

ROOM SERVICE

BACKSTAGE RENTALS & DESIGN

HOSPITALITY

Standard Terms & Conditions

The following Terms and Conditions shall apply to all bookings provided to the Client as per Invoice/Schedule issued for the hire of Room Service LLC .

1. Definitions

"Assignment" means the assignment to be undertaken by the Company more particularly described in the document entitled "Quote to."

"Client" or "Contact" means any third party individual, partnership, company or other organization or entity which contracts with the Company with a view to procuring the services of Room Service LLC in respect of an Assignment pursuant to these Terms and Conditions. The Client name/entity applicable to these Terms and Conditions will be as listed on the quote to and Job descriptions as well as the invoice issued by the Company.

"Fees" or "Cost" means the sums payable by the Client to the Company in respect of an Assignment as set out in QUOTE TO OR INVOICE TO scheduling description means the document detailing the relevant information in respect of the services to be fulfilled by Company for the Client as well as the financials put forth to pay for said hospitality items.

Room Service LLC means personnel provided to the Client in respect of an Assignment, who is engaged under a contract for services by the Company. Once a quote is confirmed, terms and conditions are in place.

The term Room Service LLC applies to all personnel available to hire from the Company including: Hospitality Supervisor, Hospitality Assistants, Administrative fees, as well as the financials put forth to pay for said hospitality items.

2. Fees

2.1 The Fees agreed between the Company and a Client, as set out in the quotation and invoice documents, remain confidential information and will not be discussed with any Room Service Staff or third party under any circumstances.

2.2 At the end of each assignment the Client shall inform the Company the number of days worked by the Room Service LLC during that assignment. If the Client disputes the hours claimed or services provided, the Client shall inform the Company as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Company to enable the Company to establish what hours or services, if any, were worked by the Room Service LLC. Client failure to inform the Company the number of days worked by the Room Service staff during that assignment does not absolve the Client of its obligation to pay the fees in respect of the days worked.

2.3 All Fees must be paid by the Client within the period specified in the Services Schedule and the Invoice. If Payment is made via International Bank Transfer, the Client shall pay all the

transfer charges including any beneficiary charges. Payment by Credit Card or Paypal is subject to an additional charge of 4%. Interest on overdue invoices will be charged from the due date until the date of payment together with any reasonable legal costs incurred. The Client's obligations under this clause shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

2.4 In the event that any additional fees are to be charged by Company in respect of an Assignment (for example, in respect more rooms and descriptions that go above rider requirements) these will be as set out within the Quote and Invoice.

2.5 The Company reserves the right to vary the fees agreed with the Client, by giving written notice to the Client in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

3. Notifications to the Client

3.1 Once an Assignment has been completed in accordance with the Service Schedule and the Fees have been paid to the Company, no claims for refunds will be considered or will be deemed acceptable whatever the circumstance.

4. The Client's Obligations

4.1 If a provisional booking is made by a Client; this will be canceled after 48 hours if receipt of the Quote is not acknowledged by email or telephone by the Client.

4.2 If an Assignment is canceled up to 48 hours of the date of commencement of the Assignment by the Client for any reason, then a cancellation fee of 50% of the invoice value of that day is due. If an Assignment is canceled thereafter, then the Assignment fee will still remain due and payable in FULL. Cancellation fees apply once the client has selected Room Service for the Assignment. If any payment was already made by the Client in respect of the invoice prior to the cancellation, no refunds will be made by the Company.

4.3 The Client hereby undertakes that they wish to engage the allocated Room Service Staff for future Assignments (or to engage any other Room Service staff represented by the Company) all negotiations at any time shall be conducted exclusively with the Company only.

4.4 If in the reasonable opinion of the Client, the services of the Room Service Staff or service can be shown to be unsatisfactory during the term of the Assignment, client may give termination notice by informing Room Service in writing, with notice of 24 hours, then the Client can terminate service. The Client will be liable to pay for the full number of service days completed by the staff member or members up to the date of the said request. Any staff member supplied under an Assignment will not be deemed to be unsatisfactory until the Company has received written confirmation from the Client detailing the specific areas which constitute the grounds for the Client's dissatisfaction.

5. Termination

5.1 Either party may terminate the Assignment without cause by informing the other party in writing, with notice of greater than 48 hours before commencement of the Assignment.

5.2 After said termination where in, for agreed reason from client and Room Service, client is responsible for payment of labor for staff members allocated for assignment after agreement has been acknowledged through quotation process.

6. Confidentiality

6.1 All information relating to Room Service LLC is confidential and where that information relates to an individual.

7. General

7.1 No variation to these Terms and Conditions shall be binding unless agreed in writing between an authorized representative of the Company and the Client.

7.2 This Agreement contains the entire agreement between the Company and the Client for the supply of the Room Service Staff and services to the Client. Any representations made by the Company or any of its employees, sub-contractors or agents concerning the business of the Company, its Clients or any Assignment shall not be incorporated into these Terms and Conditions unless evidenced by the Company in writing.

7.3 If any clause or provision of these Terms and Conditions shall be held to be invalid or unenforceable by a court of competent jurisdiction then the remainder of these Terms and Conditions will not be affected and shall remain in force.

7.4 Any notice or other communication made by the Client with respect to the Terms and Conditions of this Agreement to the Company shall be made in writing and delivered by hand, post, electronic mail or facsimile to the Company's registered office or designated electronic mail address.

7.5 Nothing in these Terms and Conditions shall be construed as constituting a partnership or joint venture between the parties.

7.6 The Room Service Staff that may be introduced to a Client are independent contractors and not employees of the Company or the Client and nothing said or done by the Company or the Room Service Staff shall be deemed to have created an employment relationship.