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## VENUE HIRE TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions shall apply to the hire of DE LABAMBA BEACH RESORT [trading as DE LABAMBA LIMITED] a private limited company [registered in Ghana] , whose registered address is P O BOX SM 95, Takoradi, Ghana, West Africa ] whose main trading address is Beach Road, Shama, Takoradi, Ghana by customers who are hiring the Venue for business to business and business to customers purposes.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Booking”</b>	means the arrangement of the hire of the Venue including, but not limited to, setting the dates for the Hire Term, agreeing the Hire Fees, specifying the nature of the Event and setting out any additional requirements the Customer may have;
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business.
<b>“Catering Service”</b>	means the catering service operated by or nominated by the Company which shall be available to provide food and drinks at the Venue and the Event;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Hire Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Customer”</b>	means the customer who is hiring the Venue subject to these Terms and Conditions;
<b>“Deposit”</b>	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
<b>“Event”</b>	means the event or function which the Customer intends to host at the Venue subject to these Terms and Conditions;
<b>“Hire Agreement”</b>	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the hire of the Venue;
<b>“Hire Fees”</b>	means the sum payable by the Customer for the hire of the Venue as determined under Clause 5 of these Terms and Conditions;

<b>“Hired Personnel”</b>	means any of the Company’s employees that are provided to the Customer for the purposes of setting up, managing or otherwise assisting with the Event in accordance with Clause 22 of these Terms and Conditions;
<b>“Hire Term”</b>	means the total duration of the Venue hire as defined in Clause 3 of these Terms and Conditions and detailed in the Hire Agreement; and
<b>“Personnel Fees”</b>	means the fees payable by the Customer for any Hired Personnel.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
  - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## 2. **Booking**

- 2.1 At the time of making a Booking the Customer shall set out, in detail, the planned Event. Details required include the theme, the purpose, the number of guests to be invited, entertainment to be provided, technical requirements and catering requirements. The Company shall provide a booking form to the Customer which shall provide prompts for all required information.
- 2.2 At the time of making a Booking or as soon as possible thereafter (not less than 7 days prior to the start of the Hire Term) the Customer shall supply to the Company a copy of the guest list for the Event.
- 2.3 When making the Booking the Customer shall provide the date and duration of the Event. The Company shall use all reasonable endeavours to satisfy the Customer’s requirements. If the requested dates are not available, the Company shall offer the nearest available dates.

2.4 Once the Booking is made and the Deposit paid in accordance with Clause 4 the Venue shall be reserved for the Customer for the agreed Hire Term subject to these Terms and Conditions.

### 3. **Hire Term**

3.1 The Venue may be booked for a minimum of half a day and a maximum as agreed upon application. The Company shall endeavour to accommodate requirements for longer periods however such extended terms are available at the exclusive discretion of the Company and by agreement only.

3.2 The Hire Term shall be agreed at least 14 days in advance of the Event at the time of Booking and may only be subsequently varied by the Customer giving written notice to the Company not less than 7 Days prior to the start of the Hire Term.

3.3 The agreed Hire Term will be set out in the Hire Agreement.

### 4. **Deposit**

4.1 At the time of Booking the Customer shall be required to pay a Deposit to the Company. The Deposit shall be 50%% of the total Hire Fees. Bookings shall not be deemed confirmed until the Deposit is paid in full.

4.2 Subject to the cancellation provisions set out in Clause 6 the Deposit shall be non-refundable.

### 5. **Fees and Payment**

5.1 The Hire Fees will be determined by reference to the length of the Hire Term, calculated based on a daily rate, and any additional items which may be included in the Venue hire, as set out in the Hire Agreement.

5.2 In limited circumstances concessionary rates may be available. Such rates shall apply to the hire of the Venue by non-profit organisations, educational establishments, charities and similar organisations. The Customer may consult with the Company at the time of Booking in this regard. Concessionary rates are available at the exclusive discretion of the Company and by agreement only.

5.3 Hired Personnel provided in Accordance with Clause 22 shall attract Personnel Fees which shall be calculated on an hourly basis at the rate(s) set out in the Hire Agreement.

5.4 All payments required to be made pursuant to the Hire Agreement by either Party shall be made, by credit card, debit card or BACS, within 14 Days of the date of the relevant invoice in accepted currency in cleared funds to such bank as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

5.5 Where any payment pursuant to the Hire Agreement is required to be made on a day which is not a Business Day, it may be made on the next following Business Day.

