

THE A-Z OF CONTRACT CLAUSES

SEVENTH EDITION

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ABSENCE

General Business and Commercial

A.001

If without the prior approval of the [Company] any absence by the [Employee] lasts for [number] consecutive working days or more. The [Employee] must provide a document to the [Company] on the third day or as soon as reasonably practicable thereafter which sets out the reason for the absence and the date by which the [Employee] expects to be able to return to full-time work. On the [number] consecutive working day of absence and at weekly intervals thereafter. The [Employee] shall be obliged to supply at their own cost such medical certificates from a qualified [Doctor/other] in [country] as may be required which verifies the cause of the absence and/or illness for the full period of any absence from work.

A.002

In the event of the inability of the [Employee] to work for the [Company] due to the [Employee's] illness, injury and/or other medical reason after the completion of [number] months of the contract. Then the [Employee] shall be entitled to the sickness and/or health and/or personal injury benefits in accordance with the [Company's] staff handbook. Provided that medical certificates and/or detailed medical reports are supplied to the [Company] upon request as may be required which confirm the medical reason provided by the [Employee]. The [Company] agrees to pay such statutory sick pay to the [Employee] in the [United Kingdom] as may be required by legislation. The [Employee] acknowledges receipt of the staff handbook dated [date] which forms part of this agreement.

A.003

[Name] agrees that their position as [specify role/title] is part-time temporary work and that in the event that [Name] does not attend and/or complete all the work for any reason whatsoever. That [Name] shall not be entitled to either claim and/or be paid any sum where [Name] is absent. Nor shall [Name] be entitled to seek to be provided with alternative work and/or dates to complete any work.

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...of the first draft may have a significant impact on the success of the project for a film, video, website, app, podcast or other event.

There are terms relating to Copyright Clearance, Delivery, Material and Title. You will be able to select a variety of clauses which can be edited to deal with the issue of ownership and who pays any fees, costs and other sums that may be due for supply, reproduction, performance, transmission or other exploitation.

This book and the accompanying electronic files are an excellent and reference resource to help those who need to learn what is in a contract and how the terms may be edited and the basic principles which must be covered in order to maintain control of a project.

Since the first edition was published in 1996 this book has been used by lawyers, law societies, university libraries, institutes, copyright owners, agents, publishing and distribution companies, television and production companies, literary agents, authors, sport organisations, government departments, media companies. Copies have been sold in the UK, Europe, India, Malaysia, Switzerland, Australia, Canada, Germany, Hong Kong, Norway and America.

Note this book falls within the classifications of: Contract, Media, Intellectual Property and Business. There is an annex to the book on Codes of Practice, Business Development directory, a section on Codes of Practice, Policies and Guidance. As well as a selection of detailed articles on contract related matters.

Sometimes you are keen to get a contract signed and it is easy to get ahead. Even minor changes in a contract can have advantages and the generation of advances and royalties you receive in the future.

You will be able to improve your drafting skills and put forward the words of clauses which you wish to have incorporated in a contract. It is much easier to start with a ready made clause which can be edited and added to than with a blank page. It is an obvious advantage to be able to

A.004

Where [Name] is absent on unauthorised leave on more than [number] days in any [one] month period at any time during this agreement. It is agreed that the [Company] may decide at its absolute discretion that [Name] may be verbally warned that their attendance must be improved and given a fixed period with an end date to do so. The [Company] may then decide after the expiry of the period of warning if there has been no improvement that a written warning notice be sent to [Name] by email or letter. This document should set out the full details of the complaint by the [Company] for [Name] to consider and the nature of the change or improvement that the [Company] requires. The [Company] agrees that [Name] shall then be asked to attend a meeting to discuss the matter with the [Company]. Although there is no obligation that [Name] should do so. In the event that the attendance of [Name] does not comply with the contract as required by the [Company], Then the [Company] may decide at its own discretion to terminate the contract with [Name] without further notice. The [Company] shall only be obliged to pay those sums due under the contract up to the date of termination where [Name] has fulfilled the work.

A.005

The [Company] accepts and agrees that there may be occasions when the [Employee] may be absent due to domestic, family, dental, health, transport, weather conditions or due to some unforeseen emergency. The [Company] agrees that failure to give advance notice shall not in those circumstances be sufficient grounds to give a written warning regarding absence. Provided that the [Employee] contacts the [Company] as soon as reasonably possible to advise them of the position. The [Employee] shall then have the choice to either substitute alternative hours at a later date or allocate the absence as part of their annual holiday leave. The [Company] agrees that in such event the [Employee] shall still be paid for the period of absence.

