

## **Clubhouse Sports Media Ltd Terms and Conditions of Business**

### **PART A – TERMS APPLICABLE TO ALL SERVICES**

#### **1. Basis of Contract**

- 1.1 These Conditions apply to each Order Form to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 1.2 Each Order Form constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 1.3 Each Order Form shall be deemed to be accepted on the date of last signature by the parties ("**Effective Date**").
- 1.4 Each Order Form and these Conditions constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Order Form and/or these Conditions.
- 1.5 A quotation for the Services given by the Company shall not constitute an offer. A quotation shall only be valid for a period of 14 (fourteen) Business Days.
- 1.6 If there is any conflict or ambiguity between these Conditions and the Order Form, the Conditions shall prevail.
- 1.7 The Parties acknowledge and agree that this Agreement is entered into on a business-to-business basis and does not constitute a consumer contract. Accordingly, no statutory cooling-off period or consumer cancellation rights apply to this Agreement.

#### **2. Term**

- 2.1 This Agreement shall commence on the Effective Date and shall continue, (unless terminated earlier in accordance with its terms) for the Initial Term when it shall terminate automatically without notice.
- 2.2 The Company shall provide the Services to the Customer in accordance with this Agreement from the Effective Date.

#### **3. Company's Responsibilities**

- 3.1 The Company shall manage, complete and supply the Services, and deliver the Deliverables to the Customer, in accordance with these Conditions.
- 3.2 The Company shall use reasonable endeavours to meet any performance dates specified in the order form but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this Agreement.
- 3.3 The Company confirms that, wherever possible, it will ensure that the Customer's Marks will be present in accordance with this Agreement and that the Customer's Marks are incorporated into all promotional, advertising and publicity material as applicable in the performance of the Services.
- 3.4 The Company shall appoint a manager for the Services. That person shall have authority to contractually bind the Company on all matters relating to the Services. The Company shall use all reasonable endeavours to ensure that the same person acts as the Company's manager throughout the term of this Agreement, but may replace that person from time to time where reasonably necessary in the interests of the Company's business.

#### **4. Customer's obligations**

- 4.1 The Customer shall:
  - 4.1.1 co-operate with the Company in all matters relating to the Services;

- 4.1.2 appoint a manager for the Services, such person as identified in the Order Form. That person shall have the authority to contractually bind the Customer on matters relating to the Services;
  - 4.1.3 Provide to the Company, in a timely manner, all documents, information, items, and materials in any form (whether owned by the Customer or a third party) that are required under the offer or otherwise reasonably required by the Company in connection with the Services and ensure that such materials are accurate and complete. If the Customer fails to provide these materials, the Customer acknowledges and agrees that the Company may use placeholder artwork in all forms for the fulfillment of the Services;
  - 4.1.4 provide to the Company, all suitable material including artwork of the Customer's Marks in a format and within print deadlines reasonably specified by the Company for it to be reproduced under the control of the Company for the fulfilment of the Services;
  - 4.1.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Company to provide the Services, the use of all Customer Materials insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and
  - 4.1.6 provide all assistance, information, and advice which the Company may reasonably require to enable the Company to comply with its obligations and responsibilities under this Agreement.
  - 4.1.7 The Customer grants the Company the right to transfer, reproduce, and display the Customer's Marks at an alternative venue if (a) the Company, acting reasonably, determines that such transfer is necessary for the proper performance or fulfillment of this Agreement, or (b) the contractual term between the Company and the originally contracted venue ends during the term of this Agreement. The Company shall ensure that any such use of the Customer's Marks is solely for the purposes of providing the Services and in accordance with the terms of this Agreement.
- 4.2 If the Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall not be liable for any such delay and be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 4.3 The Customer represents and warrants that:
- 4.3.1 it owns or is solely entitled to use the Customer Marks and the Customer Materials supplied to the Company in relation to this Agreement and the Company shall be entitled to see evidence to this effect on request;
  - 4.3.2 the Company's use of the Customer's Marks and the Customer Materials in accordance with the terms of this Agreement will not infringe the rights of any third party.
- 5. Grant of rights and reservations**
- 5.1 The Customer grants and the Company accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Customer's Marks during the Initial Term for the delivery of the Services under the term of this Agreement.
- 6. Charges and Payment**
- 6.1 In consideration of the provision of the Services by the Company, the Customer shall pay the Charges at set out in the Order Form.
- 6.2 [The Charges exclude the following which shall be payable by the Customer monthly in

arrears, following submission of an appropriate invoice:

- 6.2.1 the cost of any other ancillary expenses reasonably incurred by the individuals whom the Company engages in connection with the Services; and
- 6.2.2 the cost to the Company of any materials or services procured by the Company from third parties for the provision of the Services as such items and their cost are set out in the Order Form.

- 6.3 The Company shall invoice the Customer for the Charges at the intervals specified in the Order Form. If no intervals are so specified the Company shall invoice the Customer at the end of each month for Services performed during that month.
- 6.4 The Customer shall pay each invoice submitted to it by the Company within 7 days of receipt to a bank account nominated in writing by the Company from time to time.
- 6.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company any sum due under this Agreement on the due date, the Company may suspend all or part of the Services until payment has been made in full.
- 6.6 All sums payable to the Company under this Agreement:
- 6.6.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  - 6.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
  - 6.6.3 This clause shall survive termination.
  - 6.6.4 All sales are final, and we operate a strict **no refund policy**. By entering into this agreement, the Customer acknowledges and accepts that payments made are non-refundable under any circumstances.
  - 6.6.5 If the Company, at its sole discretion, agrees to grant a refund as an exceptional measure, the Company reserves the right to deduct from the refundable amount the value of any discounts, promotional offers, or complimentary services that were applied to or received by the Customer in connection with the transaction. The value of such deductions shall be determined by the Company acting reasonably.
  - 6.6.6 This clause does not affect any statutory rights to which the Customer may be entitled under applicable law.

## 7. Intellectual Property Rights

- 7.1 In relation to the Deliverables:
- 7.1.1 the Company and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
  - 7.1.2 the Company grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables; and
  - 7.1.3 the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.1.2:
- 7.2 In relation to the Customer Materials, the Customer:
- 7.2.1 and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
  - 7.2.2 grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer.
- 7.3 The Customer and Company acknowledge that all rights in the Customer's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Customer, and, save as expressly provided in clause 5.1, the Company shall not acquire any rights in the Customer's Marks, nor in any developments or variations of them.

7.4 The Company:

7.4.1 warrants that the receipt, use and onward supply of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;

7.4.2 shall, subject to clause 10, indemnify the Customer in full 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 reasonable professional costs and expenses) suffered or incurred by the Customer arising out

of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables; and

7.4.3 shall not be in breach of the warranty at clause 7.4.1, and the Customer shall have no claim under the indemnity at clause 7.4.2, to the extent the infringement arises from:

7.4.3.1 the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in any Deliverable;

7.4.3.2 any modification of the Deliverables or Services, other than by or on behalf of the Company; and

7.4.3.3 compliance with the Customer's specifications or instructions, where infringement could not have been avoided while complying with such specifications or instructions and provided that the Company shall notify the Customer if it knows or suspects that compliance with such specification or instruction may result in infringement.

7.5 The Customer:

7.5.1 warrants that the receipt and use of the Customer Materials and the Customer's Marks in the performance of this Agreement by the Company, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

7.5.2 shall indemnify the Company in full 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 reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim brought against the Company, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials and/or the Customer's Marks.

## **8. Data Protection**

8.1 Both parties will comply with all applicable requirements of the DP Legislation. This clause 8.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the DP Legislation.

8.2 The parties acknowledge that for the purposes of the DP Legislation, the Customer is the controller and the Company is the processor. The Order Form sets out the scope, nature and purpose of processing by the Company, 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, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this Agreement.

