

Elstree Film Studios Ltd Event Terms & Conditions (v001 28/10/08)

Note: Definitions of capitalised terms are in the last clause of these Event terms & conditions.

IT IS HEREBY AGREED that these Event Terms & Conditions shall apply as follows:

1. INTRODUCTION

- 1.1 "Elstree" means Elstree Film Studios Limited (company number 04975020) a company registered in England whose registered office is at Hertsmere Borough Council, Council Offices, Elstree Way, Borehamwood, Hertfordshire WD6 1WA but whose business address is Shenley Road, Borehamwood, Hertfordshire, WD6 1JG.
- 1.2 These are the terms and conditions under which Elstree is willing to make available the Venue and provide the Services to the Client. Unless Elstree otherwise agrees in writing, the Contract is entered into on the basis of these Conditions, to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by the Client in concluding the Contract.
- 1.3 The Client shall procure compliance with Clause 4.2 by its sub-contractors and its Invitees; and the Client remains at all times primarily liable to Elstree under a Contract generally for its acts and omissions and those of its sub-contractors and Invitees.

2. DEPOSIT

- 2.1 The Client shall pay the Deposit to Elstree when requested by Elstree. Elstree shall hold the Deposit as security for any loss or damage suffered by Elstree as a result of any act or omission of the Client, its sub-contractors or Invitees.
- 2.2 Without prejudice to any other right or remedy Elstree may have, Elstree may retain the Deposit (or a part of the Deposit) in the event that:
 - 2.2.1 Elstree must make good any loss or damage suffered by Elstree to the Elstree Premises including, without limitation, any equipment, fixtures and fittings or furniture located within Elstree Premises, but excluding fair wear and tear, pursuant to any act or omission of the Client, its sub-contractors or Invitees; or
 - 2.2.2 the Client has not paid any part of the Fees.
- 2.3 Subject to Clause 2.2, Elstree shall return the Deposit to the Client exclusive of any interest, within 5 Working Days of the Event Date.
- 2.4 In the event that Elstree retains all or part of the Deposit in accordance with Clause 2.2, Elstree may provide to the Client within 10 Working Days of the Event Date:
 - 2.4.1 a list of the loss or damage suffered by Elstree and its estimated costs of making good such loss or damage; or
 - 2.4.2 a list of the unpaid Fees.

3. FEES

- 3.1 The Client shall pay the Fees in accordance with the Payment Schedule or as otherwise reasonably specified by Elstree.
- 3.2 Fees shall be paid in full by the Client without set-off, reduction, counterclaim or withholding on any account whatsoever.
- 3.3 Fees shall be paid in full by the Client on or before the dates set out in the Payment Schedule or when otherwise due and in any event no later than four weeks before the Event Date (except where any Contract is entered into after the period of four weeks before the Event Date when the Fees shall be paid in full by the Client immediately upon entering into the Contract); and shall be deemed

received only when received by Elstree in full in cleared funds.

- 3.4 If the Client is overdue with any payment due under any Contract (including the Fees) then, without prejudice to any other right or remedy available to Elstree:
 - 3.4.1 Elstree may charge the Client interest on the overdue amount at the lower of: i) the rate specified by virtue of the Late Payment of Commercial Debts (Interest) Act 1998; or ii) the highest rate allowable by applicable law; in either of which events which interest shall be payable by the Client forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment. Such interest shall accrue on a daily basis and be compounded quarterly; and
 - 3.4.2 Elstree reserves the right to terminate the Contract.
 - 3.5 All sums payable by the Client under a Contract are exclusive of any Value Added Tax and any other applicable duties, taxes or imposts, if applicable, which shall be added thereto and which shall be due and payable by the Client to Elstree at the same time as the relevant sum is due or payable. (On request, Elstree shall supply a VAT invoice upon payment of such VAT.)
 - 3.6 The Venue Fee shall be as set out in the relevant Commercial Terms(s). Subject to Clause 9, the Venue Fee shall be non-refundable.
 - 3.7 Services Fees shall be as set out in the relevant Commercial Terms(s).
 - 3.8 If the cost to Elstree of providing the Venue or the Services increases as a result of any breach of a Contract by the Client, or the supply of incorrect or inadequate information by the Client, or any change to the law, such increase shall be added to the Fees payable under the relevant Contract. Elstree shall notify the Client as soon as reasonably practicable in advance of any such increase.
 - 3.9 Any additional services which Elstree provides at the request or with the agreement of the Client which is additional to that specified in a Contract shall be separately charged for at Elstree's then-prevailing rates (unless otherwise specifically agreed in writing between the parties) and shall be invoiced to the Client as soon as is practicable.
 - 3.10 All Fees shall be payable by the Client as reasonably specified by Elstree (including by BACS, wire transfer or cheque).
 - 3.11 All Fees shall be payable in the currency of England, from time to time.
4. **VENUE**
 - 4.1 Venue: In consideration of the Venue Fee, Elstree shall make available the use of the Venue to the Client for the Event on the Event Date for the duration of the Event Time.
 - 4.2 General Behavioural Rules: The Client shall procure and ensure that:
 - 4.2.1 the Venue is not used for any illegal purpose;
 - 4.2.2 the Client, its sub-contractors and the Invitees shall not engage in any noisy, noxious, dangerous or offensive act, activity or business which is or may become a nuisance to, or cause damage, disturbance, injury, annoyance, danger or