A.006

If the [Employee] is absent from work due to sickness, ill-health or incapacity for [number] days in any [12] month period (whether continuous or not). The [Company] shall have the right to decide that it can no longer continue to make the position available to the [Employee] and shall have the right to terminate the contract by notice in writing. The [Company] shall only be liable to pay any salary due to the date of termination of the contract unless to do so would be contrary to some existing legislation in [country] which applies to the [Employee] and the circumstances. The [Employee] agrees that there shall be no sums due as compensation for loss of the position, damage to reputation and/or other financial loss which may arise unless a previously stated it would be contrary to any existing legislation. The [Company] may at its discretion agree to provide a reference for the

[Employee] which shall explain that the contract ended due to absence due to [health/other] reasons and was not connected to the standard and quality of the work of the [Employee].

A.007

1.1 The [Executive] shall provide his/her exclusive services to the best of their skill and ability on a full-time basis and normal working days shall be [specify days/hours/breaks].

1.2 The [Executive] shall perform all his/her duties in a professional and diligent manner and shall not supply services of the same or similar nature to the job description under this agreement to any third party without the prior written consent of the [Company] at any time during the Term of the Agreement.

A.008

In the event of absence from work the [Executive] must notify the [Company] as soon as possible, in person wherever possible or by the best available means at his/her disposal in the circumstances. In any event the [Executive] agrees to provide the [Company] with as much notice as possible in the event that the [Executive] is unable whether as a result of sickness or general circumstances beyond the control of the [Executive] to perform any of his/her obligations under this agreement.

A.009

If the [Executive] is absent from duty without permission and without a reason acceptable to the [Company]. The [Company] reserves the right to withhold payment and to deduct from the [Executive's] salary a day's pay for each day of unauthorised absence. Disciplinary action may also be taken in accordance with the Disciplinary Procedure in Schedule B which is attached to this agreement.

A.010

In the event that there is repeated unauthorised absence for all and/or part of the day when the [Employee] is expected to be at the [office/other] of the [Company]. Then the [Company] shall arrange for a meeting to discuss the matter with the [Employee]. Where the situation does not improve and the absences continue then the [Company] shall be entitled to give written notice of the termination of the contract of employment.

A.011

In the event that a person on a temporary and/or fixed term contract whether paid or not is unable for any reason whether through illness, family problems, loss of a close relative, and/or a hospital, dentist, eye and/or

other appointment relating to their health and/or any other reason does not attend work to fulfil their duties under this agreement for more than [number] consecutive days at any time. Then the [Charity] shall be entitled but not obliged to give written notice of termination of the agreement which shall have immediate effect. No compensation for any loss of any nature shall be due and the liability of the [Charity] shall be limited to any sums due for those days of work completed.

A.012

The Company agrees that the [Employee] shall be able to take such leave for dental, hospital, school and such other personal and family commitments which may be required during normal working hours. Provided that:

- 1.1 The [Employee] as far as possible notifies the Line Manager in advance by text, mobile or email. It is accepted that where there is an emergency notification will be after the event and
- 1.2 The [Employee] works additional hours to compensate for the absence and/or allocates the period as holiday leave.

A.013

It is agreed by both parties that any leave of absence which is not notified in advance shall not automatically be deemed a breach of this agreement. Where the absence is due to a genuine emergency, delay and/or failure to attend arising from a matter relating to the [Employee] and his/her family. Provided that upon return to work the [Employee] provides an explanation in writing and agrees not to be paid for those dates where the [Employee] was absent.

A.014

- 1.1 The [Expert] agrees that he/she shall attend and appear as a specialist on the topic of [subject] on the following [dates/times/location] at the following hearing of [specify reason].
- 1.2 The [Expert] agrees to write a [number] page report which analyses the data and material provided by the [Company] and makes valid judgements as to the evidence and statements and their validity.
- 1.3 The [Specialist] accepts that it is vital that he/she is not absent for any reason unless prevented by an emergency, serious medical grounds, death and/or an Act of God.

A.015

[Name] agrees and undertakes that he/she shall be required to attend [Exhibition] from [date] to [date] in the role of [specify role] from [-] to [-]

hours with only short breaks. In consideration of such agreement and the undertaking not to be absent for any reason [Name] shall receive the fee of [number/currency] which shall be paid within [number] days of completion of the work.

A.016

Any absence of any nature must be notified to [Human Resources/other] by email or telephone by you personally on the actual day itself specifying the reason and when you expect to be able to attend. Any absence will result in no payment for that day. An absence of more than [fourteen] working days in any month will mean that the position is no longer available to you. The contract will be automatically terminated and you will only be paid for work completed to the date of termination.

A.017

The [Company] agrees that in any year [Name] shall be permitted to take [number] days of unpaid leave of absence in addition to their annual holiday to carry out public duties, jury service, union work, academic research, training and/or for some other reason to develop their skills and career.

