

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Agreement" means this agreement and any appendices and exhibits annexed hereto.
- 1.2 "Business Card" means the loyalty card to which this Agreement is concerned.
- 1.3 "Company" means Storm Leisure Ltd, a Company incorporated under the Companies Acts and having its registered office at 9 Dunlin Court, Newtonhill, Aberdeenshire, AB39 3QW.
- 1.4 "Client" means the company, firm, or individual designated as such in this Agreement.
- 1.5 "Customer" means the person or persons in possession of the Business Card.
- 1.6 "Effective Date" means the date of signing of this Agreement, the date on which the Agreement comes into force.

2. CLIENT'S OBLIGATIONS

- 2.1 Client shall throughout the duration of the Agreement, provide the Customer with the applicable discount upon presentation of the Business Card. The discount shall be calculated as follows:
 - (a) Leisure Section Clients - consisting of hotels, golf courses, sports facilities, fitness centres, hairdressers, beauty and therapy salons, restaurants, takeaways, diners and night clubs, shall provide a twenty percent (20%) discount off of the Customers total bill.
 - (b) Service Section Clients - consisting of shops and all other services, shall provide a ten percent (10%) discount off of the Customers total bill.
- 2.2 At the discretion of Client, Client shall not be bound to provide the applicable discount in addition to other promotional deals they may be providing to Customers.
- 2.3 Client shall advertise the acceptance of the Business Card on their premises.

3. COMPANY'S OBLIGATIONS

- 3.1 Company shall promote the participation of Client through advertisement on Company website: www.storm-leisure.co.uk
- 3.2 Company shall provide free marketing and advertisement of Client through Business Card promotions.
- 3.3 Company shall endeavour to increase Customer base throughout duration of this Agreement.

4. AGREEMENT DURATION

- 4.1 This Agreement shall subsist from the Effective Date for a period of Eighteen (18) months.

5. TERMINATION

- 5.1 Client may terminate the Agreement upon giving not less than six (6) months written notice to Company. Notwithstanding the foregoing, if Client:
 - (a) makes any composition or arrangement with its creditors, becomes insolvent, is declared bankrupt, has a receiver appointed or enters into a liquidation, either voluntary or compulsory or;
 - (b) commits a material breach of any of the provisions of this Agreement, Company shall be entitled to terminate this Agreement forthwith.
- 5.2 Failure by Client to provide the necessary termination period shall render Client responsible for all consequential losses which Company may suffer including any loss of business, loss of trading revenue, loss of business opportunity, loss of advertising costs, loss of marketing costs or any other similar costs.

6. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

7. GOVERNING LAW

This Agreement shall be governed by the laws of England and the parties hereto submit to the non exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorised representatives as of the date and year stated below.

For Storm Leisure Ltd (Company)

For Client "

"

Signature:

Signature:

Name:

Name:

Date:

Date:

