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SMART ENTERTAINMENT LTD TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) set out the terms and conditions on which we supply our services and the ‘BookMy’ Software to you, the Event Provider (as hereinafter defined).

References to the “Company” are to us, Smart Entertainment Limited (company number 033551658), whose registered office address is at Regency House, 45-51 Chorley New Road, Bolton, BL1 4QR.

Please read these Terms and Conditions carefully before confirming your order of any Software from Smart Entertainment Ltd. You should print a copy of these Terms and Conditions for future reference.

1 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise, the following words shall have the given meanings:

Booking: a booking for an Event which is made via the Software;

Booking Confirmation: the booking confirmation sent by the Event Provider to the Customer setting out the details of the Booking;

Business Day: a day (other than a Saturday or Sunday) on which banks are ordinarily open for business in the City of London;

Commencement Date: the date on which the Software is installed by the Company on the Event Provider’s system or, in respect of Services, the date on which Services are first provided by the Company to the Event Provider;

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, customers, financial or other affairs of either party for the time being confidential to that party and trade secrets including, without limitation, technical data and know-how relating to the business of either party;

Contract: means the Event Providers purchase order and the Company’s acceptance of it under clause 3;

Customer: a customer who makes a Booking with the Event Provider;

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

Event: a party or event to be held by the Event Provider at a Venue which is booked by a Customer using the Software;

Event Information: all descriptions, photographs and other material relating to or about an Event or Venue, provided by the Event Provider to the Company for inclusion on the Event Providers website in accordance with clause 3.2;

Event Provider: means any person, firm or Company who purchases the Software and/or the Services from the Company;

Event Provider Portal: the Event Providers individual settings profile relating to its subscription of the Software;

Event Provider Website: the website operated by the Event Provider utilising the Software provided under the Contract allowing online bookings and payments;

Fees: the Subscription Fees and any other fees payable by the Event Provider in respect of training and/or installation of the Software or other Services to be provided by the Company, as set out on the Proposal;

Force Majeure: any act, event, non-happening, omission or accident outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Contract, including but not limited to, Act of God, fire, explosion, flood, lightning, war (whether declared or not), revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; non-performance of third parties; internet failures, computer equipment failures, telecommunication equipment failures, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; compliance with legislation, regulations or restrictions of any government or foreign courts or tribunals;

Initial Term: shall mean a period of one (1) month;

Intellectual Property Rights: any patent, copyright, rights in software, database right, design right, registered design, unregistered design, trademark, service mark, domain name, know-how, utility model, rights in inventions, processes or formulae, and where relevant any application for any such right, or other industrial or intellectual property right anywhere in the world;

Payment Page: means the payment page found within the Event Provider Portal;

Proposal: the proposal sent by the Company to the Event Provider, setting out details of the Software and/or Services to be supplied to the Event Provider and the applicable fees;

Purchase Order: shall mean any purchase order or subscription made for the Software and/or Services;

Rolling Monthly Term: the periods described in clause 4.1;

Services: any other services or deliverables other than the Software which the Company may from time to time agree to provide to the Event Provider;

Software: the standard package Software selected by the Event Provider or such other Software that the Company may agree to supply in each case as specified on the Proposal;

Subscription Fees: the Subscription Fees, as applicable, as set out in the Proposal;

Term: the Initial Term together with any subsequent Rolling Monthly Term;

Venue: the venue(s) managed and/or operated by the Event Provider.

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect its interpretation. Any reference to clauses and Schedules are to the clauses of and schedules to these Terms and Conditions.

1.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, corporation, firm or partnership. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.5 Unless stated to the contrary on the Proposal, in the event and to the extent only of any conflict or inconsistency between any provision on the Proposal and any provision in these Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

2 Application of Conditions

2.1 These Terms and Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Event Providers Purchase Order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing;

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Company unless in writing and signed by a duly authorised representative of the Company;

2.3 Any illustrations or descriptions of the Software and/or Services contained on the Company's website or other advertising media are issued or published for the sole purpose of giving an approximate idea of the Software and/or Services described in them. They shall not form part of the Contract.

3 Effect of Purchase Order

- 3.1 The Event Providers Purchase Order constitutes an offer by the Event Provider to purchase the Software and/or Services as set out in the Proposal on the terms set out in these Terms and Conditions; accordingly, the issue by the Company to the Event Provider of a written sales confirmation, or the commencement of the Services or provision of the Software (whichever is earliest) shall establish a contract for the supply and purchase of the Software and/or Services on these Terms and Conditions. The Event Providers standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the Contract.

4 Term

- 4.1 Unless otherwise set out in the Proposal the Contract shall, unless otherwise terminated in accordance with clause 12, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, the Contract shall be automatically renewed for successive periods of one (1) month (each a Rolling Monthly Term).

5 The Company's Obligations

- 5.1 The Company shall use reasonable endeavours to deliver and install the Software within four (4) to six (6) weeks of the date the sales confirmation is issued by the Company on a date agreed between the parties.
- 5.2 The Company agrees with the Event Provider at all times during the Term to act towards the Event Provider conscientiously and in good faith.
- 5.3 The Company undertakes that the Software and/or Services will be substantially in accordance with the Proposal in all material respects;
- 5.4 The undertaking at clause 5.3 shall not apply to the extent that any such non-conformity is caused by the use of the Software and/or Services contrary to the Company's instructions or other modifications or alteration of the Software and/or Services by the Event Provider.
- 5.5 The Company:-
- a) does not warrant that the Software and/or Services will be interrupted or error free;
 - b) does not warrant that the Software and/or Services will meet the Event Providers requirements;
 - c) shall not be liable for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet and the Event Provider accepts that that Software and/or Services may be subject to delays, errors, interruptions, and other problems inherent with the use of such communication systems.
- 5.6 Unless notified to the Company in writing by the Event Provider the Software and/or Services shall be deemed to have been accepted by the Event Provider:

- i) in respect of Software, within 30 days from the date that the Software is first used on the Event Providers website; or
- ii) in respect of Services, within 30 days from the date the Services (including any deliverables related to the Services) are first provided to the Event Provider.

5.7 To the extent that the Event Provider notifies the Company of any defect in respect of the Software or any other Services (as the case may be) within the time periods specified at 5.6 above then the Company shall use all reasonable endeavours to rectify any such defects within 30 days from the date of such notification.

5.8 For the avoidance of doubt the Company shall have no liability whatsoever as a result or in connection with:-

- a) any error, mistake or inaccuracy contained in the Event Information or any other statement, description, representation or other information made or provided by the Event Provider in relation to or in connection with a Venue or Event; or
- b) any failure of the Event Provider to comply with the terms of the Booking Confirmation, including (without limitation) a failure to provide the Event at the Venue or on the date requested (whether due to a double-booking or otherwise) or a failure to comply with specific diary requirements requested by the Customer or any Event invitee during the Booking process.

6. Event Provider's undertakings

6.1 The Event Provider shall:

- a) provide the Supplier with:
 - i) all necessary co-operation in relation to the Software and/or Services;
 - ii) all necessary access and information as may be required by the Company;
- b) obtain and shall maintain all necessary licences, consents and permissions necessary for the Company, its contractors or agents to perform their obligations under this Contract, including without limitation the Services;
- c) ensure that its network and systems comply with any applicable specifications provided by the Company from time to time;
- d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Company's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Event Providers network connections or telecommunications links or caused by the internet.

6.2 The Event Provider shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software or Services that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;
- c) promotes unlawful violence;
- d) depicts sexually explicit images;
- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or causes damage or injury to any person or property.

6.3 The Event Provider shall not:

- a) accept as may be allowed by any applicable law which is incapable or exclusion by agreement between the parties:
 - i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software and/or Services in any form or media or by any means;
 - ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or part of the Software and/or Services.
- b) access all or part of the Software or any documentation or materials related thereto in order to build a product or services which compete with the Software or any Services provided under this Contract.

6.4 The Event Provider shall indemnify, and shall keep the Company indemnified, against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements) losses and damages suffered or incurred by the Company as a result of a breach by the Event Provider of any of its obligations in this clause 6.

7 Software Licence

7.1 Subject to payment when due of the Subscription Fees and any other Fees or charges which become due from time to time the Company grants to the Event Provider a revocable, non-exclusive, non-transferable right and licence (without the right to grant sub licences) to use the Software and/or Services during the Term.

8 Training and Support

8.1 The Company will provide up to 2 hours free remote training in respect of the Software to the Event Provider.

- 8.2 Any additional training required by the Event Provider shall be supplied at the Company's standard rates then in force.
- 8.3 The Company may provide to the Event Provider support services in respect of the Software and/or Services. The provision of any such support will be at the sole discretion of the Company and shall in any event only be available during normal office hours. The Company will use reasonable endeavours to supply any support services in accordance with its standard service level agreement ("SLA") in force from time to time but such SLA is indicative only and shall not form part of the Contract.
- 8.4 The Company may from time to time be required to undertake maintenance in respect of the Software and/or Services. During such maintenance the Software and/or Services may be unavailable. The Company will use commercially reasonable endeavours to ensure that such maintenance takes place between 10.00 pm and 6.00 am UK time however the Company will not be liable for any periods during which the Software and/or the Services are unavailable.

9 Third Party Suppliers

- 9.1 The Company may provide third party software or services ("Third Party Services") as part of the Software and/or Services to the Event Provider. Such Third Party Services shall be under the standard terms and conditions of that third party provider, and the Event Provider agrees to be bound to the relevant third parties by such terms.
- 9.2 For the avoidance of doubt the Company shall not be liable to the Event Provider for any defect, failure, act or omission of a third party who supplies Third Party Services.
- 9.3 In addition to 9.1 and 9.2 above, the Software and/or the Services may incorporate third party products, software or services. Notwithstanding that such products, software or services are incorporated into the Software and/or Services the Company will not be liable for any defect in the Software and/or Services to the extent that such defect arises from or relates to the products, software or services supplied by third parties.

10 Fees and Payment

- 10.1 The Fees in respect of the Software and/or Services shall be as set out in the Proposal. Where no price is set out in the Proposal the Fees shall be:-
- a) in respect of Software, the price quoted on the Company website from time to time, except in cases of obvious error; and
 - b) in respect of Services, the Standard daily fee rates of the Company from time to time.
- 10.2 The Fees set out on the website or any Proposal (in respect of Services) exclude value added tax (VAT) (if applicable).
- 10.3 Unless otherwise agreed by the Company in writing payment of Fees in respect of a subscription for Software must be by Direct Debit, monthly in advance.

- 10.4 Where Services have been provided the Company will invoice the Event Provider in respect of any applicable Fees and the Event Provider will pay such invoices within 30 days of the date of the invoice.
- 10.5 Payment of all sums under this Contract must be made without any set off or counterclaim and free of any deduction or withholding (except as required by law) of any taxes or governmental charges.

11 Intellectual Property Rights

The Event Provider acknowledges and agrees that all Intellectual Property Rights in the Software and/or Services (including any materials or deliverables that are related to such Software or Services) are and shall remain at all times the property of the Company, and, the Event Provider shall have no right, title or interest in connection with the same save as set out in clause 7.

12 Insurance

- 12.1 The Event Provider shall be fully responsible for the acts and omissions of its staff and all agents or contractors of the Event Provider who are engaged to provide or who are involved in the provision of an Event.
- 12.2 The Event Provider shall maintain with reputable insurers all appropriate insurance covering all the risks which may be incurred by the Event Provider in connection with the provision of the Events, including but not limited to injury or death of any person and loss of or damage to any property and the Event Provider shall, upon request, provide evidence of such insurance cover.
- 12.3 The Event Provider shall indemnify, and keep the Company indemnified, against all claims, actions, costs, expenses (including but not limited to legal costs and disbursements) losses and damages suffered or incurred by the Company including as a result of injury or death of any person or loss of damage to any property arising as a result of or in connection with any Event or any act or omission of the Event Provider, its employees, agents or contractors.

13 Limitation of Liability

- 13.1 This clause 13 sets out the entire liability of the Company in respect of any breach of this Contract and any representation, statement or tortious act or omission, including negligence arising under or in connection with this Contract.
- 13.2 Except as expressly set out in this Contract, the Company hereby excludes to the fullest extent permitted by law all warranties, express or implied (whether implied by statute, common law or otherwise) in connection with the provision and use of the Software and/or the Services.
- 13.3 Subject to clause 13.8, the Company shall have no liability in respect of any loss or damage whatsoever whether caused by tort, breach of contract or otherwise, suffered or incurred by the Event Provider and/or any other person as a result of or in connection with:

- a) any failure of or delay in the transmission of a Booking due to network failure, delay or otherwise;
- b) its website, systems or the Event Providers Website being unavailable at any time or for any period or if access to its website, systems or the Event Providers Website is interrupted, restricted or delayed for any reason;
- c) any incident or occurrence which takes place at an Event;
- d) any loss of or damage to personal possessions at an Event.

13.4 The Company makes no guarantee that any Events will be booked via the Software.

13.5 The Event Provider acknowledges that unless otherwise agreed by the Company in writing, the Software has not been developed to meet its individual requirements and that it is therefore its responsibility to ensure that the facilities and functions of the Software meet its requirements.

13.6 The Event Provider acknowledges that the Software may not be free of bugs or errors and agrees that the existence of any minor errors shall not constitute a breach of this Contract.

13.7 Subject to clause 13.8 the Company excludes to the fullest extent permitted by law all losses, liability, costs (including legal fees), expenses, claims, actions or damages that the Event Provider suffers or incurs from time to time due to any damage, defect or deficiency in or to the Software or the Services or any delay in or loss of the use thereof, or any other damage or injury whatsoever caused by:

- a) use of the Software or Services in combination with other software not supplied by the Company;
- b) alteration of the Software or Services other than by the Company or in accordance with the Company's instructions; or
- c) use of the Software or Services in a manner for which it was not designed.

13.8 Nothing in this Contract shall exclude or limit either party's liability for death or personal injury or for any other matter for which it would be illegal to exclude liability.

13.9 Subject to clause 13.8 the Company shall not be liable for:

- a) loss of profits; or
- b) loss of business; or
- c) depletion of goodwill or similar losses; or
- d) loss of anticipated savings; or
- e) loss of use; or
- f) loss of completion of data or information; or

- g) any special indirect consequential or pure economic loss, costs, damages, charges or expenses.

13.10 Subject to clause 13.9 above, the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the Services, Software or otherwise without or in connection with this Contract shall in no event exceed the value of the Fees paid by the Event Provider to the Company during the twelve months immediately preceding the date on which liability has arisen.

14 Termination

14.1 Either party may terminate this Contract by giving not less than 30 days' notice in writing to the other.

14.2 Without prejudice to any rights that have accrued under this Contract or any of its rights or remedies, either party may at any time terminate this Contract with immediate effect by giving written notice to the other party if:

- a) the other party commits a material breach of any term of this Contract 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;
- b) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- c) the other party repeatedly breaches any of the terms this Contract 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 Contract;
- d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;
- h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(d) to which 14.2(j) inclusive; or
- l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

14.3 The Company may immediately terminate this Contract without payment or compensation or other damages caused to the Event Provider solely by such termination by giving notice in writing to the Event Provider if the Event Provider undergoes a change of Control and, for the purposes of this clause 14.3, "Control" shall have the meaning given to it in section 574 of the Capital Allowances Act 2001.

14.4 Termination by either party in accordance with the rights contained in this clause 14 shall not affect the rights, remedies, obligations or liabilities of the parties existing at termination.

15 Effects of Termination

15.1 On termination of this Contract for any reason:

- a) the Event Provider's licence to use the Software and/or Services shall immediately terminate and the Event Provider shall immediately cease all use of the Software upon termination;
- b) the Event Provider shall immediately pay to the Company any and all sums due to the Company under this Contract; and
- c) the Event Provider shall immediately delete or remove the Software from its computer systems and immediately destroy or return to the Company (at the Company's option) all copies of the Software then in the Event Provider's control or possession and, in the case of destruction, certify to the Company that it has done so.

15.2 Clauses 11, 12, 13, 15 shall survive termination of this Contract.

15.3 Subject as herein provided and to any rights or obligations accrued prior to termination, neither party shall have any further obligation to the other under this Contract.

16 Confidentiality

16.1 Neither party shall and each party shall procure that none of its employees shall disclose to any third party any Confidential Information of the other party acquired by or disclosed to that party during the course of this Contract.

16.2 Neither party shall use any Confidential Information of the other save for the exclusive purpose of discharging its obligations under this Contract.

16.3 Each party shall limit access to Confidential Information to those employees, agents or subcontractors who reasonably require access to such Confidential Information and shall ensure that such employees, agents or subcontractors are subject to confidentiality obligations. Upon reasonable request from the other party, each party shall supply the names of such employees, agents or subcontractors to the other party.

16.4 The obligations of confidentiality in this clause 16 shall not extend to any matter which either party can show:

- a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Terms and Conditions; or
- b) was independently disclosed to it by a third party entitled to disclose the same; or
- c) is required to be disclosed under any applicable law, by order of the court or governmental body or authority of competent jurisdiction, provided that such information is disclosed only to the extent actually required by law and prior to such disclosure the receiving party gives the disclosing party such prior notice that it is reasonably able to give in order to give the disclosing party the opportunity to seek a protective order for the Confidential Information.