5.6 If either Party fails to pay on the due date any amount which is payable to the other pursuant to the Hire Agreement then, without prejudice to and notwithstanding sub-Clause 29.3.1, that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at the rate of 2% per annum over the standard bank base rate from time to time in force.

## 6. **Cancellation**

- 6.1 Subject to the provisions of Clause 29 the following shall apply to cancellation of the Booking by the Customer:
- 6.1.1 If the Customer cancels the Booking more than 21 days ahead of the start of the Hire Term the Company shall issue a full refund of all sums paid, including the Deposit.
  - 6.1.2 If the Customer cancels the Booking less than 21 days but more than 7 days ahead of the start of the Hire Term the Company shall refund of any sums paid less the Deposit.
  - 6.1.3 If the Customer cancels the Booking less than 7 days ahead of the start of the Hire Term the Company shall retain all sums paid and any outstanding Hire Fees shall become immediately payable. No refund shall be issued.
  - 6.1.4 If the Customer does not cancel the Booking but fails to attend at the time of the Hire Term the Company shall retain all sums paid and shall charge the Customer an additional non-attendance penalty which shall be set out in the Hire Agreement.
- 6.2 Subject to the provisions of Clause 29 the Company may cancel the Booking at any time prior to the start of the Hire Term and shall refund all sums paid, including the Deposit.
- 6.3 Where a refund is due it shall be paid by cheque within 28 Business Days of the event triggering such refund.

## 7. **Technical Facilities**

- 7.1 The Company shall provide the following facilities as standard at no additional cost:
- 7.1.1 One back up microphone
  - 7.1.2 Air conditioning
  - 7.1.3 Standard lighting
  - 7.1.4 As agreed with Company
- 7.2 The following items are also available at additional cost, such cost to be reflected in the Hire Fees:
- 7.2.1 Additional lighting
  - 7.2.2 Additional Audio visual and Musical Equipment.
  - 7.2.3 Additional temporary staging
  - 7.2.4 As agreed with General Manager
- 7.3 If the Customer requires the use of any additional items detailed in sub-Clause 7.2 these shall be specified at the time of Booking or as soon as possible thereafter. The Company cannot guarantee the availability of such facilities if booked less than 7 days prior to the start of the Hire Term.

## 8. **Utilities**

- 8.1 Unless otherwise stated in the Hire Agreement the use of all utilities including gas,

electricity and water shall be included in the Hire Fees. No additional charges shall be levied.

- 8.2 If, in the Company's judgement, the Customer is likely to use an abnormally high amount of gas, electricity or water during the Hire Term it shall have the option of metering the Customer's use of the relevant utilities and charging a separate fee therefor. The Customer shall be informed of any such decision at the time of making the Booking or not more than 7 days thereafter.

## 9. **Use of the Venue**

- 9.1 If any additional equipment such as staging, stands, lighting, scaffolding or similar is supplied and used by the Customer for the Event, such equipment may only be used in such a way which does not require any destructive fixing to the structure of the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted.
- 9.2 The Customer shall bear the costs of making good any damage to the Venue caused as a result of the Event including, but not limited to, any damage done as a result of violation sub-Clause 9.1.
- 9.3 The Customer may not, at any time, have gas cylinders in the Venue or any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without the prior written permission of the Company, such permission to be sought at least 14 days prior to the start of the Hire Term.
- 9.4 The Customer may not, at any time, allow live animals into the Venue without the prior written permission of the Company, such permission to be sought at least 14 days prior to the start of the Hire Term. This prohibition does not include guide dogs for the blind which shall be permitted at all times provided company is informed prior to commencement of hire period..
- 9.5 Except where it is permitted under the provisions of the Hypnotism Act 1952 the Customer shall not permit any hypnosis to take place during the Event.
- 9.6 The Customer may not at any time use candles or other lighted flames inside the Venue without the prior written permission of the Company.
- 9.7 No sale of goods may take place during the Event without the prior written permission of the Company.

## 10. **Advertising and Promotion**

- 10.1 The Customer shall be responsible for advertising and promoting the Event. Any and all advertising materials for the Event must be checked and approved by the Company prior to their release to the general public, such approval not to be unreasonably withheld.
- 10.2 All advertising materials must be submitted to the Company for approval at least 14 Days prior to the start of the Hire Term.