A.018

The [Client] agrees that once the [booking/appointment] has been confirmed and a date, time and reference allocated and agreed. If the [Client] wishes to cancel the [booking/appointment] half the fee shall be due if the [booking/appointment] is cancelled more than [seven] days in advance. Otherwise the [Company] shall be entitled to be paid whether or not the [Client] attends the [booking/appointment].

A.019

Absence and/or failure to attend all and/or any part of the [seminars/workshops] at the specified dates and times agreed between the [Company] and the [Client] shall not entitle the [Client] to any refund, reimbursement and/or otherwise of the fees paid.

A.020

Any absence and/or failure to attend on the dates specified in the agreement shall not automatically entitle the [Company] to terminate the agreement and/or to withhold any sums which may be due for other work which has been completed. The [Company] agrees that [Name] shall be provided with the opportunity to rectify the matter within [number] days. Failure to do so shall mean that the [Company] shall have the right to take such steps as it thinks fit in the circumstances.

B

BANK HOLIDAYS

General Business and Commercial

B.001

'Bank Holidays' shall mean all recognised public holidays which are observed by banks, businesses and services each year in [England and Wales/Northern Ireland/the United Kingdom excluding Scotland and Northern Ireland/country].

B.002

'Bank Holidays' shall mean those days recognised as public holidays by the [government/law courts] whether at the conclusion of and/or subsequently during the existence of this Agreement.

B.003

[Name] shall be entitled to take off as [paid/unpaid] leave any days which are bank and/or public holidays which may be applicable in the [Territory] whether recognised at the time of the Agreement or created at a later date by royal proclamation, legislation or otherwise.

B.004

[Name] shall be entitled to take as paid leave the following bank holidays [specify dates and names] in [country] which shall be in addition to any holiday entitlement specified in clause [-]. Any other religious festivals, celebrations or otherwise shall be arranged to be taken as part of annual leave or as unpaid absence subject to advance consent.

B.005

Where a bank holiday falls on a day upon which [Name] is not normally working there shall be no automatic entitlement to an additional day off in lieu.

B.006

In the [United Kingdom and the Republic of Ireland] the following bank holidays shall apply in [year] and in any subsequent year of this Agreement, subject to variation in date in each year:

- 1.1 New Year's Day [United Kingdom and Republic of Ireland] [date]
- 1.2 St David's Day [Wales] [date]
- 1.3 St Patrick's Day [Northern Ireland and Republic of Ireland] [date]
- 1.4 Good Friday [United Kingdom] [date]
- 1.5 Easter Monday [United Kingdom and Republic of Ireland] [date]
- 1.6 St George's Day [England] [date]
- 1.7 May Day [United Kingdom and Republic of Ireland] [date]
- 1.8 Spring Bank Holiday [United Kingdom] [date]
- 1.9 St Stephen's Day [Republic of Ireland] [date]
- 1.10 Bank Holiday [Northern Ireland] [date]
- 1.11 Summer Holiday [United Kingdom] [date]
- 1.12 Orangemen's Day Holiday [Northern Ireland] [date]
- 1.13 St Andrew's Day [Scotland] [date]
- 1.14 Christmas Day [date]
- 1.15 Boxing Day Bank Holiday [date]
- 1.16 New Year's Day Bank Holiday [date].

B.007

1.1 'Bank Holidays' shall mean all recognised bank and public holidays in [country] as specified according to the legislation and guidance of [specify government website] but shall not include any other days which are celebrated as part of any other religious body, belief or political organisation.

1.2 It is however acceptable to substitute alternative dates off in [country] provided that [Name] is able to carry out their duties at the [Company] on the recognised bank or public holidays or other suitable arrangements can be made in advance.

B.008

1.1 The [Company] agrees that the [Name] shall be entitled to the Annual Holiday Entitlement in addition to any Bank Holidays.

1.2 The [Company] agrees that [Name] shall be entitled to be paid at their full rate of pay at any time whilst they are not working due to Annual Holiday Entitlement and/or Bank Holidays. However where [Name]

B.002 for any reason required to work on any of those dates then they shall not be paid additional sums but provided with the opportunity to be absent on other dates.

B.009

The [Company] confirms that in the event that the [Executive] is requested to work on Bank Holidays or on those days which have been agreed as the Executive's Holidays. Then such work shall be paid for on an ad hoc basis on terms to be agreed between the parties as to the additional remuneration, but at no less than the existing rate of payment.

B.010

This position does not entitle you to receive any payments for public or national holidays and all sums shall only be paid for and subject to completion of the required work. Nor shall there be any additional leave of absence in lieu of work on any of such days.

B.011

Your entitlement to bank, public or other extra days shall be as follows [specify] and you shall be paid in full for each such day. Any such paid leave shall be in addition to your annual leave allowance in paragraph [-].

