



STANDARD TERMS & CONDITIONS OF BUSINESS

1. Cheerful Twentyfirst

Cheerful Twentyfirst is the trading name of Aeorema Limited (company number 03071929), a wholly owned subsidiary of Aeorema Communications plc (company number 04314540), a company listed on the Alternative Investment Market.

Cheerful Twentyfirst produces live events and also provides video and content services.

2. Invoicing and Payment Terms

Cheerful Twentyfirst operates a set invoicing schedule for all clients as follows:

- 50% deposit on commissioning to secure personnel and cover pre-production, payable on receipt;
- A further 40% prior to completion of the work, payable prior to completion;
- The remaining 10% plus any additions or Project Change Notices (PCNs) post completion, to be paid within 30 days of receipt of the invoice.

All invoicing will be conducted in Pounds Sterling (GBP, £) and VAT will be added at the standard UK rate.

If any invoice is not paid by the due date, Cheerful Twentyfirst reserves the right to withhold services and/or charge interest on the overdue amount at 4% above the Bank of England base rate per day.

3. Charges

Costs, charges and expenses, as shall be agreed for the supply of any goods and services, will be exclusive of VAT unless otherwise stated. Cheerful Twentyfirst reserves the right to make additional charges in respect of extra costs, charges and expenses incurred, caused or arising out of changes and additions ordered by the client, after the acceptance of Cheerful Twentyfirst's estimate, proposal and schedule.

4. Delivery

Cheerful Twentyfirst will provide the services commissioned by the Client by the deadline required if the work is accepted. This is subject to the terms in this document, with particular regard to any delays not caused by Cheerful Twentyfirst.

5. Cancellation

In the event of the cancellation or postponement of a project after being commissioned, Cheerful 21st reserves the right and shall be entitled to retain deposit payments received to the date of cancellation. In addition, further fees shall be due and payable to Cheerful 21st by the Client, notwithstanding any other provision to the contrary, depending on the proximity of cancellation to the project as follows:

- Within thirty (30) days of the start of the project – one hundred per cent (100%) of the agreed budget plus all PCNs;
- Within sixty (60) days of the start of the project – ninety five per cent (95%) of the agreed budget plus all PCNs;
- Within ninety (90) days of the start of the project – eighty per cent (80%) of the agreed budget plus all PCNs;
- Within one hundred and eighty (180) days of the start of the project – fifty per cent (60%) of the agreed budget plus all PCNs.

6. Confidentiality

Cheerful Twentyfirst assures The Client of total confidentiality and security on the content of all presentations, conferences, programmes, speeches or productions. Any reproduction from tapes in whole or part will only be with The Client's permission. Cheerful Twentyfirst shall not divulge or communicate to any person, persons or company any of the trade secrets, secret or confidential material, operations, processes or dealings concerning the organisation, business, finance transactions or affairs of The Client, which may come to its knowledge during the production of the event.

7. Client Material

Cheerful Twentyfirst will take reasonable care of any Client's property held by it but will do so at The Client's risk, and Cheerful Twentyfirst will not be liable for any loss or damage however caused. The insurance of such property will be the responsibility of The Client.

8. Liabilities

Cheerful Twentyfirst shall not be liable for any failure or delay in the supply of its services caused by any acts of force majeure or any dispute, fire, accident, civil commotion, government action or any other cause beyond its control; and Cheerful Twentyfirst will not be liable for any loss, damage or expense suffered by The Client or any third party arising directly or indirectly from any of the matters referred to in this condition. Cheerful Twentyfirst shall not be liable for any consequential loss incurred by The Client howsoever arising and the liability (if any) on any other account shall be limited to the amount of Cheerful Twentyfirst's charges to The Client in respect of the matter in question. For the avoidance of doubt, the default or failure of any subcontractors or suppliers engaged by Cheerful Twentyfirst will be taken to be acts within the control of Cheerful Twentyfirst for the purposes of this condition.

9. Indemnity

The Client shall indemnify Cheerful Twentyfirst against all or any costs, claims, damages, demands and expenses that may be incurred by or made against Cheerful Twentyfirst by any third party by reason of negligence on the part of The Client.

10. Waiver

The waiver or non-enforcement by a Party of any breach, right or remedy or non-observance of the provisions of this Agreement shall not prevent the subsequent enforcement of such provisions in full and shall not be deemed a waiver of any subsequent breach.

11. Jurisdiction

These conditions shall be governed and construed according to English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.