## 11. **Health and Safety**

- 11.1 Any and all electrical equipment to be used by the Customer during the Event must be fully PAT Tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.
- 11.2 The Company shall have the right to inspect electrical equipment at any time during

the Hire Term for compliance with sub-Clause 11.1 and shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.

- 11.3 The Venue provides electrical sockets. A maximum number of available sockets may be used simultaneously at any given time as agreed by Company. The use of multi-socket adapter plugs or extension blocks is not permitted unless approved by the Company.
- 11.4 The Customer shall be made aware of all fire exits and fire equipment prior to the start of the Hire Term. All fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended purpose.
- 11.5 A maximum number of guests and staff shall be permitted in the Venue at any given time upon prior agreement. The Company shall have the right to inspect the Venue at any time during the Hire Term and shall request the removal of any number of persons in excess of the agreed numbers.

## 12. **Access to the Venue**

- 12.1 The Customer shall be provided with a plan of the Venue showing access points. The information on the loading and unloading point is provided upon confirmation of booking of venue for hire.
- 12.2 Access for loading and unloading is permitted as agreed by Company. Access outside of these agreed hours shall be by prior arrangement only and at the Company's sole discretion.
- 12.3 Parking facilities are available for guests only on site.

## 13. **Stewarding**

- 13.1 The Customer must provide an adequate number of stewards for the Event. The stewards shall be responsible for overseeing the general hiring arrangements.
- 13.2 Stewards shall be responsible for overseeing emergency procedures including, but not limited to, evacuation of the Venue in case of fire. All stewards must be free of any additional duties at all times.
- 13.3 A steward must be suitably qualified, over the age of 18 and must be on duty at any time that there are members of the general public in the Venue during the Term of Hire.
- 13.4 All stewards must be easily identifiable as such.

## 14. **Disability Provision**

- 14.1 Wheelchair access is provided as standard at the Venue.
- 14.2 For fire safety reasons wheelchair users may only account for a maximum of 33% of the Venue's guest capacity. If a greater number of wheelchair users will be attending the Event the Customer must submit a written request for increased capacity to the Company. The Company shall use all reasonable endeavours to satisfy such a request.
- 14.3 The Venue is not currently fitted with an induction loop for hearing aid users as standard.

## 15. **Good Order and Nuisance**

- 15.1 The Customer shall be required to keep all guests under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply to the Customer's staff, performers, exhibitors, Hired Personnel and any other individuals that are in attendance for the purposes of the Event and not under the control of the Company.
- 15.2 Noise must be kept to a reasonable level at all times. The Customer must ensure that no noise escapes the Venue.
- 15.3 Amplified music used for the Event must not exceed a sound level as specified by the Company.
- 15.4 Fireworks are permitted however no fireworks may be set off without prior approval and are subject to the following exceptions:
  - 15.4.1 Persons under 21 years of age are not allowed to set up fireworks
  - 15.4.2 On given dates, festivals and holidays, fireworks may be set off until specified time as agreed by Company;

## 16. **Recording and Broadcasting**

- 16.1 No recording of sound or video shall be permitted for commercial reasons during the Event (including the Customer's own promotional purposes) without the prior written consent of the Company, such consent not to be unreasonably withheld.
- 16.2 No broadcasting of any kind may take place during the Event without the prior written consent of the Company, such consent not to be unreasonably withheld. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

## 17. **Press**

- 17.1 If the Customer intends to invite members of the press or media for the purposes of reporting on the Event or otherwise covering it in the normal course of their duties, the Customer shall submit a written request to the Company at least 14 days prior to the start of the Hire Term for approval, such approval not to be unreasonably withheld.
- 17.2 In the event that members of the press or media gain unauthorised entry to the Event the Customer shall not be held responsible however it may be required to prove that such entry was unauthorised and unknown.

## 18. **Films**

- 18.1 The Customer may show films during the Event provided any such shows are given in accordance with the provisions of the Cinemas Act 1985. Under that Act, the Customer must provide at least 7 days written notice to the Company of its intention to show a film.
- 18.2 Where a projector is to be used for showing the film a clear area of at least 1 meter must be left around the projector. Only authorised personnel shall be permitted within

that perimeter during the opening hours of the Event.