B.012

1.1 The [Consultant] shall not be obliged to provide his/her services and shall not be paid any sums by the [Company] for any dates where the [Consultant] is absent due to public holidays, religious or other festivals or other occasions which arise due to any reason whether due to family, medical or other emergencies.

1.2 Where the absence continues for [number] consecutive days which were scheduled to be work days. Then the [Company] shall be entitled to terminate the contract by written notice in accordance with clause [-] and shall not be liable to pay any further sums due under the contract.

B.013

There shall be no obligation under this Agreement to be available to provide the services of the [Agency] and/or [Name] on any weekend and/or bank holidays and/or annual leave and/or [specify dates] during the Term of this Agreement.

B.014

In the calculation of the days of notification and/or payment under this Agreement it is agreed that all weekends and Bank Holidays shall [not] be included in the number of days.

B.015 For the purpose of this Agreement it is irrelevant whether or not any day is a bank holiday and/or weekend and/or other festival, celebration or religious day for any faith. All days of the week shall be treated as the same and any notice period and/or calculation shall include all the days in the sequence regardless of whether it is a weekend and/or bank holiday.

BANK RATE

General Business and Commercial

B.016 Unless both parties agree to the contrary in writing all references in this Agreement to 'Bank Rate' shall mean [number] per cent above the prevailing bank rate of [specify bank] in [country] on the relevant date.

B.017 Any party claiming interest under this agreement in respect of any sum due and/or owing must provide supporting evidence as to the reasons for the calculation of the rate set.

1.1 Any party claiming interest under this agreement in respect of any sum due and/or owing must provide supporting evidence as to the reasons for the calculation of the rate set.

1.2 Neither party shall be entitled to seek to claim more interest as a penalty payment.

B.018

1.1 The [Company] shall be entitled to charge a varied bank rate of interest depending upon the circumstances at any time and shall not be bound to continue to charge the existing rate set out in the agreement.

1.2 Where applicable an additional sum may be charged by way of penalty and/or further interest at a higher rate if when served with notice to remedy a serious breach and/or default the other party does not rectify the matter within [one] calendar month of receipt of notice setting out all the details relating to the default.

B.019

'Bank Rate' shall be the relevant percentage figures as shall be published by the [Bank of England/other] on the relevant dates. It is accepted that the interest rate may rise and fall over a period of time. In such instance the average interest rate over the relevant period shall be used.

B.020

The 'Bank Rate' shall be fixed at [number] per cent [-] % on [figure/sum] from [start date] to [end date]. The bank rate of interest shall be fixed. There shall be no additional interest due and/or added nor shall any penalty and/or additional charges, costs or other sums be due for any reason except legal costs which may be incurred in order to obtain payment.

B.021

1.1 There shall be no interest, penalties, charges, or other additional sums due under the terms of this Agreement at any time where any payment or undertaking is delayed for a period of [three] months.

1.2 After the expiry of a period of [three] months from the due date then the [Company] shall be entitled to charge a fixed sum of [number] [currency] as a penalty each [month] for the failure to comply with clause [specify] in this Agreement.

1.3 At the end of each calendar month an invoice issued for the penalty payments for the previous month and payment shall be due immediately upon receipt of an invoice.

B.022

1.1 The [Bank] shall loan the [Customer] the following sum [figure/currency] for the following purpose [specify].

1.2 The [Bank] shall not be entitled to any charge, lien or control over the assets or interests of the [Customer] and/or its business and/or property and shall only be entitled to charge the following rate of interest [number] per cent [-] % on [sum/currency] from [date] to [date]. Thereafter the [Bank] may charge the following [higher/lower] rate of [specify].

1.3 No additional sums may be added for administration, currency conversion, legal costs or otherwise unless the [Customer] defaults on the loan for [six] months and makes no payment during that period.

B.023

1.1 The [Consultant] shall be entitled to charge the [Company] an additional sum of [figure/currency] for each occasion on which the sums due under this agreement are not paid according to the specified dates.

1.2 The additional payment in 1.1 shall be in lieu of charging interest and/or imposing a penalty, but shall be without prejudice to the [Consultant's] right to take legal action.

B.024

- 1.1 The [Company] shall be entitled to charge interest at [number] per cent [figure] % above the bank base rate of [specify reference] in [country].
- 1.2 The [Company] can calculate and charge the interest from the day any sum has not been received until the sum due has been paid in full.
- 1.3 The [Company] shall notify the [Client] that interest is payable, and the [Client] is in default. Where payment is received within [seven days] of the default the [Company] may decide to waive the interest at its absolute discretion.

B.025

The [Company] agrees and undertakes that the maximum amount that it shall be entitled to claim in interest on any default in payment by the [Distributor] shall be limited to the sum of [figure] [words/currency].

