

1. DEFINITIONS

1.1. In these terms and conditions (the "Conditions"):

"Booking Contract" means the written specification for the provision of the Goods and/ or Services by Vue to the Client as attached to these Conditions;

"Client" means the client specified in the Booking Contract to whom the Goods and/ or Services are to be provided;

"Contract" means the contract between Vue and the Client consisting of the Booking Contract and incorporating these Conditions and the relevant provisions of Vue's Guest Admissions Policy, Online Ticket Terms and Offline Ticket Terms available at <http://www.myvue.com/legal> (as amended from time to time). In the event of any inconsistency between the documents comprising the Contract, the Booking Contract shall take precedence to the extent necessary to resolve such conflict;

"Event" means the Event to be held by the Client as specifically described in the Booking Contract;

"Facilities" means the auditoriums and other such areas of the applicable Vue site and the equipment belonging to Vue as set out in the Booking Contract to be hired by the Client for the Event;

"Goods" means the goods to be provided by Vue to the Client as set out in the Booking Contract (if any);

"Hire Period" means the period for which the Facilities are hired as set out in the Booking Contract;

"Services" means the services to be provided by Vue to the Client as set out in the Booking Contract (if any);

"Vue" means Vue Entertainment Limited, a company registered in England & Wales (Company Number: 04699504) of 10 Chiswick Park, 566 Chiswick High Road, London, W4 5XS; and

"Vue Group" means Vue, its subsidiaries and holding companies and the subsidiaries of such holding companies from time to time (as such terms are defined in section 1159 Companies Act 2006).

1.2. Reference to any clause, is a reference to a clause in these Conditions unless the reference specifically refers to a clause in the Booking Contract.

1.3. The headings in the Booking Contract and in the Conditions are for convenience and reference only and shall in no way effect the construction or interpretation of the Booking Contract and of these Conditions.

1.4. In the Booking Contract and in these Conditions:

1.4.1. the singular includes the plural and vice versa;

1.4.2. reference to the feminine includes the masculine and vice versa; and

1.4.3. any reference to a statute or statutory provision includes references to the same as from time to time re-enacted, amended or modified unless otherwise stated. Words and expressions defined in the Booking Contract shall have the same meaning as in these Conditions.

2. GENERAL CONDITIONS

2.1. These Conditions are complete and exhaustive and shall be in substitution for any oral or other arrangements made between Vue and the Client. No other terms and conditions (apart from any terms and conditions specified in the Booking Contract and the relevant provisions of Vue's Guest Admissions Policy, Online Ticket Terms and Offline Ticket Terms as amended from time to time) shall apply to the Contract relating to the provision of the Goods and/ or Services by Vue to the Client. If you have not received a copy of Vue's Guest Admissions Policy, Online Ticket Terms or Offline Ticket Terms then please ask for a copy or access a copy at <http://www.myvue.com/legal> as you will be bound by these terms in any event.

2.2. By accepting the Booking Contract, the Client is deemed to have accepted these Conditions in their entirety. No addition or amendment to the Conditions, exclusion of any of the Conditions or substitution of any of the Conditions by any other terms of the Client will be accepted by Vue unless such addition, amendment, exclusion or substitution has been agreed by a director of Vue in writing.

2.3. With respect to the hire of auditoriums or other areas of Vue's cinemas, the hired venue must be completely clear of all guests, equipment and display items by the time specified in the Booking

Contract or as otherwise agreed by Vue in advance in writing. In the event of any delay, a charge of £500 (five hundred pounds) (excluding VAT) per additional 30 (thirty) minutes (or part thereof) will be applied.

3. USE OF THE VENUE

3.1. The Facilities shall be used by the Client for the purposes of the Event only.

3.2. The Client shall be responsible for the conduct of its staff and the Event attendees and guests whilst they are at and / or using the Facilities and shall provide suitable supervisory staff where appropriate.

3.3. The Client shall provide Vue with the final numbers attending the Event no later than the date specified for such provision of information in the Booking Contract, and shall provide Vue with a full guest list in alphabetical order for security purposes in accordance with the terms of the Booking Contract. The Client shall immediately notify Vue of any subsequent changes.

3.4. In the event of any emergency, the Client's staff and guests shall comply with any instruction issued by Vue and shall immediately evacuate if so requested.

3.5. If required, the Client shall ensure that all its staff and guests have appropriate security passes as means of entry. Official written invitations may act as such security passes provided that they include the words "Please bring this invitation with you as a means of entry". A sample of such shall be provided in advance by the Client to Vue if required.

