



20 December 2014

Dear Sir/Madam

It is our intention to wish you a **Very Merry Christmas and a Happy 2015** (the 'Christmas Contract') but due to ongoing funding problems with the National Elf Service we are not yet in a position to enter into the Christmas Contract. We hereby request that you proceed with the preparatory work necessary to enable you to comply with the Critical Date (12:01am on 25 December 2014) as follows:

- You will Deck the Halls (precise locations of the Halls to be notified in due course) with evergreen boughs complying with the Specification reference HOL II & IV ; and
- You may order goods and materials required for the 12 Days of Christmas Project providing always that you enter into letters of intent with suppliers in terms mutatis mutandis to this letter.

For the avoidance of doubt, we reserve the right not to grant you the Christmas Contract for whatever reason, including but not limited to receipt of any evidence that your company has been blacklisted (or added to the unofficial document the 'Naughty List') by a S Nicholas Inc for inappropriate or unbecoming acts or omissions in the course of business (breach of the 'santa clause').

The condition of this letter is that before you enter the Halls you must provide to our Representative on earth written evidence that you celebrate the festive season by resting your merry gentlemen and women. In addition, if before the Christmas Contract is concluded we receive notification from any of your agents, subcontractors, affiliates or employees of breach of the santa clause, this letter shall be of no effect.

Subject to your compliance with the condition of this letter, we undertake to pay your reasonable costs for Decking the Halls and ordering goods up to the Maximum Amount. The Maximum Amount shall be the RRP of one tonne of greenery (provided it meets the requisite leaves to berries ratio set out in the Specification), one live partridge and one pear tree. Any expenses beyond the Maximum Sum, in particular the cost of live birds - and without prejudice to the generality of the foregoing birds which are French, calling, turtle doves, geese or other species - gold rings, noblemen or other human resources, will be at your sole risk.

If the Christmas Contract is concluded between us, the terms of the Christmas Contract will supersede this letter, which will cease to have any further effect. If without good cause you withdraw from Decking the Halls or preparatory services relating to the Project, we shall not be liable for any consequential or indirect losses and/or loss of festive cheer.

Please acknowledge your acceptance of this letter and your agreement to proceed in accordance with its terms by singing and returning the attached copy accompanied by mince pies.

Yours faithfully