8.4 Without prejudice to the generality of clause 8.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under this Agreement:

8.4.1 process that personal data only on the documented written instructions of the Customer unless the Company is required by Applicable Law to otherwise process that personal data. Where the Company is relying on the laws of a member of the

European Union or European Union law as the basis for processing personal data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits the Company from so notifying the Customer;

- 8.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 without prejudice to clause 9, ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
  - 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:
    - 8.4.4.1 the Customer or the Company has provided appropriate safeguards in relation to the transfer;
    - 8.4.4.2 the data subject has enforceable rights and effective legal remedies;
    - 8.4.4.3 the Company complies with its obligations under the DP Legislation by providing an adequate level of protection to any personal data that is transferred; and
    - 8.4.4.4 the Company 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 DP 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 Agreement 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 and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the DP Legislation.
- 8.5 The Customer consents to the Company appointing a third-party processor of Personal Data under this Agreement. The Company confirms that it has entered or (as the case may be) will enter into with the third party processor a written agreement incorporating terms which are substantially similar to those set out in this clause 8 and in either case which the Company confirms reflect and will continue to reflect the requirements of the DP Legislation. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.

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

## **9. Confidentiality**

9.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs ("Confidential Information"), except as permitted by clause 9.2.

9.2 Each party may disclose the other party's Confidential Information:

9.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 9; and

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

9.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

## **10. Limitation of Liability**

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in this clause 10 shall limit the Customer's payment obligations under this Agreement.

10.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

10.3.1 death or personal injury caused by negligence;

10.3.2 fraud or fraudulent misrepresentation; and

10.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

10.5 Neither party shall be liable to the other, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for any:

10.5.1 loss of profits;

10.5.2 loss of sales or business;

10.5.3 loss of agreements or contracts;

10.5.4 loss of anticipated savings;

- 10.5.5 loss of use or corruption of software, data or information;
- 10.5.6 loss of or damage to goodwill; and
- 10.5.7 indirect or consequential loss.

suffered by the other party that arises under or in connection with this Agreement.

- 10.6 Subject to clauses 10.2, 10.3 and 10.4 the Company's total liability to the Customer shall not exceed a sum equal to the total Charges paid by the Customer to the Company as set out in the Order Form during the 12 (twelve) months immediately preceding the date on which the claim arose.

## **11. Termination**

- 11.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- 11.1.1 the other party commits a material breach of any other term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- 11.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- 11.1.3 One or more of the following applies to the other party:

- 11.1.3.1 it ceases to trade;

- 11.1.3.2 it is unable to pay its debts; or

- 11.1.3.3 it suffers an Insolvency Event.

- 11.1.3.4 or any Force Majeure Event prevents the other party from performing its obligations under this Agreement for any continuous period of three months.

- 11.2 Without affecting any other right or remedy available to it, the Company may terminate this Agreement with immediate effect by giving written notice to the Customer if:

- 11.2.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

- 11.2.2 there is a change of Control of the Customer.

## **12. Obligations on Termination**

- 12.1 On termination or expiry of this Agreement:

- 12.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

- 12.1.2 return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;

- 12.1.3 erase all the other party's Confidential Information from its computer systems (to the extent possible); and

and

12.1.4 the Company shall on request return any of the Customer Materials not used up in the provision of the Services; and

12.1.5 on request, certify in writing to the other party that it has complied with the requirements of this clause 12.

### **13. Survival**

13.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after the termination or expiry of this Agreement shall remain in full force and effect.

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

### **14. Force Majeure**

14.1 **“Force Majeure Event”** means any circumstance not within a party's reasonable control including, without limitation:

14.1.1 acts of God, flood, drought, earthquake or other natural disaster;

14.1.2 epidemic or pandemic;

14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

14.1.4 nuclear, chemical or biological contamination or sonic boom;

14.1.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

14.1.6 collapse of buildings, fire, explosion or accident; and

14.1.7 non-performance by suppliers or subcontractors; and

14.1.8 interruption or failure of utility service.