B.026

- 1.1 The parties both agree that neither shall be entitled to claim any interest, penalty or additional charges or costs in respect of any sum due under the terms of this Agreement which may not be paid by the due date and/or are not accounted for and/or some other error and/or omission. Provided that the matter is resolved within [number] months of the date the default is identified.
- 1.2 If after the expiry of [number] months from the default the matter is not resolved. Then either party may claim interest, penalty charges, administrative, legal and accountants' costs against the other for any reason. The parties both agree that any interest claimed by either party shall be at the fixed rate of [number] per cent from the first date the default arose until the sum is paid.

B.027

The [Company] agrees the interest rate that it shall be entitled to charge in respect of the sums owed under this Agreement shall not exceed [number] per cent [figure] % at any time. This shall be the case whether or not the bank rate set by the [specify] bank exceeds this rate or not.

B.028

The rate of interest shall be fixed at [number] per cent from [date] to [date] and shall not be dependent and/or adjusted by any changes in the bank rate, economy and/or other variations in the financial sector in any part of the world. The rate of interest cannot be increased and/or decreased by either party.

B.029

The rate of interest to be charged on the sums owed by [Name] shall be as follows:

- 1.1 [date] to [date] [number] per cent.
- 1.2 After [date] the interest rate may be varied based on the interest rates set by [specify bank or institute] but may not exceed [number] per cent.

BANNER ADVERTISEMENTS**Internet, Websites and Apps****B.030**

'Banner' shall mean the advertisement [specify size/shape/position] on the [web page/app] site [reference]. The banner shall contain the following content supplied by the [Licensee] [specify] which shall have the purpose of encouraging any user of the [website/app] to click to another site linked through the banner.

B.031

- 1.1 The [Website/App] Company shall not acquire any intellectual property rights, trade marks and/or other ownership and/or interest in any material in any medium supplied by the [Product Company] and/or developed in pursuance of this Agreement.

- 1.2 The [Website/App] Company agrees that it shall not attempt to register any rights and/or to license and/or assign and/or transfer any rights to any third party relating to the material supplied by the [Product Company] and/or any developments. This prohibition shall apply to anything of any nature relating to the [Product Company] or any of its products, services, marketing, music, logos and trade marks and slogans created at any time.

B.032

The [Website/App] Distributor shall not acquire any intellectual property rights, interest or patent or the right to license third parties or any rights of exploitation in any media [except those set out in this document] in any material supplied under this Agreement to appear in the banner or associated site and links, meta tags or advertisements. This shall apply to all the original material and any variations, adaptations and developments of

(Client) shall not be entitled to a refund of any sums already incurred in respect of the ordering of goods and/or services from third parties which have already been ordered, invoiced and/or fulfilled where payments are due and/or have been made by the (Company) on behalf of the (Client). The following sums shall be refunded and shall be debited to the (Client) of police given in each case less deductible costs which shall include the deposit, any insurance premiums and any third party costs.

CANCELLATION

General Business and Commercial

C.001

Both parties shall have the right to cancel the contract without reason provided that send written notice to the other party at least [three] calendar months prior to [date]. This right shall not be the same as ending the contract under the termination provisions due to failure to carry out the terms of the contract.

C.002

1.1 The [Supplier/Company] agrees that the [Governing Body/Institute] shall have the right at its sole discretion to cancel this agreement at any time without any reason and/or on grounds of the failure to provide the quality of the service and/or work required and/or a change in the financial circumstances of the [Governing Body/Institute] to make the payments required.

1.2 Where the [Governing Body/Institute] wishes to cancel the agreement they shall be required to give [two] months] notice of cancellation of the agreement to the [Supplier/Company] and to make all payments until the end date.

1.3 This clause shall be in addition to any other rights under this agreement including the right of termination, rejection and/or force majeure.

C.003

There shall be no right of cancellation under this agreement and the parties agree that the terms shall be fulfilled and the expenditure and payments made by the [Company] for the duration of the agreement. This shall not affect the other rights of termination where there has been a serious and material default and/or breach of the agreement by either party and/or there are circumstances which amount to force majeure which delay and/or cause the agreement to be suspended for more than [number] [months/years].