- inconvenience to Elstree or any other user of the Elstree Premises;
- 4.2.3 no person has the use of the Venue or access to any part of the Elstree Premises other than the Client, its sub-contractors and Invitees;
- 4.2.4 neither the Client, its sub-contractors nor the Invitees will enter onto, or authorise or permit anyone to enter onto any part of, the Elstree Premises other than the Venue and such areas as have been designated by Elstree for the purpose of giving access to and egress therefrom;
- 4.2.5 no damage is caused to the Venue or any part of the Elstree Premises; and
- 4.2.6 it will not in using the Venue do or allow any act or thing which may be or become a nuisance, annoyance or disturbance to: i) Elstree; ii) other users of the Elstree Premises; iii) premises in the neighbourhood; or iv) the general public.
- 4.3 Access to Venue: Elstree shall procure that the Client may have access to parts of the Elstree Premises (such as relevant roadways, entrances, passageways and stairs within the Elstree Premises) so as to allow the Client, its sub-contractors and Invitees ingress to and egress from the Venue; and the Client shall (and shall procure that its sub-contractors and the Invitees) such use parts for this purpose only.
- 4.4 Restriction to Venue: Subject to Clause 4.3, the Client shall not use any parts of the Elstree Premises which are not the Venue, without the prior express written consent of Elstree; and then only to the extent of that consent.
- 4.5 Removal of Personnel: Elstree may refuse entry to, or remove from, the Elstree Premises any person:
- 4.5.1 who is not an Invitee present in connection with the Event; or
- 4.5.2 who is a sub-contractor of the Client and whose presence at the Elstree Premises, in the opinion of Elstree, is or is likely to be detrimental to Elstree or other users of the Elstree Premises; or
- 4.5.3 who, in the opinion of Elstree, has behaved, or is likely to behave, in an unruly or unacceptable manner or who has failed to observe and perform any obligation, undertaking or restriction of or on the Client contained in the Contract.
- 5. SERVICES**
- 5.1 Services: In consideration of the Services Fees, Elstree shall provide the Services to the Client.
- 5.2 Substitution: In the event that any of the Services chosen by the Client are unavailable, Elstree shall be entitled at its option:
- 5.2.1 to substitute such Services with a Service which is of equivalent price and quality and which is in Elstree's reasonable opinion a suitable alternative; and/or
- 5.2.2 if the Client is a consumer, reimburse any Fees or part thereof paid by or on behalf of the Client under or in relation to the Contract to the Client.
- 5.3 Standard: Elstree warrants that:
- 5.3.1 it will discharge the obligations in each Contract with reasonable care and skill;
- 5.3.2 any goods supplied as part of the Services (or otherwise) will be of satisfactory quality and reasonably fit for the purpose; and
- 5.3.3 Its employees, agents and subcontractors have the necessary skills to provide any Services.
- 5.4 Proviso: Elstree cannot guarantee that the Venue or the Services will meet the Client's requirements.
- 5.5 Client obligations: The Client shall procure and ensure that the Client shall, promptly on Elstree's request and otherwise as required, provide Elstree with all reasonable assistance and information to provide the Venue and Services in accordance with the terms of any Contract. The Client shall be responsible for the completeness and (where applicable) accuracy of all such assistance, information, resources and materials provided.
- 6. INDEMNITY**
- 6.1 The Client shall indemnify Elstree and keep Elstree indemnified against all losses, damages, demands,

actions, costs, proceedings, expenses or other liability (including legal and other professional costs and expenses) arising from:

- 6.1.1 the Client's activities in relation to the provision of the Venue, the supply of the Services and a Contract (save to the extent of any of the same being directly due to: i) breach of a Contract by Elstree; or ii) the gross negligence by, or fraud of, Elstree);
- 6.1.2 any breach or non-performance by the Client of any of its obligations under a Contract;
- 6.1.3 any act or omission of the Client, its sub-contractors or any Invitees; and
- 6.1.4 the death or injury of any person on the Elstree Premises (whether or not in the Venue) or the destruction of or damage to the Elstree Premises or any part of it or loss of or damage to any chattel (whether or not on the Elstree Premises); which is, in any preceding case caused in whole or in part by any act, neglect or default of the Client, its sub-contractors or its Invitees.
- 6.2 The Client shall not (and shall procure that its sub-contractors and the Invitees shall not) knowingly do or fail to do anything whereby any policy of insurance effected by Elstree is rendered void or voidable and shall indemnify Elstree in respect of any increase in premium arising from the Client's use of the Venue.

7. HEALTH & SAFETY

- 7.1 The Client shall comply with all Elstree policies, procedures and practices with respect to Health & Safety, which are hereby incorporated by reference (and which, with respect to such policies and procedures, are available on request).

8. VARIATIONS TO THE CONTRACT

- 8.1 No variation to the Services or scope or terms of a Contract shall take effect unless agreed in writing between the parties.
- 8.2 If the Client wishes to make any changes to the Services (including without limitation any proposed changes to the number of Invitees or the Event Date), it shall submit a request to Elstree detailing the proposed changes it wishes to make to the Services ("**Request**").
- 8.3 Elstree may, in its absolute discretion, agree to accommodate the Request by informing the Client in writing of its agreement.
- 8.4 Any additional services provided by Elstree in accordance with such a Request shall be separately charged for at Elstree's then-prevailing rates (unless otherwise specifically agreed in writing between the parties).
- 8.5 Elstree may refuse to consider any Request made within 5 Working Days of the Event Date.
- 8.6 Elstree may, in its absolute discretion, provide to the Client a refund for any excess payment for the Services received by Elstree prior to Elstree's approval of a Request in accordance with this Clause 8 subject to the deduction of any costs and expenses incurred by Elstree as a consequence of the Request.

9. CANCELLATION OF THE CONTRACT

- 9.1 The Client may cancel a Contract by giving notice in accordance with Clause 14.3 to Elstree.
- 9.2 If the Client cancels a Contract in accordance with Clause 9.1 a Cancellation Fee shall be payable by the Client as follows:

Date of cancellation	Cancellation Fee
12+ calendar weeks prior to the Event Date	Venue Fee plus costs and expenses*
8+ calendar weeks prior to the Event Date	Venue Fee plus 50% of Services Fees and costs and expenses*
4+ calendar weeks prior to the Event Date	Venue Fee plus 75% of Services Fees and costs and expenses*
Less than 4 calendar weeks	Venue Fee plus 100% of Services Fees and costs

prior to the Event Date	and expenses*
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* incurred by Elstree on behalf of the Client prior to the Cancellation Date.

