

# Beagle Create - TERMS & CONDITIONS

## PART 1

### All Clients

#### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in these terms and conditions:

**Agreement:** the Agreement between Beagle Create Limited and the Client for the provision of Services concluded in accordance with these terms and conditions

**Build Date:** the date agreed for the set-up of the Equipment prior to the Event

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

**Client:** the person firm or company appointing Beagle Create Limited to provide Equipment and Services.

**Commencement Date:** the date on which Beagle Create Limited acknowledges acceptance of the Client's order to provide the Services.

**Contract Price:** the total price (excluding VAT) for the provision of Equipment and Services as set out in the Proposal

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

**Deliverables:** any recording of the Event made by Beagle Create Limited and any other documents or materials provided by Beagle Create Limited to the Client in relation to the Services

**Equipment:** the items of equipment listed in the Proposal, all substitutions, replacements or renewals of such equipment and all related accessories at the discretion of Beagle Create Limited.

**Event:** the event referred to in the Proposal  
**Event Period:** the period from the Build Date to the Take Down Date.

**Dry hire:** relates to equipment hire only and where no service level nor liability is accepted by Beagle Create Limited

**GDPR:** General Data Protection Regulation ((EU) 2016/679).

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Payments: the payments made by or on behalf of the Client for the provision of Services.

Beagle Create Limited, company registration number 12049641

Proposal: the proposal prepared by Beagle Create Limited in relation to the event.

Services: the services described in the Proposal.

Take Down Date: the date agreed for the removal of the Equipment from the Venue following the event

VAT: value added tax chargeable under the Value Added Tax Act 1994.

Venue: the location at which the Event is to be held

1.2 The provisions of Part 2 will apply to any Client who is an individual and who is entering into an Agreement for the provision of Services for purposes wholly or mainly outside the Client's trade business craft or profession.

1.3 If the Client is a consumer as defined in clause 1.2 and there is any conflict between the provisions of Part 1 and Part 2 of these terms and conditions, Part 2 shall prevail.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8 A reference to writing or written includes e-mail.

1.9 References to clauses are to clauses in these terms and conditions.

1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Basis of agreement

2.1 An order placed by the Client constitutes an offer by the Client to purchase Services in accordance with these terms and conditions.

2.2 Any samples, drawings, descriptive matter or advertising issued by Beagle Create Limited and any descriptions of the Equipment or illustrations or descriptions of the Services contained in Beagle Create Limited catalogues, brochures or the Website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not have any contractual force.

2.3 These terms and conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Unless specified otherwise, any quotation given by Beagle Create Limited shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.

2.5 If the Client wishes to make a change to the Proposal notice should be given to the Account Manager who will advise if the change is possible. Beagle Create Limited will notify the Client of any changes to the Contract Price, the timing of supply or other matter which would be necessary as a result of the requested change. Any variation will be documented in accordance with clause 20.

### 3. Provision of Services

3.1 Beagle Create Limited shall supply the Services in accordance with the Proposal in all material respects.

3.2 Beagle Create Limited reserves the right to amend the proposal of the Services if necessary to comply with any applicable law, regulatory requirement, any reasonable requirement of the Venue, or if the amendment will not materially affect the nature or quality of the Services, and Beagle Create Limited shall notify the Client in any such event.

### 4. Event Period

Unless the Agreement is terminated earlier in accordance with its terms the Event Period shall continue until the Equipment is removed from the Venue on the Take Down Date.

### 5. Payments

5.1 The Client shall pay the Payments to Beagle Create Limited in the amounts and on the dates set out in the Proposal. The Payments shall be paid in pounds sterling and shall be made by direct transfer to the bank account nominated by Beagle Create Limited.

5.2 The Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.

5.3 Beagle Create Limited is registered for VAT with number 325 1875 03.

5.4 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.5 If the Client fails to make a payment due to Beagle Create Limited under the Agreement by the due date, then, without limiting Beagle Create Limited's remedies under clause 9.6, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.

5.6 Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

## 6. Delivery and installation

6.1 Delivery of the Equipment shall be made by Beagle Create Limited. Beagle Create Limited shall use all reasonable endeavours to effect delivery on the Build Date.

6.2 To facilitate delivery and installation, the Client shall (or shall procure that the Venue shall) at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable delivery and installation to be carried out safely and expeditiously including any materials, facilities, access and working conditions specified in the Proposal.

