

## The Royal Butler School Terms and Conditions

The provision of the Class described in this Order Form is governed by the Grant Harrold aka The Royal Butler terms and conditions attached hereto and available upon request. No other terms shall apply, notwithstanding any terms of the Client appended to this Order.

### Grant Harrold - GH, The Royal Butler - TRB, Terms and Conditions ("Conditions")

The Client's attention is particularly drawn to the provisions of clause 7.

#### 1. INTERPRETATION

1.1. **Definitions.** In these Conditions, the following definitions apply:

**Charges:** the charges payable by the Client for the supply of the Class, Talk, Event, Media Engagement or Campaign in accordance with clause 5.

**Class:** the training services supplied by GH-TRB to the Client as set out in the Order.

**Contract:** the contract between GH-TRB and the Client for the delivery of the Class Talk, Event, Media Engagement or Campaign in accordance with the Order and these Conditions.

**Client:** the person or firm who purchases Class from GH-TRB.

**GH-TRB:** Office address is at c/o Grant Harrold 40 Bloomsbury Way, Lower Ground Floor, London, WC1A 2SE.

**Order:** the order form for the Class as attached to these Conditions.

1.2. **Construction.** In these Conditions, the following rules apply:

- (a) a reference to a party includes its personal representatives, successors or permitted assigns;
- (b) a reference to writing or written includes faxes and e-mails.

#### 2. BASIS OF CONTRACT

- 2.1. The Contract shall come into existence upon both parties signing the Order.
- 2.2. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of GH-TRB which is not set out in the Contract.
- 2.3. Any descriptive matter or advertising issued or published by GH-TRB, are issued or published for the sole purpose of giving an approximate idea of the Class described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. Any quotation given by GH-TRB shall not constitute an offer, and is only valid for a period of 7 days from its date of issue.

#### 3. SUPPLY OF THE CLASS, TALK, EVENT, MEDIA ENGAGEMENT OR CAMPAIGN

- 3.1. GH-TRB shall supply the Class to the Client in accordance with the Order in all material respects.
- 3.2. GH-TRB shall have the right to make any changes to the Class, Talk, Event, Media Engagement or Campaign which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Class, and GH-TRB shall notify the Client in any such event. One occasions of more than one lecturer being booked i.e. HRH Princess Katarina of Yugoslavia and Serbia and Mr. Grant Harrold, The Royal Butler, a class, talk or workshop will always run as per the agreement, even if one of the lecturers is unable to attend, as long as the other lecturer contracted can still attend.
- 3.3. GH-TRB warrants to the Client that the Class, Talk, Event, Media Engagement or Campaign will be provided using reasonable care and skill.

#### 4. CLIENT'S OBLIGATIONS

- 4.1. The Client shall:

- (a) co-operate with GH-TRB in all matters relating to the Class, Talk, Event, Media Engagement or Campaign (including providing all necessary assistance to obtain necessary visas and other travel documentation to allow the Trainers to travel to the Venue) and ensure that any relevant information it provides is accurate;
- (b) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Class, Talk, Event, Media Engagement or Campaign is to start;
- (c) keep and maintain all materials, equipment, documents and other property of GH-TRB in safe custody at its own risk, in good condition until returned to GH-TRB, and not dispose of or use the such materials other than in accordance with GH-TRB's written instructions or authorisation;
- (d) carry out the obligations detailed in the Order.

4.2. If GH-TRB's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):

- (a) GH-TRB shall without limiting its other rights or remedies have the right to suspend performance of the Class, Talk, Event, Media Engagement or Campaign until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays GH-TRB's performance of any of its obligations;
- (b) GH-TRB shall not be liable for any costs or losses incurred by the Client arising directly or indirectly from GH-TRB's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Client shall reimburse GH-TRB on written demand for any costs or losses sustained or incurred by GH-TRB arising directly or indirectly from the Client Default.

4.3. The Client may not publicise the relationship with GH-TRB or use signs, images or insignia denoting GH-TRB or the Trainers without GH-TRB's prior written consent to such publicity or use.

#### 5. CHARGES AND PAYMENT

- 5.1. The Charge for the Class, Talk, Event, Media Engagement or Campaign shall comprise the daily rate as set out in the Order. The daily rate shall be charged in addition for work requested by the Client and not detailed in the Order.
- 5.2. The Client shall in addition pay for the expenses detailed in the Order.
- 5.3. The Client shall pay each invoice submitted by GH-TRB in accordance with the Order in full and cleared funds to a bank account nominated in writing by GH-TRB. Time for payment shall be of the essence.
- 5.4. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**).
- 5.5. If the Client fails to make any payment due to GH-TRB under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 5% per cent per annum above the Bank of England Base Rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 5.6. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or

withholding required by law). GH-TRB may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by GH-TRB to the Client.

#### 5. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how of a confidential nature and disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or sub-contractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 6 shall survive termination of the Contract.

#### 7. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

7.1. Nothing in these Conditions shall limit or exclude GH-TRB's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Class Act 1982 (title and quiet possession).

7.2. Subject to clause 7.1:

- (a) GH-TRB shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) GH-TRB's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges payable under the Contract.

7.3. The terms implied by sections 3 to 5 of the Supply of Goods and Class Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

7.4. This clause 7 shall survive termination of the Contract.

#### 3. TERMINATION

3.1. Without limiting its other rights or remedies, either party may terminate the 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 the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- (b) the other party is unable to pay its debts as they fall due or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on the business or in the reasonable opinion of the other party any of these events appears likely.

3.2. Without limiting its other rights or remedies, GH-TRB may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

#### 9. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Client shall immediately pay to GH-TRB all of GH-TRB's outstanding unpaid invoices and interest and, in respect of a Class, Talk, Event, Media

Engagement or Campaign supplied but for which no invoice has been submitted, GH-TRB shall submit an invoice, which shall be payable by the Client immediately on receipt;

- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

#### 10. FORCE MAJEURE

Neither party will be liable to the other for any delay in the performance of (other than as to payment) or failure to fulfil its obligations under the Contract to the extent that any such delay or failure arises from causes beyond its control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, strike, lockouts and industrial disputes.

#### 11. GENERAL

##### 11.1. Assignment and other dealings.

- (a) Neither party may assign, transfer, charge or otherwise seek to deal with any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
- (b) GH-TRB reserves the right to employ agents and sub-contractors though will remain liable to the Client in respect of any Class provided by such agents and sub-contractors.

11.2. **Notices.** Notices must be served either personally or sent by prepaid registered post to the address of the other party given in the Contract or to any other address as the parties may have notified during the period of the Contract. Any notice sent by prepaid registered post will be deemed to have been delivered 48 hours after sending. Any notice served personally will be deemed to have been delivered at the time the notice is left at the proper address. A notice required to be given under the Contract shall not be validly served if sent by email.

11.3. **Severance.** If any court of competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.4. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5. **Third parties.** A person, corporate or unincorporated body which is not a party to the Contract shall not have any rights to enforce its terms.

11.6. **Governing law.** The Contract shall be subject to and governed by English law and any disputes arising from or under it, including in relation to its formation, shall be subject to the exclusive jurisdiction of the English courts.