- 9.3 Elstree may reimburse to the Client any sums paid by the Client to Elstree after deducting the Cancellation Fee.
- 9.4 If the Cancellation Fee is in excess of any sums paid by the Client to Elstree at the Cancellation Date the Client shall immediately pay to Elstree the difference between the sums paid by the Client and the Cancellation Fee.
- 10. TERM AND TERMINATION OF THE CONTRACT**
- 10.1 A Contract shall start on Commencement Date.
- 10.2 Unless earlier terminated in accordance with the provisions of a Contract, the Contract shall continue until the expiry of the Event Time on the Event Date.
- 10.3 Elstree may terminate any Contract at any time forthwith by written notice to the Client if the Client shall be unable to pay its debts within the meaning of the Insolvency Act 1986, if the Client becomes bankrupt, insolvent, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up or an order is made or a resolution is passed for the winding-up of the Client or an administration order is made or an administrator is appointed to manage the affairs, business and property of the Client or a receiver and/or manager and/or administrative receiver is appointed in respect of all or any of the Client's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager and/or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or administration order; or the other party takes or suffers any similar or analogous action to the foregoing in consequence of debt.
- 10.4 Elstree may terminate any Contract at any time forthwith by written notice to the Client if:
- 10.4.1 the Client fails to pay any sums due within 7 days of the due date for payment;
- 10.4.2 the Client commits any material breach of that Contract which breach is irremediable, or if such breach is remediable: i) where the remedy is entirely within the control of the Client, the Client fails to remedy the breach within 3 Working Days of receipt or deemed receipt of a written notice requiring it so to remedy the breach; or (ii) where the remedy is partly or wholly outside the control of the Client, the Client fails to remedy the breach within 10 Working Days of receipt or deemed receipt of a written notice requiring it so to remedy the breach.
- 10.5 Furthermore, if any of the events in Clauses 10.4.1 or 10.4.2 occur, Elstree may require that all sums due under a Contract become immediately due and payable (and Elstree may apply any sum paid by the Client in or towards satisfaction of all sums (including damages) due or to become due under the provisions hereof.
- 10.6 Neither party shall have any remedy against the other based on or arising out of termination of a Contract, but termination shall be without prejudice to the rights of either party accrued at the date of such termination.
- 11. GENERAL WARRANTIES**
- 11.1 Each of Elstree and the Client warrants to the other that a Contract is executed by a duly authorised representative of the warranting party.
- 12. INTELLECTUAL PROPERTY**
- 12.1 The Client shall not use any names or trade marks of Elstree or its associates without prior written consent of Elstree.
- 13. LIMITATION OF LIABILITY**
- 13.1 If the Client is a consumer, nothing in a Contract (including in this Clause 13) affects or limits the Client's statutory rights (including without limitation the right to insist that goods correspond with their description, are fit for purpose and of a satisfactory quality and that the Services shall be provided using reasonable care and skill).
- 13.2 Nothing in any Contract shall exclude or limit any Liability for (i) the tort of deceit; (ii) death or personal injury caused

- by its Breach of Duty; (iii) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982; or (iv) any other Liability which cannot be excluded or limited by applicable law.
- 13.3 Subject to Clauses 13.1 and 13.2, Elstree makes the Venue available on the basis of provision of space only and gives no warranty, express or implied, as to the fitness for purpose of the Venue or the Services and the Client takes the same in their present state of repair and condition; and
- 13.4 Subject to Clauses 13.1 and 13.2, Elstree does not warrant the suitability for the Client's purposes of the Venue or the Services or accept any responsibility or Liability for the way in which the Client uses the same so that the same are at the risk of the Client in all respects and Elstree shall not be responsible in any way to the Client for any losses, claims, demands, damages, costs and expenses whatsoever, however arising.
- 13.5 Save as provided in Clause 13.2, Elstree does not accept and hereby excludes any Liability for Breach of Duty other than any such Liability arising pursuant to the terms of a Contract.
- 13.6 Save as provided in Clause 13.2, Elstree shall have no Liability for: i) loss of revenue; ii) loss of actual or anticipated profits; iii) loss of contracts; iv) loss of the use of money; v) loss of anticipated savings; vi) loss of business; vii) loss of opportunity; viii) loss of goodwill; ix) loss of reputation; (whether any of the foregoing are direct, indirect or otherwise); or for any indirect or consequential loss; and all such Liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- 13.7 Subject to this Clause 13 and the exclusions and limits set out elsewhere in any Contract, the total aggregate Liability of Elstree arising out of or in connection with a claim or claims made by the Client shall be limited to the greater of: (a) £5,000 or (b) 110% of the total sums paid by the Client under any Contract.
- 14. GENERAL PROVISIONS**
- 14.1 The Client shall not assign, transfer or otherwise dispose of or encumber any of its rights and obligations under any Contract without the prior written consent of Elstree.
- 14.2 Elstree shall not be liable for any delay or failure to perform its obligations under a Contract to the extent that and for so long as such delay or failure results from circumstances beyond its control (an "event of force majeure"). In the event an event of force majeure occurs, Elstree shall notify the Client as soon as reasonably practicable of becoming aware of such event. If any event of force majeure occurs on or exists on the Event Date, the Elstree may at its option:
- 14.2.1 provide a reasonable alternative Venue for the Event; or
- 14.2.2 refund to the Client a proportion of the Fees payable for the Venue and the Services to the extent that the Client is unable to use the Venue and the Services.
- 14.3 Any notice or other communication served given or made under a Contract must be in writing in the English language and without invalidating any other method of service may be delivered personally or by courier or sent by facsimile transmission or by first class pre-paid letter (sent by air mail if addressed overseas) and addressed as follows: a) If to Elstree, to Elstree Film Studios Ltd, Shenley Road, Borehamwood, Hertfordshire, WD6 1JG or to fax number: +44 (0)20 8905 1135; in either case stating clearly the relevant Contract number and marking the communication "For the Attention of the Hospitality Manager, Elstree Studios"; b) if to the Client, to the details set out in the Commercial Terms; or c) to any other address or facsimile transmission number in England or person mutually agreed by both parties in writing. Furthermore, any notice or other communication shall be treated as having been duly served given or made; i) if received 2 Working Days after posting; ii) when left at the relevant address provided receipt is acknowledged by valid signature; or iii) if sent by facsimile transmission when the addressee receives a substantially complete and legible text; provided always that in the case of

