



## 1 Definitions and interpretation

### 1.1 In these Conditions the following definitions apply:

<b>Affiliate</b>	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
<b>Approved Equipment</b>	means equipment for example IT hardware, CCTV equipment, Tills Systems or wi-fi platforms supplied by Wi-Fire for the provision of the Services and as outlined in the Schedule;
<b>Bribery Laws</b>	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday;
<b>Carrier Network</b>	means an internet provider who provides the fixed line (or other) internet connection to the Location(s), whether provided by Wi-Fire or by the Customer;
<b>Conditions</b>	means Wi-Fire's terms and conditions of supply set out in this document;
<b>Confidential Information</b>	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
<b>Contract</b>	means the agreement between Wi-Fire and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;
<b>Customer</b>	means the person who purchases the Services from Wi-Fire and whose details are set out in the Order;
<b>Deposit</b>	has the meaning set out in clause 3.6;
<b>Event</b>	means any event to take place at the Location in which the Customer has ordered the Services;
<b>Event Period</b>	means the period during which Wi-Fire is required to provide the Services and as set out in the Schedule;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving Wi-Fire's or its Wi-Fires' workforce, but excluding the cancellation of an Event, the Customer's inability to pay or circumstances resulting in the Customer's inability to pay



<b>Hotspot</b>	means a location where a wi-fi login platform is provided to the Client through Wi-Fire Approved Equipment;
<b>Installation</b>	means the installation of the Approved Equipment at the Location(s);
<b>Intellectual Property Rights</b>	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: <ul style="list-style-type: none"><li>(a) whether registered or not;</li><li>(b) including any applications to protect or register such rights;</li><li>(c) including all renewals and extensions of such rights or applications;</li><li>(d) whether vested, contingent or future;</li><li>(e) to which the relevant party is or may be entitled, and</li><li>(f) in whichever part of the world existing;</li></ul>
<b>Location</b>	means the address(es) for performance of the Services as set out in the Order;
<b>Order</b>	means the order for the Services from Wi-Fire placed by the Customer in substantially the same form as set out in the Quotation;
<b>Price</b>	has the meaning set out in clause 3.1;
<b>Quotation</b>	means a quotation detailing proposed fees and services (including the Deposit) supplied to the Customer;
<b>Quoted Fee</b>	means the fee which will be quoted to the Customer in the Quotation;
<b>Services</b>	means the Services (whether WiFi Services, Temporary Services or both) as set out in the Order and to be performed by Wi-Fire for the Customer;
<b>Specification</b>	means the description or specification of the Services set out or referred to in the Order;
<b>SSID</b>	Service Set Identifier used to differentiate between one hotspot and another (Wireless Network Name);
<b>Temporary Services</b>	means the provision of wi-fi networks, CCTV, payment service, Tills Systems and other network services as set out in the Order and to be performed by Wi-Fire for the Customer;
<b>User</b>	means the personnel of the Customer and/or members of the public who require access to the internet during the Event;
<b>VAT</b>	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services;
<b>Wi-Fi Services</b>	means the provision of public wi-fi at the Event and/or Location as set out in the Order and to be performed by Wi-Fire for the Customer;



**Wi-Fire** means The Internet Guys Limited trading as Wi-Fire whose registered number is 05961045 and whose registered office is 42 Gloucester Road, RudgeWay, Bristol, BS35 3RT;

**WLAN** means Wireless Local Area Network.

**1.2** In these Conditions, unless the context requires otherwise:

- 1.2.1** any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2** a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3** a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4** a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5** a reference to a gender includes each other gender;
- 1.2.6** words in the singular include the plural and vice versa;
- 1.2.7** any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8** a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.9** a reference to legislation is a reference to that legislation amended, extended, re-enacted or consolidated from time to time; and
- 1.2.10** a reference to legislation includes all subordinate legislation made from time to time under that legislation.

## **2 Application of these Conditions**

- 2.1** These Conditions apply to and form part of the Contract between Wi-Fire and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2** No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that Wi-Fire otherwise agrees.
- 2.3** No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Wi-Fire.
- 2.4** Each Order by the Customer to Wi-Fire shall be an offer to purchase Services subject to these Conditions.
- 2.5** An Order may be withdrawn or amended by the Customer at any time before acceptance by Wi-Fire. If Wi-Fire is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6** Wi-Fire may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:





**4.3** Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

**4.3.1** Wi-Fire may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of National Westminster Bank from time to time in force, and

**4.3.2** interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

## **5 Performance**

**5.1** An Order shall specify whether the Services are to be:

**5.1.1** performed at the Location on the date(s) specified in the Order; or

**5.1.2** performed at an alternative premises set out in the Order (as the case may be). The Customer shall make such premises available for Wi-Fire so that Wi-Fire is able to make the Services available to be performed within the period set out in the Order.

**5.2** The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.

**5.3** Wi-Fire may perform the Services in instalments. Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

**5.4** Time of performance of the Services is not of the essence. Wi-Fire shall use its best endeavours to meet estimated dates for performance, but any such dates are approximate only.