## 7. Title

7.1 The Equipment shall at all times remain the property of Beagle Create Limited, and the Client shall have no right, title or interest in or to the Equipment.

## 8. Client's responsibilities

8.1 The Client shall during the term of the Agreement:

(a) procure that the owners and/or operators of the Venue shall at all times co-operate with Beagle Create Limited and comply with the Client's obligations under these terms and conditions;

(b) keep the Equipment at all times at the Venue and the Client shall not move or attempt to move any part of the Equipment to any other location;

(c) permit Beagle Create Limited or its duly authorised representative to enter upon the Venue or any premises at which the Equipment may be located;

(d) not sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

(e) not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of Beagle Create Limited in the Equipment;

(f) not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Client shall notify Beagle Create Limited and the Client shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify Beagle Create Limited on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation; and

(g) deliver up the Equipment at the end of the Event Period or on earlier termination of the Agreement and allow Beagle Create Limited or its representatives access to the Venue or any premises where the Equipment is located for the purpose of removing the Equipment.

8.2 The Client acknowledges that Beagle Create Limited shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Client, the Venue or their respective officers, employees, agents and contractors, and the Client undertakes to indemnify Beagle Create Limited on demand against the same, and against all losses,

liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Client to comply with these terms and conditions.

## 9. Liability

9.1 Without prejudice to clause 9.2, Beagle Create Limited's maximum aggregate liability for breach of the Agreement or for liability arising out of the performance of the Services (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed £10 million.

9.2 Nothing in the Agreement shall exclude or in any way limit:

- (a) either party's liability for death or personal injury caused by its own negligence;
- (b) either party's liability for fraud or fraudulent misrepresentation;
- (c) liability for defective Equipment under the Consumer Protection Act 1987; or
- (d) any other liability which cannot be excluded by law.

9.3 These terms and conditions set out the full extent of Beagle Create Limited's obligations and liabilities in respect of the provision of the Services to the Client. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on Beagle Create Limited except as specifically stated in these terms and conditions. Any condition, warranty or other term concerning the Services or the Equipment which might otherwise be implied into or incorporated within the Agreement, whether by statute, common law or otherwise, is expressly excluded.

9.4 Without prejudice to clause 9.2, neither party shall be liable under the Agreement for any:

- (a) loss of profit;
- (b) loss of revenue
- (c) loss of business; or
- (d) indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

9.5 The Client shall have no claim against Beagle Create Limited for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

9.6 Without prejudice to clause 9.2, Beagle Create Limited shall have no liability to the Client:

- (a) in relation to any failure by the Venue to comply with all or any obligations that the Venue may have in relation to the organisation of the Event or any act or omission by the Venue;
- (b) for the cost of repairing any pre-existing faults or damage to the Venue that Beagle Create Limited discovers while providing the Services if Beagle Create Limited is providing services at a Venue which is the Client's property;

9.7 Relating to dry hires only; It is the customer's responsibility to ensure that all equipment is insured against loss, theft, and damage by hirers from the moment it leaves Beagle Create

Limited care and remains that way until it is inspected on return to Beagle Create Limited. Beagle Create limited accepts no responsibility for the product or how it is used when on dry hire.

## 10. Termination

10.1 Without affecting any other right or remedy available to it, Beagle Create Limited may terminate the Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the Client commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;
- (c) the Client repeatedly breaches any of the terms of the Agreement 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 Agreement;
- (d) if a person who is qualified to act as an insolvency practitioner shall be appointed in relation to either the Client or the Venue (in either case the "insolvent party") pursuant to section 273 of the Insolvency Act 1986; or if a receiver or manager (including for the avoidance of doubt, an interim receiver within the meaning of part IX of the Insolvency Act 1986) shall be appointed in respect of the insolvent party or the whole or any part of property or estate; or if an interim order shall be made in relation to the insolvent party pursuant to Section 252 of the Insolvency Act 1986; or if the insolvent party shall enter into any arrangement or composition with its creditors (including for the avoidance of doubt any voluntary arrangement within the meaning of Part VIII of the Insolvency Act 1986);
- (e) or a creditor or encumbrancer of the Client or the Venue 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 the Client's or the Venue's assets and such attachment or process is not discharged within 14 days;
- (f) the Client (being an individual) is the subject of a bankruptcy petition, application or order;
- (g) any event occurs, or proceeding is taken, with respect to the Client or the Venue in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1 (d) to clause 10.1 (f) (inclusive);
- (h) the Client or the Venue suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (i) the Client (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

10.2 For the purposes of clause 10.1(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which would otherwise derive from:

- (a) a substantial portion of the Agreement; or
- (b) any of the obligations set out in clause 8,

over the term of the Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

## 11. Consequences of termination

11.1 Upon termination of the Agreement, however caused without prejudice to any other rights or remedies of the Client, the Client shall pay to Beagle Create Limited on demand:

- (i) all Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 5.5;
- (ii) any costs and expenses incurred by Beagle Create Limited in recovering the Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs).