3.6. The Client shall not permit the use of flash photography, filming, video or sound recording without the prior written approval of Vue.

3.7. The Client shall not fix anything to the walls, floors or ceilings of the Facilities without the prior written approval of Vue.

3.8. The Client shall keep all gangways, passages, staircases, doorways and emergency exits free from any obstruction during the Hire Period and shall immediately comply with any instructions given by Vue.

3.9. The Client shall not display any posters, directional signs or other material in the Facilities without the prior written approval of Vue.

3.10. The Client shall not use any logo, trademark, name or other such design owned or associated with Vue without the prior written consent of Vue.

3.11. The Client shall ensure that its staff and guests remain in the Facilities at all times during the Hire Period, as directed by Vue.

3.12. Unless agreed in advance, the Client shall not allow any food or beverages to be brought into the Facilities and only food and beverage supplied by Vue and described in the Booking Contract shall be consumed at the Facilities.

3.13. Vue reserves the right to refuse admission to the Facilities for any reason whatsoever at all times.

4. OBLIGATIONS OF VUE

4.1. Vue shall during the period of the Event:

4.1.1. permit the Client to use the Facilities;

4.1.2. maintain in respect of all premises of Vue all necessary licences and permissions to enable the Event to take place;

4.1.3. keep the Facilities clean and in good working order;

4.1.4. so far as it is able, maintain all usual supplies of electricity, water and gas to the Facilities but Vue shall not be liable for any failure of supply outside its control; and

4.1.5. not without the written consent of the Client (such consent not to be unreasonably withheld or delayed) permit any part of the Event to be filmed or video recorded for any purpose of broadcast by television of radio.

5. FEES AND PAYMENT

5.1. Vue agrees to provide the Goods and/ or Services (as applicable) in return for the fees and costs set out in the Booking Contract. All sums referred to in the Booking Contract shall be exclusive of VAT and any other duty or tax which will (if and to the extent applicable) be payable by the Client.

5.2. Vue reserves the right to request a reasonable sum by way of payment on account before it provides the Goods and/ or Services (as applicable), or at

any time during the provision of the Goods and/ or Services (as applicable) ("Deposit"). If Vue makes such a request, Vue will not make any bookings or commence any work until the requested payment has cleared in its bank account. If a Deposit is required at the time of entering into the Contract, the amount required will be specified in the Booking Contract. All deposits must be paid no later than 4 (four) weeks prior to the Event or, where the lead times is less than 4 (four) weeks, immediately.

5.3. All fees and costs payable by the Client will be invoiced by Vue and paid in pounds sterling unless alternative arrangements have been agreed by Vue in advance in writing. Invoices levied in any other currency will be converted at a premium to the prevailing Bank of England exchange rate.

5.4. All invoices shall be paid by the Client within the stated timeframe on the invoice. The Client may not set off any amounts due to Vue against any sums which may be owed by Vue to the Client (unless this is agreed by a director of Vue in writing).

5.5. The parties acknowledge that the Client may request in writing additional Goods and or Services (the "Additional Items") for the Event, and Vue may elect to supply the same in its absolute discretion. You shall be invoiced for such Additional Items immediately following the Event, and payment shall be due immediately.

5.6. If the Client cancels or amends any booking or instruction at any time, the Client will:

5.6.1. reimburse Vue for all costs, expenses, charges and losses incurred by Vue as a result of such cancellation or amendment, including without limitation any costs, expenses or charges arising from the cancellation or amendment of any contract(s) Vue has entered into and/ or instruction(s) Vue has given to third parties for the purpose of providing the Goods and/ or Services (as applicable) to the Client, including without limitation any fees paid or payable by Vue in connection with the hire of audiovisual or other equipment; and

5.6.2. the cancellation charges set out in the Booking Contract shall apply in the event that the Client cancels the Event. The Event shall only be deemed cancelled upon receipt of written notification of such from the Client.

5.7. If the Client is overdue with any payment to Vue under the Contract then without prejudice to any other rights or remedies available to Vue:

5.7.1. The Client will be liable to pay interest on the overdue amount at the National Westminster Bank Plc base rate plus 4% (four percent) calculated on a daily basis;

5.7.2. Vue reserves the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the same; and

5.7.3. Vue reserves the right to immediately suspend or refrain from providing the Goods and/ or Services (as applicable) without incurring any liability to the Client or any other party.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. As between Vue and the Client, Vue shall retain the copyright and all other intellectual property rights in and to any and all information and materials provided or made available by, or on behalf, of Vue to the Client as part of the provision of Goods and/ or Services (as applicable) ("Vue Material"). The Client shall not obtain any right, title or interest in respect of the Vue Material except as expressly provided in these Conditions or otherwise expressly agreed by Vue in writing.