14.2 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event.

### **15. Assignment and Other Dealings**

15.1 This Agreement is personal to the Customer and the Customer shall 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 this Agreement.

15.2 The Company may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that the Company gives prior written notice of such dealing to the Customer.

**16. Costs**

Except as expressly provided in this Agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

**17. Further Assurance**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

**18. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**19. Waiver**

A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**20. Rights and Remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**21. Severance**

21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**22. No Partnership or Agency**

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**23. Third Party Rights**

23.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**24. Notices**

24.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- 24.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - 24.1.2 sent by email to the address specified in the Order Form for the Customer and sent by email to [info@clubhouseLtd.com](mailto:info@clubhouseLtd.com) for the Company.
- 24.2 Any notice or communication shall be deemed to have been received:
- 24.2.1 if delivered by hand, at the time the notice is left at the proper address;
  - 24.2.2 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
  - 24.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 24.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 25. Counterparts

- 25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## 26. Governing law and Jurisdiction

- 26.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## PART B – INTERPRETATION

### 27. Definitions and Interpretation

- 27.1 In these Conditions, except where the context otherwise requires, the following definitions apply:

**Agreement:** these Conditions and the Order Form;

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

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

**Business Hours:** the period from 9.00am to 5.00pm on any Business Day;

**Charges:** the sums payable for the Services, as set out in the Order Form;

**Company:** Clubhouse Sports Media Ltd (company number 13358428) whose registered office is at Office 13 Inspire Business Park, Newlands Way, Bradford, BD10 0JE;

**Company's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Company to the Customer and used directly or indirectly in the supply of the Services including any such items specified in the order form but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer;

**Conditions:** these terms and conditions;

**Confidential Information:** has the meaning given in clause 9.1;

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression "**Change of Control**" shall be construed accordingly;

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical Measures:** as defined in the DP Legislation;

**Customer:** means the Customer, whose details are set out in the Order Form;

**Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Company in connection with the Services, including the items provided pursuant to clause 4.1.3;

**Customer's Marks:** the trade mark(s) as set out in the order form, together with any accompanying artwork, design, slogan, text and other collateral marketing signs of the Customer;

**DP Legislation:** (i) the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") unless and until the GDPR is no longer directly applicable in the UK, together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 ("**DPA**"); (ii) any successor legislation to the GDPR and the DPA; and (iii) any other directly applicable EU and/or UK legislation relating to data protection and privacy, including the Privacy and Electronic Communications Regulations 2003 (PECR), as amended from time to time;

**Deliverables:** any output of the Services to be provided by the Company to the Customer as specified in the order form and any other documents, products and materials provided by the Company to the Customer in relation to the Services (excluding the Company's Equipment).

**Effective Date:** has the meaning given to it in clause 1.3;

**Force Majeure Event:** has the meaning given to it in clause 14.1;

**Initial Term:** 24 months, beginning on the Effective Date;

**Insolvency Event:** the other party:

- (a) enters liquidation or a winding up petition is presented against the company;
- (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets;
- (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or
- (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;

**Intellectual Property Rights:** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of

information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;

**Order Form:** means the Company's Order Form appended to these Conditions;

**Services:** the services as set out in the Order Form, and this Agreement, including services which are incidental or ancillary to such services;

**VAT:** value added tax chargeable in the UK; and

**Venue:** means the sports premises where some or all of the Services are to be provided (as applicable) and as set out in the Order Form.

- 27.2 In these terms and conditions (except where the context otherwise requires):
- 27.3 the singular includes the plural and vice versa, and references to any gender includes the other genders;
- 27.4 references to a "person" includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature;
- 27.5 any words following the terms "including", "include", "for example" or any similar expression are by way of illustration and emphasis only and shall not limit the generality or extent of any other words or expressions; and
- 27.6 references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after this Agreement) under that legislation.