

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

Dated

1st November 2025

Manchester Central Convention Complex Limited

- and -

Astra Signs Ltd (1)

(2)

SERVICES AGREEMENT



MANCHESTER CENTRAL CONVENTION COMPLEX TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

1. INTERPRETATION

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

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.7.

Contract: the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

Customer: Manchester Central Convention Complex Limited registered in England and Wales with company number 00953285.

Customer Materials: has the meaning set out in clause 3.3(l).

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Services, as set out in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.

Specification: the description or specification for the Services that is set out in or attached to the Order or otherwise agreed in writing by the Customer and the Supplier.

MANCHESTER CENTRAL CONVENTION COMPLEX TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

Supplier: the person or firm from whom the Customer purchases the Services.

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

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order, at which point, and on which date the Contract shall come into existence (**1st November 2025**). The contract is for an initial 2 years with the option to extend for up to an additional twelve (12) months (Manchester Central only option).

2.3 These Conditions apply to the Contract to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate (including any terms or conditions contained in or referred to in any quotation or correspondence from the Supplier or any acceptance or confirmation of any

Order by Supplier or elsewhere), or which are implied by trade, custom, practice or course of dealing.

2.4 In entering into a Contract, the Supplier acknowledges that it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Contract.

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

- 2.5 At any time prior to completion of the Services, the Customer may request any changes, additions, or modifications to the Specification applicable to any Order or any other details of an Order by providing written notice to the Supplier from time to time and subject to paying any additional reasonable charges resulting from such change, addition or modification and agreed between the parties.
- 2.6 The supplier shall pay 10% commission on all client spend on works conducted at MCCCL, with a minimum guaranteed of £15,000.00 in each year of the contract. The sum is to be paid in quarterly instalments in arrears. The supplier will provide a monthly statement to the contract manager which will be invoiced quarterly.
- 2.7 If any branding sites are permanently no longer available, then the fixed fee shall be reduced in a ratio according to the revenue earned by the supplier in the proceeding 12 months from those sites relative to total revenue.

3. SUPPLY OF SERVICES

- 3.1 Unless otherwise agreed between the parties in writing, the Supplier shall, from the Commencement Date and for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 3.3 In providing the Services, the Supplier shall:
 - (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) where an appropriate British standard specification or British standard code of practice issued by the British Standards Institute is applicable, all goods or equipment used, and all workmanship shall, as a minimum requirement, be in accordance with that standard and the equivalent European standard, without prejudice to any higher standard required in accordance with this Contract;
 - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

MANCHESTER CENTRAL CONVENTION COMPLEX TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

- (e) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Specification and Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (h) obtain and at all times maintain all necessary licences and consents;
- (i) provide the Services in compliance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including those relating to health and safety at work, data protection, the environment and anti-corruption;
- (j) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (k) comply, to the extent that such are relevant, with the Customer's policies, rules, procedures and standards, in force from time to time and which are notified to the Supplier;
- (l) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- (m) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

3.4 The Customer shall, at its sole discretion, be entitled to require the Supplier to immediately remove any personnel from the provision of the Services and/or any of the Customer's premises. The Customer may immediately remove any personnel from the Customer's premises if they are in breach of the Customer's policies and procedures.

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

4. CUSTOMER REMEDIES

4.1 If the Supplier fails to perform the Services by the applicable dates, and the supplier has been unable to remedy the failure within a agreed amount of time the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
- (d) where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier;
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

4.2 Without limiting the other rights and remedies of the Customer, the Supplier shall be responsible, throughout the period of 12 months following completion of the Services or termination of the Contract, for making good, at its own cost, any defects which occur as a result of defective materials or workmanship in the performance of the Services. The Supplier shall also be responsible for all costs reasonably incurred by the Customer in remedying any such defects (either itself or through a third party) where the defect is not promptly remedied by the Supplier upon being informed of the defect.

4.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

- (b) provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.
- (c) Market the agreed services on their web portal and collateral

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 6.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of receipt of a correctly rendered invoice, to a bank account nominated in writing by the Supplier.
- 6.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.5 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the party to whom payment is due reserves the right to charge interest on the overdue amount at the rate of 3% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. This clause shall not apply to payments that the defaulting party disputes in good faith.
- 6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Customer to inspect such records at all reasonable times on request.

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

6.7 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

6.8 The Supplier is entitled to suspend performance of any Services as a result of any sums being outstanding by more than 30 days.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 In respect of any goods that are transferred to the Customer under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

7.2 The Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. The supplier may retain the underlying copyright, however, the customer reserves the right to request the removal from the public domain if desired.

7.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause 7.2.

7.5 All Customer Materials are the exclusive property of the Customer.

8. INDEMNITY

8.1 Subject to clause 8.2, the Supplier shall indemnify the Customer against all direct liabilities, costs, expenses, damages and losses finally awarded against

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

the Customer as a result of or in connection with:

(a) any claim brought against the Customer for actual infringement of a third party's intellectual property rights arising out of the use of the Deliverables to the extent that the claim is attributable to the acts or omissions of the Supplier; and

(b) any damage to property or injury to persons arising out of the negligent performance of the Services by the Supplier. This clause 8 shall survive termination of the Contract.

(c) Provided that the Supplier's total aggregate liability under this clause 8 shall under no circumstances exceed the sum of £5,000,000.00.

8.2 Notwithstanding any other provision in this Contract, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), or otherwise, arising under or in connection with this Contract shall not exceed the higher value of value of the Charges paid under this Contract in the preceding 12 months or a fixed sum of £100,000

8.3 In no event shall the Supplier be liable for any indirect or consequential losses, loss of profit, or loss of reputation.

9. INSURANCE

For the duration of the Contract, and in the case of professional indemnity insurance (where applicable) for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance (where applicable) and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. CONFIDENTIALITY

10.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Customer, its employees, agents or subcontractors, and any other confidential information concerning the Customer's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier'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 Supplier may also disclose such of the Customer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

10.2 This clause 10 shall survive termination of the Contract.

11. TERMINATION

11.1 Either party may terminate this Contract for any reason by providing the other party with three (3) months' written notice.

(a) In the event of termination by the Customer pursuant to clause 11.1, the Customer shall pay the Supplier for:

- (i) All work and Services completed up to the date of termination.
- (ii) The costs of any materials or goods ordered in good faith for the performance of the Services which cannot be cancelled, returned, or repurposed; and
- (iii) Any other reasonable and demonstrable non-cancellable costs and commitments incurred by the Supplier as a direct result of this Contract up to the date of termination.

11.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing to do so;
- (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an

MANCHESTER CENTRAL CONVENTION COMPLEX TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (f) the Supplier (being an individual) is the subject of a bankruptcy petition order;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- (i) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(c) to clause 11.2(j) (inclusive);
- (l) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- (m) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

- 11.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

13. GENERAL

13.1 Assignment and other dealings.

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

13.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) Notices may be sent by first-class mail or facsimile transmission or email provided that facsimile transmissions and emails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

transmissions and emails shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

- 13.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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.
- 13.5 **No partnership or agency.** Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 13.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.
- 13.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England.
- 13.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

14. Preferred Supplier

- 14.1 On award of this contract the supplier will become a Preferred supplier for services and any client, that are not dealt with by the customer directly, will be pro-actively encouraged. The supplier will feature on the customer's website and in the organiser handbook.
- 14.2 The supplier is required to pay £15,000.00 (exc VAT) annually to receive this Preferred Supplier status. The customer will invoice the supplier in advance and in quarterly instalments on commencement of contract. Any shortfall for to the agreed minimum fee shall be invoiced by the customer within Quarter 4's invoice.
- 14.3 Once the supplier has invoiced the agreed minimum value of £150,000.00 the supplier is required to pay an additional fee of 10% on any work for the customers clients within the customers premises. This excludes any work completed directly for the customer. The supplier will provide a monthly statement to the contract manager which will be invoiced quarterly.
- 14.4 The customer has the right to remove the preferred supplier status; and the subsequent listings at any stage if the supplier does not satisfy the service requirements or payment terms.
- 14.5 The supplier is to follow the agreed Service Level Agreement.

15. Service Level Agreement

As per Appendix A

**MANCHESTER CENTRAL CONVENTION COMPLEX
TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**

Signed for and on behalf of
**MANCHESTER CENTRAL
CONVENTION COMPLEX
LIMITED**

by Alex Robinson

Signed by:

Alex Robinson

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Date 3/11/2025

Signed for and on behalf of
Astra Signs Ltd

Liam Murphy

by xxxxx

[Signature]

Date 23/10/25