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C.004

It may be necessary for the [Client] to cancel the [booking/break/activities] due to injury, medical reasons, accident, family bereavement, and other unexpected circumstances. In such cases the [Company] should be contacted by [telephone/email/text message] as soon as possible. The [Client] shall not be entitled to a refund of any sums already incurred in respect of the ordering of goods and/or services from third parties which have already been ordered, invoiced and/or fulfilled where payments are due and/or have been made by the [Company] on behalf of the [Client]. The following sums shall be refunded and shall be dependent on the period of notice given in each case less deductible costs which shall include the deposit, any insurance premiums and any third party costs:

- 1.1 More than [number] [days'/months'] notification. A full refund of the total agreed amount less deductible costs.
- 1.2 Between [number] and [number] [days'/months'] notification. A refund of [number] per cent of the total agreed amount less deductible costs.
- 1.3 Between [number] and [number] [days'/months'] notification. A refund of [number] per cent of the total agreed amount less deductible costs.
- 1.4 Less than [number] [days'/months'] notification. There shall be no refund.
- 1.5 Any refund shall not include repayment of any taxes, premium charges and fees which may have been paid which the [Company] shall be obliged to pay and/or has paid to a third party.

C.005

There may be a cancellation of the Order by the [Client] at any time until payment has been made in full for the [Products/Services] to the [Company].

C.006

There shall be no fees, charges, costs and/or other additional sums to be invoiced and/or paid as a penalty and/or for any direct and/or indirect losses, damages and/or damage to and/or loss of reputation arising from the cancellation of this agreement by [Name].

C.007

The parties have agreed that the booking, dates, arrangements and details of the [Event] shall not be released, supplied and/or disclosed by the [Company] and/or any of its employees, sub-contractors and/or any other individuals and/or businesses engaged to provide their services at any time until after [date]. That if it is established that information, photographs and details were disclosed to newspapers, magazines, television, news and

media organisations from such a source without permission from the [Client] before [date]. That the [Client] shall have the right to cancel the booking based on those grounds. If the [Client] cancels the booking for that reason then the [Client] shall only be obliged to pay [number/currency] in total.

C.008

If you should fail to pay your annual registration fee and/or such other sums as advised before the date on which your registration of your [Domain Name/Membership/other] is due to lapse or expire in each year. Then the registration shall be cancelled by the [Company] and shall end on the final date. The [Company] shall not be responsible for and/or liable to you for any reason for any losses, damages, costs and/or other consequences which may arise as a result of your failure to renew and/or extend the registration.

C.009

If you wish to cancel the service at any time then you must give at least [one] month's notice to the [Company]. You shall only be obliged to pay any subscription fee to the end of that period of notice. Any payments made for any period after the cancellation date shall be refunded on a pro rata basis.

C.010

The [Client] shall not be entitled to cancel the Order unless the [Company] advises that it cannot deliver the quantity requested and/or is unable to meet the delivery date and/or the specifications of the [Products] are different. If the Order is cancelled for any of these reasons a full refund shall be provided to the [Client] of all sums paid on account in respect of the Order.

C.011

The [Customer] may cancel the [service/subscription] within [fourteen] days of the [signature of the agreement/start of the [Service/Subscription] and shall be entitled to be paid a refund of all sums paid for the [Service/Subscription]. The refund shall be paid by the [Company] within [thirty] days of the receipt of notice of cancellation.

C.012

Where an Order is cancelled then no deposits and/or other advance payments shall be refunded. Where an Order is available for collection but is unclaimed for more than [three/six] months. Then the [Products/Units] may be destroyed and/or sold off. No sums shall be due to the [Customer] in such circumstances as a refund, compensation and/or otherwise.

C.013

The [Governing Body/Company] may cancel the [Participant's/Exhibitor's] right of access to the [premises] for any of the following reasons:

- 1.1 There has been a failure to comply with rules relating to health and safety, security, installation and/or repair of electrical equipment and/or failure to comply with the prohibited list of products.
- 1.2 The conduct, behaviour, language, gestures, and/or appearance of employees, agents and/or others invited by them to the [premises] has resulted in serious complaints and caused disruption.
- 1.3 There has been a failure to pay the sums due under this agreement by the specified deadlines.

C.014

In the event the [Company] is required to cancel the [Event/Holiday/Concert] for any reason then the [Client] shall be entitled to a full refund of the cost of the [Event/Holiday/Concert]. Where possible the [Company] shall try to offer an alternative arrangement for the [Client] to consider but which the [Client] shall not be obliged to accept. Nor shall the [Client] be obliged to accept vouchers and/or any other cash alternative from the [Company]. The [Company] shall not be liable for any additional costs, expenses, losses, damages and/or other sums that may and/or have been incurred by the [Client] as a result of the cancellation.

C.015

- 1.1 The [Agent] acknowledges that the [Artist] is under [eighteen] years of age at the time of the signature and conclusion of this agreement. That the [parents/guardian] have signed on behalf of the [Artist] and will be bound until the [Artist] is [eighteen] years old provided that the [Agent] performs the terms of the agreement and the agreement is not terminated and/or ended for any reason.
- 1.2 When the [Artist] reaches the age of [eighteen] years, the [Artist] shall in that year from [date] to [date] be entitled to exercise the right to terminate the agreement without providing any reason and/or ground by notice in writing to the [Agent] to end on the [Artist's] [nineteenth] birthday. After the termination date all sums, advances and royalties arising from any agreement, contract and/or other work by the [Agent] for or on behalf of the [Artist] shall be paid direct to the [Artist] and the [Agent] shall not be entitled to any further commission, royalties, expenses, fees and/or other sums for any reason in respect of the [Artist] and/or any rights and/or in respect of any documents concluded prior to the termination date.

C.016

The [Company] reserves the right to cancel the [Service/Order/Right of Entry] at any time and for any reason. The total liability shall be limited to refund the

payment made if any for the [Service/Order/Right of Entry] which has not been fulfilled by the [Company] for any period after the date of cancellation.

C.017

Where the [Client] is unable and/or unwilling to use the [Tickets/Service/Order] and/or changes their decision and cancels the [booking/purchase] for any reason which is not due to any breach and/or default by the [Company]. Then the [Company] shall not be obliged to refund and/or make repayment of any sums paid by the [Client] up to and including the date of cancellation.

C.018

Where the [Company] is obliged to substitute another product and/or colour to fulfil any order under this agreement. Then the [Client] shall be entitled to cancel such part of the order and purchase as relates to such proposed substitution. The [Client] agrees that any such cancellation of one part of any order shall not affect those which the [Company] is able to fulfil according to the specification and delivery date which are in respect of unrelated products and/or services.

C.019

Where in any circumstances the [Client] has waived his and/or her rights to any cancellation of any part of this agreement. The [Company] agrees that any such waiver shall only relate to the specific part of the [Service/Order] and shall not prevent the [Client] from exercising their rights of cancellation in respect of another matter at a later date.

C.020

In the event that the [Client/Subscriber/Customer] does not adhere to the agreed terms and conditions of use and access to the [Website/App/Platform]. Then the [Company] may at any time cancel the [Service/Channel/Content] and/or block access and/or refuse to permit access to and/or use of the [Website/App/Platform] without providing any advance notice and/or reasons for taking such action. The [Company] shall not be obliged to justify the cancellation nor shall the [Client/Subscriber/Customer] be entitled to be paid any compensation, damages, losses, sums for damage to reputation and/or any other monies which arise as a direct and/or indirect result of such action by the [Company]. The [Company] shall refund any sum paid by the [Client/Subscriber/Customer] for any period where access is blocked and/or the [Service/Channel/Content] is not available after the end date.

C.021

- 1.1 The [Client/Subscriber/Customer] accepts and agrees that its use and access to the [Website/App/Channel] is entirely at its own risk and

CREDITS

and/or which are to be licensed to third parties and/or in any associated material such as marketing, advertising, packaging and merchandising as follows: [specify credit/copyright notice/trade mark/logo/slogan/image] of the [Company/Author].

C.1190 The [Institute/Charity] does not endorse and/or promote any commercial events and/or projects without a written agreement setting out the terms and conditions of support, use of the logo, image and name and liability. Where a third party uses and adapts the logo, image and/or name of the [Institute/Charity] without authority then the event and/or project may be cancelled without notice.

University, Charity and Educational

1.17 The [Company] shall be obliged to pay the [Enterprise] such sums as may be due for failure to reach the targets and/or complete the [Project].

1.18 Where any delay is due to changes requested by the [Company] and/or due to force majeure then new target dates and a completion date shall be agreed between the parties and 1.1 shall not apply in that instance.

1.19 The [Company] shall be obliged to pay such sums which may become due in 1.1 and/or 1.2 within [specify duration] of notice by the [Enterprise] that a target and/or completion date has not been fulfilled.

In the event that the payment is not received by the [Enterprise] within that period then the [Enterprise] shall be entitled to seek to recover the monies owed together with interest at [specify percentage] above base rate of [Name Bank plc]. The [Enterprise] shall also have the choice and shall be entitled to decide to withhold and retain any payments due from the [Enterprise] to the [Company] in settlement.

D.002 Nothing in this agreement shall entitle the [Licensee] to any remuneration, payment, costs, expenses or damages from the [Licensor] if the failure to fulfil the terms of this agreement and/or its performance shall arise due to the default and/or breach of this agreement by the [Licensee] and/or any sub-licensee, distributor and/or agent at any time.

D.003 In the event of the [Company] being obliged to pay damages or compensation in respect of any problem of any nature caused directly or indirectly by the [Exhibitor] and/or its personnel and/or guests. Then the [Exhibitor] shall reimburse the [Company] for the total amount of the sum paid together

D

DAMAGES

General Business and Commercial

D.001

1.1 The [Company] shall be obliged to pay the [Enterprise] such compensation and/or penalty sums as set out in Schedule A as may be due for failure to reach the targets and/or complete the [Project].