11.2 Upon termination of the Agreement pursuant to clause 10.1 any other repudiation of the Agreement by the Client which is accepted by Beagle Create Limited, without prejudice to any other rights or remedies of Beagle Create Limited, the Client shall pay to Beagle Create Limited on demand a sum equal to the whole of the Payments that would (but for the termination) have been payable if the Agreement had continued from the date of such demand to the end of the Event Period less a discount for accelerated payment as follows:

- (a) more than 90 days before the Date of the Event 75%
- (b) 31 – 90 days before the Date of the Event 50%
- (c) 0 – 30 days before the Date of the Event 0%

11.3 The sums payable pursuant to clause 11.2 shall be agreed compensation for Beagle Create Limited loss and shall be payable in addition to the sums payable pursuant to clause 11.1.

11.4 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## 12. Intellectual Property Rights

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by Beagle Create Limited.

12.2 Beagle Create Limited grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Deliverables.

12.3 The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 12.2.

12.4 The Client grants Beagle Create Limited a fully paid-up, non-exclusive, royalty-free nontransferable licence to copy and modify any materials provided by the Client to Beagle Create Limited in connection with the Event for the purpose of providing the Services to the Client.

12.5 The Client shall indemnify Beagle Create Limited against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Beagle Create Limited arising out of or in connection with any claim made against Beagle Create Limited for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Beagle Create Limited's use of any materials supplied by the Client in connection with the Event. This clause 12.5 shall survive termination of the Agreement.

### 13. Data protection and data processing

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Beagle Create Limited is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

13.3 Without prejudice to the generality of clause 13.1, Beagle Create Limited shall, in relation to any Personal Data processed in connection with the performance by Beagle Create Limited of its obligations under the Agreement:

(a) process that Personal Data only on the written instructions of the Client unless Beagle Create Limited is required by the laws of any member of the European Union or by the laws of the European Union applicable to Beagle Create Limited to process Personal Data (Applicable Data Processing Laws). Where Beagle Create Limited is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Beagle Create Limited shall promptly notify the Client of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Beagle Create Limited from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or Beagle Create Limited has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;



(iii) Beagle Create Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(iv) Beagle Create Limited complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a Personal Data breach;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data;

(h) send a copy of any Deliverable which includes Personal Data to the Client within 7 Business Days of the Event following which Beagle Create Limited shall destroy any copies of such Deliverable from its systems; and

(i) maintain complete and accurate records and information to demonstrate its compliance with this clause 13.

#### 14. Force majeure

Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than 24 hours, the party not affected may terminate the Agreement with immediate effect by written notice to the affected party.

#### 15. Confidential information

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

## 16. Announcements

16.1 Subject to clause 16.2, no party shall make, or permit any person to make, any public announcement (whether by social media or any other means) concerning the existence, subject matter or terms of the Agreement, the Event, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

16.2 Beagle Create Limited shall be entitled to use set imagery relating to the Event in Beagle Create Limited's own publicity materials unless the Client notifies Beagle Create Limited in writing that it does not agree to such use. In using such set imagery Beagle Create Limited shall not at any time disclose any confidential information belonging or relating to the Client.

## 17. General

17.1 The terms and conditions of the Agreement are the entire agreement between the parties with regard to their subject matter and no other terms, conditions, warranties or statements (unless fraudulent) will apply.

17.2 Each party acknowledges that in entering into this Agreement it does not do so on the basis of, and does not rely on any representation, unless made fraudulently, warranty or other provision not expressly contained in this Agreement.

17.3 Any variation to this Agreement must be in writing and signed on behalf of both parties.

17.4 If a court decides that any part of this Agreement cannot be enforced, that particular part of this Agreement will not apply, but the rest of this Agreement will.

17.5 A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions.

17.6 Failure or delay in exercising any right under the Agreement shall not prevent the exercise of that or any other right.