6.2. Vue hereby grants to the Client a non-exclusive, non-transferable, royalty-free licence to use Vue Material for the sole purpose of receiving the benefit of the Goods and/ or Services (as applicable) in the manner set out in the Booking Contract or as otherwise understood and agreed by Vue and the Client on the date of the Booking Contract (the "Permitted Purpose"), subject to receipt by Vue of all fees and costs payable by the Client in respect of the provision of the Goods and/ or Services (as applicable). No use of Vue Material may be made outside the scope of the Permitted Purpose without the prior written consent of Vue.

7. CONFIDENTIALITY

- 7.1. The Client shall not disclose any information in whatever form which is marked as or is by its nature confidential and is received or obtained by the Client from, or on behalf of, Vue and the Vue Group in the course of their dealings relating to the Contract (and whether before or after the date of the Contract), excluding:
- 7.1.1. information which is in the public domain other than as a result of a breach of the Contract or any separate confidentiality undertaking by the Client;
- 7.1.2. information which the Client received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and
- 7.1.3. any information which the Client is required to disclose to any regulator or law enforcement agency by law, regulation or similar authority ("Confidential Information").
- 7.2. The Client shall only use Confidential Information of, or relating to, Vue and/ or the Vue Group in connection with and to the extent necessary for the purposes of the Contract.
- 7.3. Vue shall be entitled to refer to the Client and in outline to the Goods and/ or Services provided by Vue to the Client (as applicable) for the purpose of publicising and describing Vue and its business.

8. TERMINATION

- 8.1. Either party may terminate the Contract with immediate effect by serving written notice on the other if:
- 8.1.1. the other party is in breach of any of its material obligations under the Contract and fails to remedy such breach (if capable of remedy) within 10 (ten) days of written request; or
- 8.1.2. the other shall become insolvent or if a receiver or administrator for the other is appointed or if any court or administrative authority shall make any order against the other in circumstances which indicate that it may be unable to pay its debts in full.
- 8.2. A failure by the Client to produce the documentation set out in the event checklist including but not limited to a copy of the Client's Public Liability Insurance at least seven (7) days prior to the Event shall constitute a breach under clause 8.1.1 not capable of remedy.
- 8.3. In the event of cancellation under by Vue under 8.1.1 or 8.1.2 above, the Client shall be liable to pay the cancellation charges set out in the Booking Contract. Under no circumstances shall Vue be liable to the Client for a cancellation pursuant to clause 8.1.
- 8.4. Vue reserves the right to cancel this Contract at any time for its own convenience and shall not be liable whatsoever for any costs or losses incurred by the Client but shall reimburse the value of any deposit or charges paid by the Client.
- 8.5. The termination of the Contract for any reason whatsoever shall not affect any provision of the Contract which is intended to survive its termination, nor prejudice or affect the rights of either party against the other in respect of any breach of the Contract or in respect of any monies payable by one party to the other in respect of any period prior to termination.

9. LIABILITY AND INSURANCE

- 9.1. Vue will not be liable for any delay or failure to provide the Goods and/ or Services (as applicable) to the extent that such delay or failure results from any cause or circumstance beyond its reasonable control (an event of "Force Majeure"). If any event of Force Majeure occurs, the date(s) for the provision of the Goods and/ or Services (as applicable) will be postponed for as long as is made necessary by the event of Force Majeure. If any event of Force Majeure continues for a period of or exceeding 60 (sixty) days, either party may terminate the Contract in respect of the affected Goods and/ or Services (as applicable) immediately on written notice to the other party without any liability.
- 9.2. Nothing in this Contract shall limit or exclude the liability of either party for:
- 9.2.1. death or personal injury resulting from negligence; or
- 9.2.2. fraud or fraudulent misrepresentation;