## 19. **Music**

- 19.1 The Customer where required must have a PRS licence or equivalent to perform at their Event.
- 19.2 The Customer where required must have a PPL licence or equivalent to play music at their Event

## 20. **Catering**

- 20.1 The Customer shall have the option of using a catering service of its own choice or of using the Company Catering Service. If the Customer chooses to use a catering service of their own choice they must submit details of that service to the Company at least 14 days prior to the start of the Hire Term for approval, such approval not to be unreasonably withheld.
- 20.2 If the Customer chooses to use the Company Catering Service it shall be invoiced separately for all catering services rendered. The cost of catering will not form part of the Hire Fees as set out in Clause 5.
- 20.3 If the Customer chooses to use a third party catering service the Company shall have the right to inspect any food brought to the Venue. Further to this right the Company may audit the caterer for food safety and hygiene. Any such inspections and audits shall be carried out at the exclusive discretion of the Company.

## 21. **Licensing and Alcohol**

- 21.1 The Company provides a licensed bar and associated staff at the Venue. [If the Customer requires use of the bar it shall provide at least 7 days written notice of its intention to use it.
- 21.2 The Customer shall have the option of operating their own bar during the Event or may use an external licensee.

## 22. **Hired Personnel**

- 22.1 The Company employs staff at the Venue which can be made available for the use of the Customer. The skills and training of such staff shall be outlined to the Customer at the time of Booking.
- 22.2 If the Customer wishes to employ the services of the Hired Personnel, they shall select the individuals they require no later than 7 days prior to the start of the Hire Term. The Hired Personnel shall be made available at the start of the Hire Term and shall remain on hand for the duration of the Hire Term unless otherwise agreed.
- 22.3 Personnel Fees shall be charged in accordance with sub-Clause 5.3 for all Hired Personnel. Each individual member of the Hired Personnel shall submit a time sheet to the Customer on an agreed interval basis detailing the total number of hours worked. The Customer shall sign the time sheet as verification of those hours. Any disputes as to hours worked shall be referred to the Company.
- 22.4 During the Hire Term all Hired Personnel shall, for all intents and purposes, be servants of the Customer. The Customer shall be responsible for the Hired

Personnel during the Hire Term or the relevant part thereof if the Hired Personnel are not required for the entire Hire Term. Nothing in the Hire Agreement, however, shall create the relationship of employer and employee between the Customer and the Hired Personnel. The Company's responsibilities as an employer of the Hired Personnel shall be unaffected by the Hire Agreement.

**23. Removal following Event**

Unless otherwise agreed the Customer shall be required to vacate the Venue 11am on the day after the final day of the Hire Term. If the final day of the Hire Term is a Saturday, vacation must be completed by 11am on Monday. If the final day of the Hire Term is the day before a bank holiday, vacation must be completed by 11am on the next normal week day. Removal on Sundays and bank holidays is not permitted without prior arrangement.

**24. Insurance**

- 24.1 The Company has in place insurance cover for the Venue and all other property of the Company which is in the Venue either permanently or only for the duration of the Hire Term.
- 24.2 The Customer shall be responsible for securing adequate insurance cover for any additional items that they bring to the Venue. The Company's insurance shall not cover the Customer's property nor that of any third parties.
- 24.3 The Customer shall be required to take out a public liability insurance policy with a minimum indemnity of six hundred thousand new Ghana Cedes which shall cover the Customer, the Company and any contractors used by the Customer with regard to claims, proceedings, costs, charges and expenses associated with damage to or loss of property or injury to any person which may occur while the Customer, its employees, contractors or guests are present at the Venue during the Hire Term.
- 24.4 The Customer shall produce evidence to the Company of any and all insurance required under this Clause 24 on demand.

**25. Liability and Indemnity**

- 25.1 The Company will not be liable for any personal injury or damage to property which occurs during the Event save for personal injury which is attributable to improperly maintained equipment or structural work owned and maintained by the Company.
- 25.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.
- 25.3 The Customer shall be fully responsible for the acts and omissions of the Hired Personnel during the Hire Term (or the relevant part thereof) and shall fully indemnify the Company in respect of all claims howsoever arising for any damage or loss occasioned to property or persons in connection with the Hired Personnel.
- 25.4 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company or the Hired Personnel.

**26. Data Protection**

The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

**27. Confidentiality**

27.1 Each Party undertakes that, except as provided by sub-Clause 27.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Hire Agreement and **5** years after its termination:

27.1.1 keep confidential all Confidential Information;

27.1.2 not disclose any Confidential Information to any other party;

27.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Hire Agreement;

27.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

27.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 27.1.1 to 27.1.4 above.