- delivery or facsimile transmission if such notice or communication is left or received outside Business Hours it shall be deemed to be served on the next Working Day.
- 14.4 Elstree's failure to enforce or exercise at any time or for any period of time any term of or any right pursuant to a Contract does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
- 14.5 If any term of a Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from that Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 14.6 These Conditions and the terms of any relevant Commercial Terms contain all the terms agreed between the parties regarding its subject matter and supersede and exclude any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to a Contract except as expressly stated in that Contract. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into a Contract (unless such untrue statement was made fraudulently or was as to a matter fundamental to a party's ability to perform that Contract) and that party's only remedies shall be for breach of contract as provided in that Contract.
- 14.7 The Venue and the Services are provided under and subject to Elstree's operating rules, policies, and procedures, available from Elstree.
- 14.8 The provisions of Clauses 1, 2.2, 2.3, 2.4, 3, 6, 9, 10, 12, 13, 14, 15 and 16, together with those provisions that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the Contract.
- 14.9 Elstree and the Client are independent contractors and nothing in any Contract will create any partnership, joint venture, agency, franchise, representative status or employment relationship between the parties. Subject to Elstree's obligations in respect of the Services, neither party has authority to and shall not make any representations or incur any liability or cost or enter into any contracts or other arrangements involving the other party in financial or other commitments without that other party's express prior approval in writing; nor shall either party hold itself out as having authority to do the same.
- 14.10 A Contract may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 14.11 The parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by any Contract.
- 14.12 All Contracts shall be governed by and construed in accordance with English law, and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.
- 15. INTERPRETIVE PROVISIONS**
- 15.1 Where the context so admits or requires words denoting the singular include the plural and vice versa, words denoting any gender (or the neuter) include both genders and the neuter; and words denoting persons shall include partnerships, bodies corporate and unincorporated associations of persons and vice versa (including persons, individuals, companies, firms, governments, states, regional or local authorities, agencies of a state, joint ventures, trusts, charities, societies, funds, associations (whether or not having separate legal personality and whether incorporated or not)).
- 15.2 Clause headings are for ease of reference and do not form part of nor shall they affect the interpretation of these Conditions or any Contract which incorporates them.
- 15.3 In the Conditions, unless otherwise defined herein, terms defined in any relevant Commercial Terms shall have the meanings ascribed thereto therein.
- 15.4 References to "include" and "including" shall be deemed to mean respectively "include(s) without limitation" and "including without limitation".
- 15.5 Subject to Clause 14.1, references to the Client includes references to its successors in title, permitted assigns and novatees.
- 15.6 In case of any conflict between Commercial Terms and these Conditions, the order of priority shall be these Conditions, followed by any Commercial Terms.
- 15.7 Time shall be of the essence in a Contract, as regards, times, dates and periods specified in a Contract and as to any times, dates or periods that may by agreement between the parties be substituted for any of them.
- 15.8 No person (including, for the avoidance of doubt, any third party to whom any or all rights and/or obligations under a Contract are assigned, transferred or novated in accordance with the terms hereof or otherwise by written agreement of the parties) who is not a party to a Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to a Contract its assent to any such term.
- 15.9 Except as expressly stated in these Conditions, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.
- 15.10 Any reference to a statute, statutory provision or subordinate legislation ("legislative provisions") shall (except where the context requires otherwise) be construed as referring to:
- 15.10.1 such legislative provisions as amended and in force from time to time and to any legislative provisions which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislative provisions; and
- 15.10.2 any former legislative provisions which it re-enacts, consolidates or enacts in rewritten form.
- 15.11 References to Clauses shall, unless indicated to the contrary, be references to clauses of these Conditions.
- 16. DEFINITIONS**
- 16.1 In any Contract the following terms have the meanings set forth below.
- 16.1.1 "**Breach of Duty**" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).
- 16.1.2 "**Business Hours**" means 08.00 to 18.00 on a Working Day.
- 16.1.3 "**Cancellation Date**" means the date on which the Client gives notice to Elstree of its desire to cancel the Contract.
- 16.1.4 "**Cancellation Fee**" means the fee payable by the Client on cancellation of the Contract as calculated in accordance with Clause 9.2.
- 16.1.5 "**Client**" is specified in the Commercial Terms.
- 16.1.6 "**consumer**" means any natural person who is entering into a Contract for purposes which are outside his business.
- 16.1.7 "**Commencement Date**" means the date on which the last party signs the Commercial Terms at which time a Contract shall be legally formed and the parties shall be legally bound.
- 16.1.8 "**Commercial Terms**" means a Commercial Terms document executed by Elstree and the Client describing the Services, subject to these Conditions;
- 16.1.9 "**Conditions**" means these standard terms and conditions (as the same may be amended by Elstree from time to time).
- 16.1.10 "**Contract**" means a contract for the provision of the Venue and supply of Services between Elstree and the Client formed by the parties' execution of a Commercial Terms document.
- 16.1.11 "**Deposit**" means the amount specified in the Commercial Terms (if any).