17.7 The Client may not assign or transfer any benefit, interest or obligation under the Agreement.

17.8 Save for any third party purchaser, the provisions of the contracts (rights of third parties) act 1999 shall not apply to the Agreement.

## 18. No partnership or agency

18.1 Nothing in the Agreement 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.

18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 19. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and

perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

## 20. Notices

20.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or last known address (in any other case); or
- (b) sent by email to the address specified in the Proposal.

20.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, of this time falls outside Business Hours at 9.00 am on the next Business Day after transmission.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 21. Rights and remedies

Except as expressly provided in these terms and conditions, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 22. Governing law

The Agreement 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 law of England and Wales.

## 23. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## PART 2

If the Client is a consumer:

1. We are responsible to you for foreseeable loss and damage caused by Beagle Create Limited.

1.1 If Beagle Create Limited fails to comply with these terms Beagle Create Limited is responsible for loss or damage you suffer that is a foreseeable result of Beagle Create Limited breaking the Agreement or Beagle Create Limited failing to use reasonable care and skill. Beagle Create Limited is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the

Agreement was made, both parties knew it might happen, for example, if you discussed it with Beagle Create Limited during the sales process

## 2. Your rights to end the Agreement

2.1 Ending the Agreement because of something Beagle Create Limited has done or is going to do. If you are ending the Agreement for a reason set out at (a) to (d) below the Agreement will end immediately and Beagle Create Limited will refund you in full for any Equipment or Services which have not been provided and you may also be entitled to compensation. The reasons are:

(a) Beagle Create Limited has told you about an upcoming change to the Services or these terms which you do not agree to;

(b) Beagle Create Limited has told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the Services may be significantly delayed because of events outside Beagle Create Limited's control; or

(d) you have a legal right to end the Agreement because of something Beagle Create Limited has done wrong.

2.2 Exercising your right to change your mind if you are a consumer (Consumer Agreements Regulations 2013). If you are a consumer then for Services provided under an agreement entered into by post or by an exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Agreements Regulations 2013, are explained in more detail in these terms.

2.3 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of Services, once these have been completed, even if the cancellation period is still running.

2.4 How long do consumers have to change their minds? As a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. In relation to Services you have 14 days after the day Beagle Create Limited emails you to acknowledge acceptance of your order. However, once Beagle Create Limited has completed the Services you cannot change your mind, even if the Agreement is still running. If you cancel after Beagle Create Limited has started the Services, you must pay Beagle Create Limited for the Services provided up until the time you tell Beagle Create Limited that you have changed your mind.

2.5 Ending the Agreement where Beagle Create Limited is not at fault and there is no right to change your mind. Even if Beagle Create Limited is not at fault and you are not a consumer who has a right to change their mind, you can still end the Agreement before it is completed, but you may have to pay Beagle Create Limited compensation. An agreement for Services is completed when Beagle Create Limited has finished providing the Services and you have paid for them. If you want to end the Agreement before it is completed where Beagle Create Limited is not at fault and you are not a consumer who has changed their mind, contact the Account Manager to let Beagle Create Limited know. The Agreement will end immediately and Beagle Create Limited will refund any sums paid by you for the Services not provided but Beagle Create Limited may deduct from that refund reasonable compensation for the net costs Beagle Create Limited will incur as a result of your ending the Agreement. Please see clause 11.2 above.

### 3. How to end the Agreement

3.1 Tell us you want to end the Agreement. To end the Agreement, please let Beagle Create Limited know by doing one of the following:

(a) Phone or email. Call or email your Account Manager.

(b) By post. Print off the form appearing at the end of these terms and conditions and post it to Beagle Create Limited at the address on the form. Or simply write to Beagle Create Limited at that address, including details of the Agreement and your name and address.

3.2 How Beagle Create Limited will refund you. If you are entitled to a refund under these terms Beagle Create Limited will refund you the Contract Price you paid by the method you used for payment. However, Beagle Create Limited may make deductions from the Contract Price, as described below.

3.3 When Beagle Create Limited may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind: Beagle Create Limited may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told Beagle Create Limited that you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Agreement.

3.4 When your refund will be made. Beagle Create Limited will make any refunds due to you as soon as possible. As a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling Beagle Create Limited that you have changed your mind

### MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To BEAGLE CREATE LIMITED (registration number (12049641) of Unit 8, Great North Business Park, Axus Close, Upper Caldecote, SG18 9GH

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] agreement for the supply of Services in connection with [specify title of the Event],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate