

Team Away Service Agreement

v1.3.0

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the Isle of Man;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this 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);
“Data Protection Legislation”	means all applicable legislation in force from time to time in the Isle of Man relating to data protection and privacy, including but not limited to the Isle of Man Data Protection Act 2018, and any regulations or guidance issued by the Isle of Man Information Commissioner.
“Event”	means the Client’s event as detailed in the order form;
“Event Management Services”	means the event management services to be provided by the Company as detailed in the order form;
“Order Form”	means the Client’s order for Team Away management Services, to which this Agreement is attached.
“Term”	means the term of this Agreement as defined in Clause 8; and
“Total Price”	means the total sums payable for the Team Away Management Services as specified on the order form.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic 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 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (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 this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have

no effect upon the interpretation of this Agreement.

- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Event Management Services

- 2.1 The Company shall, throughout the Term of this Agreement, provide the Event Management Services to the Client.
- 2.2 The Company shall use reasonable care and skill in providing the Event Management Services.
- 2.3 Where there are any one or more preparatory steps which it is reasonably necessary for the Company to take after the date of this Agreement but before the time and date of the Event in order for the Company to provide the Event Management Service fully and correctly on a timely basis and for the Event to take place as and when scheduled, it shall be deemed to be an obligation of the Company under this Agreement to take each of those steps. For the avoidance of doubt, that obligation shall also be an obligation of the Company for the purpose of Clause 7.

3. Fees and Payment

- 3.1 The Client shall pay to the Company a deposit of 30% of the Total Price (the "Deposit") upon the signing of this Agreement.
- 3.2 The Client shall pay to the Company 40% of the Total Price upon the completion of the booking of accommodation, flights, transfers & activities.
- 3.3 The Client shall pay to the Company the remaining balance upon the completion of the event.
- 3.4 If this Agreement is signed within 30 days prior to the start of the Event, 70% of the Total Price (3.1 + 3.2) will be payable at the time of signing.
- 3.5 Additional items including, but not limited to, out of pocket expenses, disbursements, or any items requested by the Client after the signing of this Agreement must be confirmed by the Client in writing before being acted upon by the Company. Any such items shall be invoiced by the Company to the Client at the discretion of the Company and payment therefore shall be due within 7 days of the date of the invoice.
- 3.6 Time shall be of the essence for payments under this Agreement. If the Client fails to make any payment on its due date then the Company shall, without prejudice to any right which the Company may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on any sums over due until payment is made in full, both before and after any judgment, at the rate of 4% per annum over the Isle of Man Bank base rate (or, if unavailable, such equivalent base rate as may reasonably represent prevailing lending rates in the Isle of Man). This provision shall apply without prejudice to, and notwithstanding sub-Clause 8.3.1.

4. Variation and Amendments

- 4.1 If the Client wishes to vary any details of the Event, it must notify the Company in writing as soon as is reasonably possible. The Company shall use all

reasonable endeavours to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.

- 4.2 If, due to circumstances beyond the Company's control, it has to make any change in the arrangements relating to the Event it shall notify the Client forthwith. The Company shall use all reasonable endeavours to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

5. Liability and Indemnity

- 5.1 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of this Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) in connection with the performance of obligations arising under this Agreement or with the use by the Client of the Event Management Services supplied in connection with the Event.
- 5.2 The Client shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of third parties) caused by the Client or its agents or employees.

6. Confidentiality

- 6.1 Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of this Agreement and for 3 years after its termination:
- 6.1.1 keep confidential all Confidential Information;
 - 6.1.2 not disclose any Confidential Information to any other party;
 - 6.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
 - 6.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 6.1.5 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 6.1.1 to 6.1.4 above.
- 6.2 Either Party may:
- 6.2.1 disclose any Confidential Information to:
 - 6.2.1.1 any sub-contractor or supplier of that Party;
 - 6.2.1.2 any governmental or other authority or regulatory body; or
 - 6.2.1.3 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 this 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 6.2.1.2 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 6, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

6.2.2 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 this 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.

6.3 The provisions of this Clause 6 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

7. Force Majeure

7.1 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay results from any cause that is beyond its reasonable control ("Force Majeure"). 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, transport delays, pandemics, epidemics, public health emergencies recognised by the Isle of Man Government or any other similar or dissimilar event that is beyond the control of the Party in question. This includes the cancellation of the event for any reason.

7.2 In the event that as a result of Force Majeure the Company cannot perform its obligations under this Agreement for a continuous period of 3 months, either Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Company shall be entitled to retain from any sums previously received from the Client or which may still be due from the Client to the Company such costs, expenses and disbursements which the Company has incurred or for which it shall or may be liable to any third parties in connection with the Event and such contribution to the Company's overhead as shall be reasonable and shall return any balance to the Client. The Company may, but shall not be obliged to, take such steps as it shall in its discretion consider reasonable to recover any such costs and expenses from the relevant third parties and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to the Client.

7.3 The Company shall advise the Client in writing as soon as possible if and when any such Force Majeure event occurs and at the same time provide an estimate to the Client of how long the event is likely to continue and its likely impact on the performance of the Company's obligations.

8. Term and Termination

8.1 This Agreement shall come into force on The Commencement date and shall continue for the term as laid out in the Order Form, subject to the provisions of this Clause 8 and sub-Clause 7.2.

8.2 Without prejudice to the Client's right to terminate this Agreement pursuant to any other provision of this Agreement, the Client may terminate this Agreement pursuant to this sub-Clause 8.2 at any time with immediate effect by giving a written notice to the Company which refers to this sub-Clause 8.2

provided that if the Client does give notice under this sub-Clause 8.2:

- 8.2.1 under no circumstances will the Deposit paid by it be returnable;
 - 8.2.2 if the notice is received by the Company not less than 30 days before the start date of the Event, 70% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company;
 - 8.2.3 if the notice is received by the Company less than 30 days before the start date of the Event, 90% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by the Company; and
 - 8.2.4 any additional costs reasonably incurred by the Company in cancelling any arrangements connected with the Event shall be paid by the Client on demand.
- 8.3 Notwithstanding sub-Clause 8.2, either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 8.3.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 30 Business Days of the due date for payment;
 - 8.3.2 the other Party commits any other breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 8.3.3 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;
 - 8.3.4 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 and Companies Acts (Isle of Man));
 - 8.3.5 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 this Agreement);
 - 8.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 8.3.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 8.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause, 'control' and 'connected persons' shall have the meanings given to them under the Income Tax Act 1970 (Isle of Man).
- 8.4 For the purposes of sub-Clause 8.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 8.5 Where it is the Client which terminates this Agreement under sub-Clause 8.3, the Company shall refund to the Client any Deposit or other amount(s) received by the Company from the Client and the Client shall not be liable for

any other amount(s) payable under this Agreement.

- 8.6 The rights to terminate this Agreement given by sub-Clause 8.3 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

9. Effects of Termination

Upon the termination of this Agreement for any reason:

- 9.1 any sum owing by either Party to the other under any of the provisions of this Agreement shall become immediately due and payable;
- 9.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 9.3 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 this Agreement which existed at or before the date of termination;
- 9.4 subject as provided in this Clause 9 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 9.5 each Party shall (except to the extent referred to in Clause 6) 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.

10. Data Processing

- 10.1 In this Clause 10, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in the Data Protection Legislation.
- 10.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 10 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 10.3 For the purposes of the Data Protection Legislation and for this Clause 10, the Company is the “Data Processor” and the Client is the “Data Controller”.
- 10.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 4.
- 10.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.
- 10.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
- 10.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
- 10.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal

data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 4;

10.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

10.6.4 Not transfer any personal data outside of the Isle of Man or the UK other than through the planning of the event, when The Client is physically located outside the Isle of Man or the UK, and during the event if the event takes place outside of the Isle of Man or the UK. All personal data will remain confidential between The Client and The Company, and will not be distributed to suppliers or third parties without the prior written consent of the Data Controller and only if the following conditions are satisfied:

10.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

10.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;

10.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

10.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Isle of Man Information Commissioner);

Notify the Data Controller without undue delay of a personal data breach;

On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and

Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 11 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

10.7 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 10 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data

Processor appoints a sub-contractor, the Data Processor shall:

10.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 10 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

10.7.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.

10.8 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause 10, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to this Agreement.]

11. No Waiver

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

12. Further Assurance

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

13. Costs

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

14. 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 this Agreement or any other agreement at any time.

15. Assignment and Sub-Contracting

15.1 This 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 hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

15.2 Subject to the provisions of Clause 10, 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 this Agreement, be deemed to be an act or omission of the Company.

16. Time

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

17. Relationship of the Parties

Nothing in this 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 this Agreement.

18. Non-Solicitation

- 18.1 Neither Party shall, for the term of this Agreement and for a period of 30 days 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 this Agreement without the express written consent of that Party.
- 18.2 Neither Party shall, for the term of this Agreement and for a period of 90 days 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.

19. Third Party Rights

- 19.1 No provision of this Agreement is intended to confer any right or benefit upon any person who is not a Party to it, and no such person shall have any right to enforce any term of this Agreement.
- 19.2 Subject to this Clause 19, this Agreement shall continue and be binding upon the successors and permitted assigns of the Parties.

20. Notices

- 20.1 All notices under this 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.
 - 20.2 Notices shall be deemed to have been duly given:
 - 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or
 - 20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, 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.

21. Entire Agreement

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

22. Counterparts

This 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.

23. Severance

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

24. Dispute Resolution

- 24.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 24.2 If negotiations under sub-Clause 24.1 do not resolve the matter within 90 days 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.
- 24.3 [If the ADR procedure under sub-Clause 24.2 does not resolve the matter within 90 days 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.
- 24.4 The seat of arbitration shall be the Isle of Man, and the arbitration shall be governed by the Arbitration Act 1976 (Isle of Man) and the Rules for Arbitration as agreed between the Parties. 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.
- 24.5 Nothing in this Clause 24 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 24.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 24 shall be final and binding on both Parties.

25. Law and Jurisdiction

- 25.1 This 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 Isle of Man.
- 25.2 Subject to the provisions of Clause 24, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of the Isle of Man.