

Standard Terms and Conditions

- 1) The 'CLIENT' accepts that once it has signed and returned a contract, any subsequent cancellation will result in a charge equal to a minimum of 65% of the rate agreed, which the 'CLIENT' shall immediately pay to 'B.I.G.'.
- 2) Description of technology – cutting edge, free form, free floating holographic image, TVC, or text with sound capability, encased in anti-reflective clear glass and steel – name the X-sight. The holographic effect will be dependent on creative material supplied by 'CLIENT'. Spinning and rotating images (as seen on www.balfourgroup.com) are created from cinema 4D files. Should 'CLIENT' not be able to supply cinema 4D files then fully rotating and/or spinning images may not be possible. 'CLIENT' acknowledges and accepts that no cancellations or refusal to pay may be attributed to holographic effects not being fully comparable to website images. 'B.I.G.' will endeavour to ensure that the final image created demonstrates the holographic effect in the best way possible, based on creative material supplied.
- 3) The 'CLIENT' agrees to adhere strictly to the copy deadlines, approval deadlines and production sheet specifications. Production sheet will follow upon receipt of signed contract.
- 4) If 'B.I.G.' alters the venue, dates, technology configuration, or technology location of the event in question, the outlined and agreed package will be aired across an alternative venue, dates and/or screen configuration. The 'CLIENT' is entitled to a refund if the event is cancelled due to the acts or omissions of 'B.I.G.' (such as failure by 'B.I.G.' to comply with administrative procedures) which are within the reasonable control of 'B.I.G.'. In the event of a refund, 'B.I.G.' shall be under no obligation to procure an alternative airing of the production.
- 5) All payments must be made strictly in accordance with the terms of the contract. All amounts agreed under the contract are exclusive of any taxes or bank charges. The agreed amount must be received by 'B.I.G.' net of all charges.
- 6) Force Majeure (being events outside the reasonable control of 'B.I.G.' including, without limitation, closure of venue, terrorist attacks, acts or omissions of a third party contractor of 'B.I.G.' (including the venue provider or venue organiser), acts of god and governmental or regulatory authority action). 'B.I.G.' shall not be liable for any delay in performance or non-performance of its obligations under the contract to the extent that the delay or non-performance is due to Force Majeure. As part of 'B.I.G.'s superior quality of service, 'B.I.G.' is committed to take all reasonable steps to provide 'CLIENT' with venues and ideas to mitigate the effects of a Force Majeure event. The 'CLIENT' accepts that in the event of Force Majeure, no costs, fees or expenses will be refunded by 'B.I.G.'. 'B.I.G.' will as appropriate provide a credit note towards an airing of the production at a different venue, date and period, and will consult with 'CLIENT' in relation thereto.
- 7) If the Event is cancelled or postponed, or if the Venue or Date(s) become unavailable, due to events outside the reasonable control of 'B.I.G.' (including, but not limited to, events of Force Majeure), 'B.I.G.' shall use all reasonable efforts to reschedule the Event. 'B.I.G.' shall not be required to refund any monies paid. As part of 'B.I.G.'s commitment to exemplary client services, 'B.I.G.' will ensure that any replacement Event offers a demographic comparable with that of the Event.
- 8) The 'CLIENT' indemnifies 'B.I.G.' against all claims, liabilities, losses, damages, costs and expenses of any kind whatsoever which 'B.I.G.' may incur arising out of or in connection with any breach, negligence, performance or failure in performance by the 'CLIENT'.
- 9) Where the 'CLIENT' is in breach of the contract and, if the breach is capable of remedy, it fails to remedy it within 5 working days after written notice from 'B.I.G.', 'B.I.G.' has the right to terminate the contract without prejudice to any other rights or remedies of 'B.I.G.' (including under the 'Cancellation policy' set out in point 1) in respect of the breach concerned.
- 10) The 'CLIENT' acknowledges and agrees that the airing of audio is at the sole discretion of venue management. 'B.I.G.' accepts no liability in relation to the airing of audio including, without limitation, a refusal by venue management to air audio content.
- 11) With the exception of fraud, or death or personal injury caused by the negligence of 'B.I.G.' (in relation to which liability shall not be excluded or limited), the total liability of 'B.I.G.', whether such liability arises in contract, tort (including without limitation negligence) or otherwise, shall be limited in aggregate to the amounts payable to 'B.I.G.' under the contract. 'B.I.G.' shall not be liable for any loss of business, profits or revenue, or for any indirect, special or consequential loss.
- 12) All contracts are subject to a standard industry 21% service charge.
- 13) The 'CLIENT' acknowledges that 'B.I.G.' reserve the right to alter technology if in doing so 'B.I.G.' can in their opinion improve the engagement factor between audience and technology and still offer the same or greater exposure to the 'CLIENT'.
- 14) In the event of any down time due to technical failure on the event technology, 'B.I.G.' will use its best endeavours to fix any issue as soon as it is possible. Any lost airtime during this time will be made up in the form of a pro-rata increase of airtime throughout the event.
- 15) This contract shall be governed by English law. All disputes arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, nothing in this clause shall limit the right of 'B.I.G.' to take proceedings against 'CLIENT' in any other court of competent jurisdiction, nor shall the taking of proceedings in such jurisdiction preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such jurisdiction.

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