27.2 Either Party may:

27.2.1 disclose any Confidential Information to:

27.2.1.1 any sub-contractor or supplier of that Party;

27.2.1.2 any governmental or other authority or regulatory body; or

27.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Hire Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 27.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 27, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

27.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Hire Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

27.3 The provisions of this Clause 27 shall continue in force in accordance with their terms, notwithstanding the termination of the Hire Agreement for any reason.

## 28. **Force Majeure**

- 28.1 No Party to the Hire Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 28.2 [In the event that a Party to the Hire Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 14 days the other Party may at its discretion terminate the Hire Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all services rendered (including, but not limited to Venue Hire) up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Hire Agreement.]

## 29. **Term and Termination**

- 29.1 the Hire Agreement shall come into force on the agreed commencement date and shall continue for an agreed Term from that date, subject to the provisions of this Clause 29.
- 29.2 In the event of cancellation under Clause 6, the Hire Agreement shall immediately terminate.
- 29.3 Either Party may immediately terminate the Hire Agreement by giving written notice to the other Party if:
- 29.3.1 any sum owing to that Party by the other Party under any of the provisions of the Hire Agreement is not paid within agreed term Business Days of the due date for payment;
  - 29.3.2 the other Party commits any other breach of any of the provisions of the Hire Agreement and, if the breach is capable of remedy, fails to remedy it within agreed Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 29.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 29.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 29.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Hire Agreement);
  - 29.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 29.3.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 29.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Hire Agreement. For the purposes of this Clause 29, "control" and "connected persons" shall have the

meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

- 29.4 For the purposes of sub-Clause 29.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 29.5 The rights to terminate the Hire Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

### 30. **Effects of Termination**

Upon the termination of the Hire Agreement for any reason:

- 30.1 any sum owing by either Party to the other under any of the provisions of the Hire Agreement shall become immediately due and payable;
- 30.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Hire Agreement shall remain In full force and effect;
- 30.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Hire Agreement which existed at or before the date of termination;
- 30.4 subject as provided in this Clause 30 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 30.5 each Party shall (except to the extent referred to in Clause 27 immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

### 31. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Hire Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Hire Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

### 32. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Hire Agreement into full force and effect.

### 33. **Costs**

Subject to any provisions to the contrary each Party to the Hire Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Hire Agreement.

34. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Hire Agreement or any other agreement at any time.

35. **Assignment and Sub-Contracting**

35.1 [Subject to sub-Clause 35.2] The Hire Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

35.2 [The Company shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Hire Agreement, be deemed to be an act or omission of the Company.]

36. **Time**

36.1 [The Parties agree that the times and dates referred to in the Hire Agreement are for guidance only and are not of the essence of the Hire Agreement and may be varied by mutual agreement between the Parties.]

37. **Relationship of the Parties**

Nothing in the Hire Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Hire Agreement.

38. **Non-Solicitation**

38.1 Neither Party shall, for the term of the Hire Agreement and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Hire Agreement [without the express written consent of that Party].

38.2 Neither Party shall, for the term of the Hire Agreement and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party [without the express written consent of that Party].

39. **Third Party Rights**

39.1 [No part of the Hire Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Hire Agreement.]

39.2 Subject to this Clause 39 the Hire Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

**40. Notices**

40.1 All notices under the Hire Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

40.2 Notices shall be deemed to have been duly given:

40.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

40.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

40.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

40.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**41. Entire Agreement**

41.1 the Hire Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

41.2 Each Party acknowledges that, in entering into the Hire Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Hire Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**42. Counterparts**

the Hire Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**43. Severance**

In the event that one or more of the provisions of the Hire Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Hire Agreement. The remainder of the Hire Agreement shall be valid and enforceable.

**44. Dispute Resolution**

44.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Hire Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

44.2 [If negotiations under sub-Clause 44.1 do not resolve the matter within an agreed

period of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.]

- 44.3 [If the ADR procedure under sub-Clause 44.2 does not resolve the matter within an agreed period of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 44.4 The seat of the arbitration under sub-Clause 44.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties or the related laws in the country where the venue hire was undertaken. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.]
- 44.5 Nothing in this Clause 44 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 44.6 The decision and outcome of the final method of dispute resolution under this Clause 44 shall [not] be final and binding on both Parties.

#### 45. **Law and Jurisdiction**

- 45.1 These Terms and Conditions and the Hire Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of the country where venue was hired, Ghana.
- 45.2 Subject to the provisions of Clause 44, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Hire Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of the country where venue was hired, Ghana.