1.2 Where any delay is due to changes requested by the [Company] and/or due to force majeure then new target dates and a completion date shall be agreed between the parties and 1.1 shall not apply in that instance.

1.3 The [Company] shall be obliged to pay such sums which may become due in 1.1 and/or 1.2 within [specify duration] of notice by the [Enterprise] that a target and/or completion date has not been fulfilled. In the event that the payment is not received by the [Enterprise] within that period then the [Enterprise] shall be entitled to seek to recover the monies owed together with interest at [specify percentage] above base rate of [Name Bank plc]. The [Enterprise] shall also have the choice and shall be entitled to decide to withhold and retain any payments due from the [Enterprise] to the [Company] in settlement.

D.002

Nothing in this agreement shall entitle the [Licensee] to any remuneration, payment, costs, expenses or damages from the [Licensor] if the failure to fulfil the terms of this agreement and/or its performance shall arise due to the default and/or breach of this agreement by the [Licensee] and/or any sub-licensee, distributor and/or agent at any time.

D.003

In the event of the [Company] being obliged to pay damages or compensation in respect of any problem of any nature caused directly or indirectly by the [Exhibitor] and/or its personnel and/or guests. Then the [Exhibitor] shall reimburse the [Company] for the total amount of the sum paid together

with any legal and administrative costs that may have been incurred by the [Company] and/or any third party.

D.004

The [Company] agrees and undertakes that it shall be liable to [Name] from [date] to [date] for any physical damage, power failures, indirect and direct financial loss, interference with existing functions of software, machinery and/or devices, the failure to supply, deliver and/or distribute any material and/or products and/or cancellation and/or termination of orders and/or contracts and/or negotiations and/or any other consequence whether foreseeable or not which arises from the [Services/Products/Material] and/or the defaults, failures and/or is otherwise caused by the [Company].

D.005

Where damage is caused of any nature and/or loss to the [Customer's] personal property as a result of using these premises and facilities. The [Company] shall not be liable to pay for any such damage and/or loss and shall not be liable to compensate the [Customer] or offer any refund. The [Customer] uses these premises and facilities at your own risk and cost. You are strongly advised to use the secure storage available and not to bring valuable items onto the premises.

D.006

In the event that the [Company] is prevented from using and/or exploiting all and/or some of the rights granted to the [Company] under this agreement by reason of a material breach and/or default by the [Licensor]. Then the [Licensor] shall pay to the [Company] a reasonable sum in damages which shall not exceed a maximum total sum of [number/currency]. The [Company] agrees that no other sums shall be due and/or claimed. The parties agree that the [Company] shall notify the [Licensor] of the sum claimed as due and the parties shall negotiate a settlement in good faith based on the circumstances.

D.007

Neither party to this agreement shall be liable to the other for any damages, losses and/or costs and/or expenses which are:

- 1.1 caused indirectly and not related to this main agreement.
- 1.2 a penalty and/or punitive sum.
- 1.3 based on projections of revenue and/or sales which have not been fulfilled and cannot be substantiated by any supporting evidence.
- 1.4 due to loss of profits.

1.5 due to a delay and/or interruption of business which could not have been avoided.

1.6 due to the failures of a third party.

1.7 interest in any sum due.

D.008

In the event of non-performance of the conditions set out in clause [-] of this agreement then the party who has defaulted shall be liable to pay the [Company] the sum of [number/currency] per [day/week/month] as [damages/compensation/agreed repayments]. These sums are agreed by all parties to be a fair and accurate assessment of the damages due to the [Company] and are not a penalty.

D.009

Any damage and/or loss, costs and/or expenses which arise directly and/or indirectly relating to either of the party's businesses, brands, products and/or reputations as a result of this agreement shall not be claimed against the other party for any reason. Each party agrees and undertakes to take out insurance cover to the value of [specify value] for their own benefit and at their own cost to cover any such consequences.

D.010

All claims for damages, loss or other liability under this agreement against the [Company] shall be limited to [number/currency] in total unless directly caused by deliberate fraud, malice, negligence and/or results in death and/or personal injury.

D.011

Where the [Company] supplies access to and/or use of any services, products and/or other material by [Name] at the [Event]. It is agreed that [Name] must take due care and consideration and not cause any loss, damage, injury and/or other costs and expenses at any time. Where [Name] causes any damage, loss, injury and/or other costs and expenses then [Name] shall be obliged to pay the [Company] in full for all sums which shall be due, claimed and/or settled including legal costs and expenses which shall have arisen due to the actions, conduct and/or otherwise of [Name]. Provided that the [Company] can provide [Name] with full details of any such sums together with sufficient evidence. The [Company] agrees that [Name] shall not be liable to pay such sums claimed where they can be recovered by the [Company] under an existing insurance policy.