.1.2 provided with reasonable skill and care. 22.2 The undertaking at clause 22.1 will not apply to the extent of any non-conformance which is caused by use of the Online Services contrary to JET's instructions, or modification or alteration of the Online Services by any party other than JET or the JET's duly authorised contractors or agents. If the Online Services do not conform with the undertaking at clause 22.1, JET will use reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 22.1.

22.3 JET:

22.3.1 does not warrant that:

- (a) the Customer's use of the Online Services will be uninterrupted or error-free;
 - (b) that the Online Services and/or the information obtained by the Customer through the Online Services will meet the Customer's requirements; or
 - (c) the Online Services will be free from Vulnerabilities.
- 22.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Online Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

22.4 This Contract will not prevent JET from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.

22.5 JET warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Contract.

23 CUSTOMER'S ADDITIONAL OBLIGATIONS – ONLINE SERVICES

The Customer will:

- 23.1.1 provide JET with:
 - (a) all necessary co-operation in relation to JET's provision of the Online Services; and
 - (b) all necessary access to such information as may be required by JET in providing the Online Services; including the data inputted by the Customer, its employees, agents, independent contractors or JET on the Customer's behalf for the purpose of using the Online Services or facilitating the Customer's use of the Services;
- 23.1.2 carry out all of its responsibilities in relation to the Online Services in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, JET may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 23.1.3 ensure that those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Online Services do so in accordance with the terms and conditions of this Contract and will be responsible for any such party's breach of this Contract;
- 23.1.4 obtain and will maintain all necessary licences, consents, and permissions necessary for JET, its contractors and agents to perform their obligations under this Contract in relation to the Online Services;
- 23.1.5 ensure that its network and systems comply with the relevant specifications provided by JET from time to time; and
- 23.1.6 be, to the extent permitted by law and except as otherwise expressly provided in this Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the JET's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

24 PROPRIETARY RIGHTS – ONLINE SERVICES

24.1 The Customer acknowledges and agrees that JET and/or its licensors own all Intellectual Property Rights in the Online Services. Except as expressly stated in this Contract, this Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Online Services.

24.2 JET confirms that it has all the rights in relation to the Online Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms and conditions of this Contract.

25 INDEMNITY – ONLINE SERVICES

25.1 JET will defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Online Services in accordance with this Contract infringes any patent effective as of the date that the Customer signs up for the Online Services, copyright, trade mark, database right or right of confidentiality, and will indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- 25.1.1 any infringing part of the Online Services has not been provided to JET by the Customer;
 - 25.1.2 JET is given prompt notice of any such claim;
 - 25.1.3 the Customer provides reasonable co-operation to JET in the defence and settlement of such claim, at JET's expense; and
 - 25.1.4 JET is given sole authority to defend or settle the claim.
- 25.2 In the defence or settlement of any claim, JET may procure the right for the Customer to continue using the Online Services, replace or modify the Online Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 25.3 In no event will JET, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 25.3.1 a modification of the Online Services by anyone other than JET;
 - 25.3.2 any Customer Content included in the Online Services;
 - 25.3.3 the Customer's use of the Online Services in a manner contrary to the instructions given to the Customer by JET; or
 - 25.3.4 the Customer's use of the Online Services after notice of the alleged or actual infringement from JET or any appropriate authority.
- 25.4 This clause 25 (Indemnity – Online Services) and clause 12.3 state the Customer's sole and exclusive rights and remedies, and JET's (including JET's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any third-party's Intellectual Property Rights in relation to the Online Services.

26 JET CONNECT SPECIFIC TERMS

26.1 Where the Customer is purchasing JET Connect as part of this Contract, the terms of this clause 26 (JET Connect specific terms) will also apply.

26.2 Customers who have signed up for the inbox preview module (optional) will also be bound by the Litmus terms and conditions of use (see <http://litmus.com/terms>).

26.3 JET will be under no obligation to provide Online Services relating to JET Connect where, in JET's opinion, the content which the Customer is seeking to supply through JET Connect constitutes Spam.

26.4 The Customer will provide and approve the Customer Content and all reasonable facilities and information to enable JET to perform its duties in relation to JET Connect.

26.5 Where individual emails being sent through JET Connect are larger than 100kb, additional charges will apply which will be chargeable at JET's standard rates from time to time.

26.6 The Customer will not use the Online Services relating to JET Connect (and will ensure that they are not used):

- 26.6.1 to send, receive, make available, copy, retransmit, broadcast or publish (whether directly or indirectly, and whether in cached, mirrored or proxy form or otherwise) any statements or material which:
 - (a) infringe any Intellectual Property Rights of any person or entity;
 - (b) infringe any applicable law, regulation or right of any person or entity including rights under contracts and of confidence, laws relating to defamation, contempt, blasphemy, infringement of privacy or personal data rights, malicious falsehood, seditious libel and any equivalent or related laws in any territory in which they are (or may be) accessed or made available; or
 - (c) are (or may, in places where they are accessible or made available, be) offensive, abusive, indecent, obscene, or menacing or which are likely to encourage or be capable of encouraging anything which is in any way unlawful, or to incite violence, sadism, cruelty, or racial hatred, or which promotes or facilitates prostitution, or which are likely to mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise;
- 26.6.2 to cause annoyance, inconvenience, or needless anxiety;
- 26.6.3 in a manner which occupies communications capacity or bandwidth frivolously, vexatiously or in a manner which is intended to or may inhibit any other person's use thereof (including, without limitation, by use of facilities intended to or which have the effect of substantially filling the communications capacity of communications networks); or
- 26.6.4 to send Spam. The Customer must have express permission from all destination addresses before sending an email, or requesting that an email is sent, in any quantity. The Customer may not assume that he has been granted permission by passive actions such as the posting of an article to a website or a visit made to Customer's website. Where the Customer has acquired express permission, either on a website

or through some other relationship the Customer should keep a record of this permission and must cease sending email when requested to stop.

26.7 The Customer undertakes that it is solely and fully responsible for the Customer Content and will indemnify, keep indemnified, and hold harmless JET against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Customer Content.

26.8 The Customer will use and include in each message a clear unsubscribe facility or a correct and appropriate method for the recipient to opt out of further communication.

26.9 Customers will be responsible for complying with all their customer applicable regulatory requirements.

26.10 Except for Customers using JET Connect directly, the Customer will check and validate the content of their message on receipt of a test e-mail and will authorise acceptance and give permission to commence the sending of e-mails in any particular campaign by issuing authorisation by e-mail.

26.11 Customers may not submit through JET Connect any national insurance number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial or health information, or any other information which may have specific personal significance to any data subject without JET's prior written approval.

26.12 Any telephone, email or other support made available to the Customer in relation to JET Connect will only be available from 9.30am to 5.00pm UK time on Business Days and is chargeable at JET's standard rates from time to time.

26.13 JET Connect does not give any warranty as to the success of or response to any correspondence which the Customer may send or arrange to be sent through JET Connect, or that any campaign is fit for any particular purpose.

26.14 The Customer warrants that the Customer Content will not infringe any third party's Intellectual Property Rights or the right of publicity or privacy of any third party or violate any laws nor contain defamatory trade libellous, threatening, unlawful, harassing material, pornographic or obscene material or violate any laws regarding unfair competition, anti-discrimination, false advertising or consumer protection, nor will it contain any Viruses or any other similar, harmful or deleterious programming routines.

26.15 In relation to JET Connect only, any service levels being provided to the Customer by JET under this Contract will not exceed the service levels which are being received by JET in its relationship with Emailcentre UK Limited (trading as Xtremepush UK) (see

<https://docs.maxemail.xtremepush.com/doc/platform-and-services/platform-sla>). The relevant service levels under that agreement are those which relate to the 'Platform Only Service'.

Part C3 – Supply of Goods Terms

The terms and conditions of this Part C3 (clauses 27 – 30) will only be applicable to any Contract involving the sale of Goods from JET to the Customer.

27 DELIVERY OF GOODS

27.1 JET will ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and JET reference numbers, the type and quantity of the Goods and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

27.2 JET will deliver the Goods to the location set out in the Commercial Details or such other location as the parties may agree (Delivery Location) at any time after JET notifies the Customer that the Goods are ready.

27.3 Delivery of the Goods will be completed on the completion of unloading of the Goods at the Delivery Location.

27.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. JET will not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide JET with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

27.5 If JET fails to deliver the Goods, its liability will be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. JET will have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide JET with adequate delivery instructions for the Goods or any relevant instruction, material or Customer Content related to the supply of the Goods in sufficient time to allow JET to reasonably deliver the Goods in accordance with this Contract.

27.6 If the Customer fails to accept delivery of the Goods, then except where such failure or delay is caused by a Force Majeure Event or by JET's failure to comply with its obligations under the Contract in respect of the Goods:

- 27.6.1 delivery of the Goods will be deemed to have been completed at the time that JET attempted delivery; and
- 27.6.2 JET will store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

27.7 If 10 Business Days after the later of:

- 27.7.1 the day on which JET notified the Customer that the Goods were ready for delivery; and

27.7.2 the day on which JET attempted delivery of the Goods, the Customer has not accepted delivery of them, JET may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

27.8 If JET delivers up to and including 2% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, JET will make a pro rata adjustment to the invoice for the Goods.

27.9 JET may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

28 QUALITY OF GOODS

28.1 JET warrants that on delivery the Goods will:

28.1.1 conform in all material respects with their description and any applicable Goods Specification;

28.1.2 be free from material defects in design, material and workmanship; and

28.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

28.2 Subject to clause 28.3, JET will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

28.2.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 28.1;

28.2.2 JET is given a reasonable opportunity of examining such Goods; and

28.2.3 the Customer (if asked to do so by JET) returns such Goods to JET's place of business at the Customer's cost.

28.3 JET will not be liable for the Goods' failure to comply with the warranty in clause 28.1 if:

28.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 28.2;

28.3.2 the defect arises because the Customer failed to follow JET's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

28.3.3 the Customer alters or repairs such Goods without the written consent of JET;

28.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

28.3.5 the Goods have been produced for use by the Customer at a specific event, and the date of the event has passed and as a consequence the Goods no longer hold material value; or

28.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

28.4 Except as provided in this clause 28 (Quality of Goods), JET will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 28.1.

28.5 The terms and conditions of this Contract will apply to any repaired or replacement Goods supplied by JET.

29 TITLE AND RISK

29.1 The risk in the Goods will pass to the Customer on completion of delivery.

29.2 Title to the Goods will not pass to the Customer until the earlier of:

29.2.1 JET receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods will pass at the time of payment;

29.2.2 the Customer resells the Goods (which will include where the Goods have been produced for use by the Customer at a specific event and, as a result of their use at or in accordance with the event, they are no longer within the reasonable control of the Customer), in which case title to the Goods will pass to the Customer at the time specified in clause 29.4.

29.3 Until title to the Goods has passed to the Customer, the Customer will:

29.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as JET's property;

29.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

29.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on JET's behalf from the date of delivery;

29.3.4 notify JET immediately if it becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.4; and

29.3.5 give JET such information relating to the Goods as JET may require from time to time.

29.4 Subject to clause 29.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before JET receives payment for the Goods. However, if the Customer resells the Goods before that time:

29.4.1 it does so as principal and not as JET's agent; and

29.4.2 title to the Goods will pass from JET to the Customer immediately before the time event specified in clause 29.2.2 occurs.

29.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, then, without limiting any other right or remedy JET may have:

29.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

29.5.2 JET may at any time:

(a) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

30 CUSTOMER'S ADDITIONAL OBLIGATIONS – GOODS

30.1 The Customer will comply with any additional obligations as set out in the Goods Specification.

Part C4 – Rental of Equipment Terms

The terms and conditions of this Part C4 (clauses 31 – 37) will only be applicable to any Contract involving the rental of Equipment from JET to the Customer (irrespective of whether or not any separate charges are payable for such rental).

31 EQUIPMENT RENTAL

31.1 JET will rent the Equipment to the Customer for use at the Event Premises subject to the terms and conditions of this Contract.

31.2 JET will not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Equipment.

32 RENTAL PERIOD

The rental period starts on the date that JET physically delivers the Equipment to the Customer and will continue until JET no longer provides the Services to which the Equipment directly relates (Rental Period), unless this Contract is terminated earlier in accordance with its terms.

33 TRANSFER OF THE EQUIPMENT

33.1 JET will physically deliver the Equipment to the Customer, using reasonable endeavours to do so by the date and time agreed between the parties.

33.2 The Customer will procure that a duly authorised representative of the Customer will be present when JET attempts to physically deliver the Equipment. Acceptance of possession of the Equipment by such representative will constitute conclusive evidence that the Customer has examined the Equipment and has found it to be in good condition, complete and fit in all material respects for the purpose for which it is intended. If required by JET, the Customer's duly authorised representative will sign a receipt confirming such acceptance.

34 TITLE, RISK AND INSURANCE

34.1 The Equipment will at all times remain the property of JET, and the Customer will have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).

34.2 The risk of loss, theft, damage or destruction of the Equipment will pass to the Customer when JET physically delivers the Equipment to the Customer. The Equipment will remain at the sole risk of the Customer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Customer until such time as the Equipment is returned to JET.

34.3 During the Rental Period, the Customer will, at its own expense, obtain and maintain insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and any other risks and types of insurance as JET may from time to time nominate in writing.

34.4 The Customer will give immediate written notice to JET in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

34.5 If the Customer fails to effect or maintain any of the insurances required under this Contract, JET will be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt from the Customer.

34.6 The Customer will, on demand, supply copies of the relevant insurance, policies or other insurance confirmation acceptable to JET and proof of premium payment to JET to confirm the insurance arrangements.

35 CUSTOMER'S ADDITIONAL OBLIGATIONS – EQUIPMENT

35.1 The Customer will during the Rental Period and until the Equipment is returned to JET:

35.1.1 ensure that the Equipment is used only for the purposes for which it is designed and the purposes for which it is rented to the Customer;

35.1.2 ensure that the Equipment is operated by its staff in accordance with any operating instructions produced by the manufacturers of the Equipment;

35.1.3 ensure that the Equipment is operated by its staff in accordance with any instructions provided by JET;

35.1.4 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the date that JET physically delivered the Equipment to the Customer (fair wear and tear only excepted) and will make good any damage to the Equipment;

35.1.5 make no alteration to the Equipment and will not remove any existing component(s) from the Equipment without the prior written consent of JET. Title and property in all substitutions, replacements, renewals made in or to the Equipment will vest in JET immediately upon installation;

35.1.6 keep JET fully informed of all material matters relating to the Equipment;

35.1.7 at all times keep the Equipment in the possession or control of the Customer and keep JET informed of its location;

35.1.8 permit JET or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon any premises at which the Equipment may be located, and will grant reasonable access and facilities for such inspection;

35.1.9 not, without the prior written consent of JET, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, or lend the Equipment;

35.1.10 not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of JET in the Equipment;

35.1.11 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Customer will notify JET and the Customer will at its sole expense use its best endeavours to procure an immediate release of the Equipment and will indemnify JET on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

35.1.12 not use the Equipment for any unlawful purpose;

35.1.13 as required by JET, ensure that at all times the Equipment remains identifiable as being JET's property; and

35.1.14 deliver up the Equipment at the end of the Rental Period or on earlier termination of this Contract in accordance with such instructions as JET provides including in relation to the packaging and covering of the Equipment, or if necessary allow JET or its representatives access to any premises where the Equipment is located for the purpose of removing the Equipment.

35.2 The Customer acknowledges that JET will not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer undertakes to indemnify and keep indemnified JET against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms and conditions of this Part C4 of this Contract.

36 ADDITIONAL CHARGES AND LIQUIDATED DAMAGES – EQUIPMENT

36.1 If any loss or damage occurs to the Equipment (in whole or in part) during the Rental Period, the Customer will:

36.1.1 immediately inform JET of such;

36.1.2 if the Equipment has been lost, stolen or in the reasonable opinion of JET is considered damaged beyond viable repair, promptly pay to JET the full replacement value of the affected Equipment; and

36.1.3 if in the reasonable opinion of JET it is viable to repair the affected Equipment, promptly and at its own expense put the affected Equipment into a state of good repair, appearance, condition and functionality.

36.2 If the Customer fails to deliver up the Equipment (in whole or in part), or has not completed any steps required of the Customer by JET under clauses 36.1.2 or 36.1.3 (if applicable), by the date and time agreed between the parties for return of the Equipment, for any reason (other than a Force Majeure Event), then the Customer shall pay to JET, as liquidated damages, a daily sum of 150% of the then applicable daily rate at which JET has been renting out such Equipment or its equivalent or offering such items to rent to other parties. The parties acknowledge and confirm that any such late return fee under this clause is a genuine pre-estimate of the damage and loss likely to be suffered by JET as a result of the Customer's failure to deliver up the Equipment on time.

36.3 If the Equipment (in whole or in part) is not in a good state of repair, appearance, condition and functionality when it is delivered up by the Customer (fair wear and tear expected), JET will be entitled to make such repairs or may cause such repairs to be made as JET reasonably considers are necessary to put such Equipment in a good state of repair, appearance, condition and functionality and charge the Customer for JET's and any third parties' costs for achieving the same.

37 WARRANTY

37.1 JET warrants that, when JET physically delivers the Equipment to the Customer, the Equipment will substantially conform to its specification made available by JET, be of satisfactory quality and fit for any purpose held out by JET. JET will use reasonable endeavours to remedy, free of charge, any material defect in the Equipment which the Customer notifies to JET within 15 Business Days of when JET physically delivered the Equipment, provided that:

37.1.1 JET is permitted to make a full examination of the alleged defect;

37.1.2 the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the JET's authorised personnel;

37.1.3 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

37.1.4 the defect is directly attributable to defective material, workmanship or design.

37.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by JET, the Customer will be entitled only to such warranty or other benefit as JET has received from the manufacturer.

37.3 If JET fails to remedy any material defect in the Equipment in accordance with clause 37.1, JET will, at the Customer's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable during the remaining term of this Contract.

Cancellation of event:

- 1. Full costs would be incurred if the event is cancelled 28 days or less before the event build up.**
- 2. For events cancelled before 28 days you will be invoiced for all work undertaken and costs incurred for example, web registration forms, account management time, badge stock ordered, travel and hotels etc**
- 3. The onsite registration staff costs will be charged at 50% between 2 and 4 weeks before the event. If cancelled within 14 days or less you will be charged at full cost.**