

Standard Terms and Conditions

- 1) The 'CLIENT' accepts that once it has signed and returned an Order form, any subsequent cancellation will result in a charge equal to a minimum of 65% of the rate agreed, which the 'CLIENT' shall immediately pay to 'B.I.G.'
- 2) The 'CLIENT' accepts the production sheet specifications and requirements. Production sheet will follow upon receipt of signed Order form.
- 3) All payments must be made strictly in accordance with the terms of the Order form. All amounts agreed under the Order form are exclusive of any taxes or bank charges. The agreed amount must be received by 'B.I.G.' net of all charges.
- 4) Force Majeure (being events outside the reasonable control of 'B.I.G.' including, without limitation, closure of venue, terrorist attacks, acts or omissions of a third party contractor of 'B.I.G.' (including the venue provider or venue organizer), acts of god and governmental or regulatory authority action). 'B.I.G.' shall not be liable for any delay in performance, part performance or non-performance of its obligations under the contract to the extent that the delay or non-performance or part performance is due to Force Majeure. In the event of non or part performance then 'B.I.G.' will either extend the package or issue a credit note to cover the amount of airtime lost.
- 5) The 'CLIENT' acknowledges and agrees that the airing of audio is not permitted at this 'Event'.
- 6) This contract shall be governed by English law. All disputes arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. Notwithstanding the foregoing, nothing in this clause shall limit the right of 'B.I.G.' to take proceedings against 'CLIENT' in any other court of competent jurisdiction, nor shall the taking of proceedings in such jurisdiction preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such jurisdiction.
- 7) The person signing this order form represents and warrants that he/she is duly authorised and has legal capacity to execute and deliver this order form.
- 8) In the event of late payment, 'B.I.G.' has the right to charge 8% interest on every invoice that is more than 7 days past the agreed payment due date.