- 16.1.12 “**Elstree Premises**” means any premises or land used or owned by Elstree including the facilities related to the Services, the Venue and any studios, walkways, grounds and backlots.
- 16.1.13 “**Event**” means the event for which the Venue and Services are to be provided, as specified in the Commercial Terms.
- 16.1.14 “**Event Date**” means the date on which the Event is to be held specified in the Commercial Terms.
- 16.1.15 “**Event Time**” means the times from and to (inclusive) at which the Event is to be held on the Event Date specified in the Commercial Terms.
- 16.1.16 “**Fees**” means any monies payable by the Client to Elstree including, without limitation, the Venue Fee and Services Fees specified in the Commercial Terms.
- 16.1.17 “**Invitees**” means those persons attending the Venue during (or before or after but related to) the Event Time.
- 16.1.18 “**Liability**” means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with any Contract, including liability expressly provided for under any Contract or arising by reason of the invalidity or unenforceability of any term of any Contract (and for the purposes of this definition, all references to “any Contract” shall be deemed to include any collateral contract).
- 16.1.19 “**Payment Schedule**” is specified in the Commercial Terms.
- 16.1.20 “**Services**” is specified in the Commercial Terms.
- 16.1.21 “**Services Fees**” means the fees payable for the Services, such fee being specified in the Commercial Terms.
- 16.1.22 “**Venue**” means such part of the Elstree Premises as the Client is permitted to use specified in the Commercial Terms.
- 16.1.23 “**Venue Fee**” means the fee payable for the use of the Venue, such use and such fee being specified in the Commercial Terms.
- 16.1.24 “**Working Day**” means Monday through Friday, excluding days when the clearing banks are shut in England.