- 9.2.3. any damage to Vue's property, plant or equipment arising out of this Contract; or
- 9.2.4. the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 9.3. Neither party shall in any circumstances be liable for any consequential loss or economic loss or indirect loss of profit to the other party's business.
- 9.4. Subject to clause 9.1, 9.2 and 9.3 above, Vue's liability to the Client under or arising in connection with the Contract shall be limited to an aggregate sum equal to the fees paid by the Client to Vue in the 12 (twelve) months prior to any claim arising.
- 9.5. The Client shall be liable for and shall indemnify and shall keep Vue indemnified against all liability for loss, costs, fees, damages, expenses or other monies incurred or suffered by Vue in connection with the Event, including, without limitation, liability incurred as a result of the following:
- 9.5.1. any claim or threatened claim for injury to any person; or
- 9.5.2. damage to any property or otherwise whatsoever by:
- 9.5.3. any visitor to the premises of Vue or user of the Facilities or the staff, agents or subcontractors of Vue; or
- 9.5.4. any person employed or appointment by the Client or any other person whatsoever, arising out of any act or default by the Client, its employees, agents, sub-contractors or persons acting under its instructions or on its behalf, or arising out of any defect or accident caused by the effects, equipment and other property of the Client.
- 9.6. The Client agrees to take out and maintain the following insurances with a reputable insurance company:
- 9.6.1. all risks cover for its own property; and
- 9.6.2. employer's liability and public liability cover with limits of not less than £10 million.
- 9.7. Vue shall in no event be liable for any loss or damage to the Client, its employees, agents or subcontractors, for any properties, equipment or other effects of the Client or any employee or subcontractor of the Client except to the extent that such loss or damage is attributable to any negligent act or omission of Vue, its officers, agents or employees. This exception does not apply in circumstances where Vue, its officers, agents or employees were acting under the direction of the Client.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1. The Client may not assign, sub-licence or subcontract the Contract or any of its rights or obligations under the Contract without Vue's prior written consent.
- 10.2. Vue may appoint third parties to provide all or any part of the Goods and/ or Services (as applicable) without the Client's consent.

11. NOTICES

- 11.1. Any notices to be served hereunder shall be served upon Vue at 10 Chiswick Park, 566 Chiswick High Road, London, W4 5XS (marked for the attention of the General Counsel) and any notices to be served upon the Client shall be served at the last address notified by the Client to Vue as being its place of business or address for service, service being deemed to have been effected:
- 11.1.1. if delivered by hand, at the time and date of delivery;
- 11.1.2. if sent by recorded delivery or registered post, 48 hours from the date of posting (such date as evidenced by postal receipt etc); or
- 11.1.3. if sent by registered airmail, 5 (five) days from the date of posting (such date as evidenced by postal receipt etc).

12. ANTI-BRIBERY

- 12.1. Vue expressly prohibits payment or receipt of bribes and adopts a zero tolerance approach to any form of corruption. The Client represents and warrants that it has complied with and shall comply with all anti-bribery, anti-corruption or similar laws applicable to either party. Vue shall have the right to terminate this Contract with immediate effect if Vue reasonably believes in

good faith that any requirement of this clause has not been complied with.

13. RIGHTS OF THIRD PARTIES

- 13.1. Subject to Clause 13.2 below, a person who is not party to the Contract may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 13.2. The parties acknowledge and agree that Vue is entering into the Contract for the provision of Goods and/ or Services (as applicable) on behalf of itself and each other member of the Vue Group which is involved in the provision of the Goods and/ or Services (as applicable) and, accordingly, the Client acknowledges that each such member of the Vue Group shall have the same rights as Vue under the Contract. It is intended that each such member of the Vue Group may enforce the benefits conferred on it under the Contract in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999.

14. GENERAL

- 14.1. The Client shall promptly comply with all requests for information and approval made by Vue in connection with the provision of the Goods and/ or Services (as applicable). The Client shall supply Vue with a list of personnel authorised to act on its behalf for the purposes of the Contract.
- 14.2. The relationship between Vue and the Client is one of independent contractors only and nothing herein shall be deemed to constitute a relationship of agency, joint venture or partnership. Neither party shall enter into or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit or otherwise bind or oblige the other party hereto.
- 14.3. The rights, powers and remedies provided in the Contract are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law or otherwise. The failure by Vue to exercise, or delay in exercising, a right, power or remedy provided by the Contract or by law shall not constitute a waiver of that right, power or remedy. If Vue waives a breach of any provision of the Contract, this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 14.4. No variations to this Contract shall be effective unless agreed in writing and signed by each party.
- 14.5. This Contract constitutes the entire agreement between the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Contract.
- 14.6. Each of the provisions of these Conditions is severable and if any provision is or becomes illegal, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired by it.
- 14.7. The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales, save in relation to the enforcement of judgments where jurisdiction shall be non-exclusive.
- 15. COUNTERPARTS**
- 15.1. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 15.2. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract.
- 15.3. No counterpart shall be effective until each party has executed at least one counterpart.