16.5 On termination of this Contract, all documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the receiving party (including all copies of such documents or records which it is not requiring to keep records of by law) shall be returned promptly to the disclosing party or destroyed (at the disclosing party's option).

17 Data Protection

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

17.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Event Provider is the data controller and the Company is the data processor (where the Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

- 17.3 The Event Provider Portal sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, "Personal Data") and categories of Data Subject. It is the Event Providers responsibility to ensure that the information set out in the Event Provider Portal in respect of personal data is correct.
- 17.4 Without prejudice to the generality of clause 17.1, the Event Provider will ensure that it has all necessary appropriate consents and notices in place to ensure lawful transfer of the Personal Data to the Company for the duration and purposes of this Contract.
- 17.5 Without prejudice to the generality of clause 17.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under this Contract:
- a) process that Personal Data only on the written instructions of the Event Provider unless the Company is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (Applicable Laws). Where the Company is relying on 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 Event Provider of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Event Provider;
 - b) 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 technical 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);
 - c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Event Provider has been obtained and the following conditions are fulfilled:
 - i) the Event Provider or the Company has provided appropriate safeguards in relation to the transfer;
 - ii) the data subject has enforceable rights and effective legal remedies;

- iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- iv) the Company complies with reasonable instructions notified to it in advance by the Event Provider with respect to the processing of the Personal Data;
- e) assist the event Provider, at the Event Provider's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation in respect to security, breach notifications, impact assessments and consultations with supervisor authorities or regulators;
- f) notify the Event Provider without undue delay on becoming aware of a Personal Data breach;
- g) at the written direction of the Event Provider, delete or return Personal Data and copies thereof to the Event Provider on termination of the Contract unless required by Applicable Law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause 17.

17.6 The Event Provider consents to the Company appointing a third-party processor of Personal Data under this Contract. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written Contract incorporating terms which are substantially similar to those set out in this clause 17. As between the Event Provider 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 17.

17.7 Either party may, at any time on not less than 30 days' notice, revise this clause 17 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 Contract).

18 Third Party Websites

The Company may provide links on its website to the websites of other companies, whether affiliated with the Company or not. The Company cannot give any undertaking that products purchased from third party sellers through its website, or from companies to whose website the Company has provided a link on the website, will be of satisfactory quality, and any such warranties are DISCLAIMED by the Company absolutely.

19 Force Majeure

The Company shall have no liability to the Event Provider under this Contract if it is prevented from or delayed in performing its obligations under this Contract due to Force Majeure, provided that the Event Provider is notified of such an event and its expected duration.

20 Assignment

- 20.1 The Event Provider shall not assign, sub-licence, transfer, charge or otherwise dispose of all or any of its rights or responsibilities under this Contract or subcontract any or all of its obligations under this Contract.
- 20.2 The Company may assign or charge the benefit of this Contract and transfer, delegate or subcontract any or all of its rights and obligations under this Contract.

21 Entire Contract

- 21.1 The Contract contains the whole Contract between the parties relating to the subject matter hereof and supersedes all prior Contracts, arrangements and understandings between the parties relating to that subject matter.
- 21.2 Each party acknowledges that, in entering into this Contract, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Contract or not) other than as expressly set out in this Contract.
- 21.3 Nothing in this clause shall limit or exclude any liability for fraud.

22 General

- 22.1 Nothing in this Contract shall create, or be deemed to create, a partnership, joint venture, agency or relationship of contractor and sub-contractor between the parties.
- 22.2 Neither party shall pledge the credit of the other party nor represent itself as being an agent, partner or representative of the other party. Neither party shall hold itself out as having any power of authority to incur any obligation of any nature, express or implied, on behalf of the other party.
- 22.3 No amendment or variation of this Contract shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.
- 22.4 The rights and remedies of either party in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Contract shall be in writing. The waiver by either party of any breach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 22.5 If at any time any part of this Contract (including any one or more of the clauses of this Contract or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes invalid, illegal or unenforceable for any reason under applicable law, the same shall be deemed omitted from this Contract and the validity and/or enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired as a result of that omission.

22.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract. No person who is not a party to this Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

23 Notices

23.1 All notices should be sent to the Company:

By email to: accounts@smart-entertainment.co.uk; or

By post to: Suite 68, Court Hill House, 60 Water Lane, Wilmslow, Cheshire, SK9 5AJ.

23.2 The Company may give notice to the Event Provider at either the email or postal address provided to the Company.

23.3 Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or two days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

24 Governing Law

24.1 This Contract and any dispute or claim arising under or out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

24.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).