**5.5** Wi-Fire shall not be liable for any delay in or failure of performance caused by:

**5.5.1** the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with Wi-Fire's instructions or (iii) provide Wi-Fire with adequate instructions for performance or delivery or otherwise relating to the Services and Approved Equipment;

**5.5.2** Force Majeure.

## **6 Wi-Fi Services**

**6.1** Wi-Fire will:

**6.1.1** provide Approved Equipment for each Hotspot and support the WLAN Services at each Hotspot;

**6.1.2** provide the Customer with access to a help desk during the services hours to assist with problems with the Hotspot and/or the Wi-fi platform;

**6.1.3** provide the Customer with access details to the wi-fi platform administration portal.

**6.2** The Customer acknowledges that Wi-Fire's ability to provide the wi-fi platform is dependent on the availability of an acceptable internet service to the Wi-Fire device. Wi-Fire will advise the Customer of the required device specific internet requirements at the time of the Order. Internet connection may be provided either by the Customer's existing provider or a provider source by Wi-Fire.

**6.3** The Customer acknowledges that any of the wi-fi platform, cctv platform, payment platform and Approved Equipment may fail from technical fault or otherwise from time to time. The Customer shall report any faults by to the onsite engineer or where they have not opted for this by telephone to Wi-Fire using the telephone number identified in the Order provided from time to time by Wi-Fire for such purpose or the on-site radio. Wi-Fire or its third parties will take steps to correct faults as soon as is reasonably possible. Any failures of the Carrier Network are out of the control of Wi-Fire and the



Customer shall take commercially reasonable endeavours to resolve the fault with the Carrier Network and such failure shall not constitute a breach by Wi-Fire.

- 6.4** Wi-Fire may from time to time suspend or terminate the Services to any and all Hotspots for technical, operational or other reasons.
- 6.5** Access to the wi-fi platform by Users shall be subject to acceptance of Wi-Fire's Acceptable Use Policy. Wi-Fire may amend or replace its Acceptable Use Policy at any time without notice.
- 6.6** All dates for installation and connection to the Connection Network are however estimates only and Wi-Fire shall not be liable for any failure to meet any date.
- 6.7** Wi-Fire shall not be liable for any fault or loss of Wi-Fi Services arising as a result of incorrect information provided by the Customer to Wi-Fire.
- 6.8** Where the Customer exceeds the agreed download limit, Wi-Fire reserves the right to charge additional costs to those outlined in the Order.

## **7 Temporary Services**

### **7.1** Wi-Fire will

- 7.1.1** arrange for cabling to be provided and installed to the access point nearest to the Customer's assigned position within Location during the Event or prior to the Event at a time agreed with the Customer;
- 7.1.2** provide the Temporary Services to pre-authorised positions within the Location based on site plans provided by the Customer or third party organiser. It is the responsibility of the Customer to notify Wi-Fire in writing of any changes;
- 7.1.3** if the pre-authorised positions have been changed and notified to Wi-Fire in accordance with clause 7.1.2, charge the Customer additional charges incurred by Wi-Fire to enable the relocation. Such charges shall be agreed and paid by the Customer prior to Wi-Fire implementing such changes;
- 7.1.4** will disconnect the Temporary Services on the pre-approved date as outlined in the Order;
- 7.1.5** ensure that it complies with the standard or standards for the time being designated under the PCIDSS regulations. Wi-Fire shall have the right to make any changes to the Services and/or Approved Equipment which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services and Wi-Fire shall notify the Customer in any such event. Wi-Fire shall not be liable for any disruption or loss to the Temporary Service in the event the username and password to the PCI Network is made widely available to other third parties by the Customer;
- 7.1.6** where the Customer has requested Tills Systems, Wi-Fire will check that any Approved Equipment is compatible with the Customer's software or applications and that the payment processor works on the Approved Equipment.

## **8 Equipment**

- 8.1** All Approved Equipment supplied by Wi-Fire remains the property of Wi-Fire and must be made available for collection on the expiry or termination of this Contract.
- 8.2** The Customer is responsible for the Approved Equipment and agrees to take reasonable steps to ensure that nobody (other than someone authorised by Wi-Fire) adds to, modifies or in any way interferes with it. The Customer will be liable to Wi-Fire for any loss of or damage to the Approved Equipment, except where such loss or damage is due to fair wear and tear or is caused by Wi-Fire, or anyone acting on Wi-Fire's behalf.



## 9 Customer Obligations

### 9.1 The Customer shall:

- 9.1.1 provide accurate and complete information to Wi-Fire to enable Wi-Fire to perform the Services. [The Customer must ensure any electronic communication sent to Wi-Fire has been received in order for it to be processed].
- 9.1.2 provide or procure for Wi-Fire and/or Wi-Fire personnel reasonable access to premises and facilities at the Location(s) for delivery and installation of the Approved Equipment and (where agreed in the Order) ongoing maintenance of the Approved Equipment and/or Services;
- 9.1.3 provide or procure for Wi-Fire and/or Wi-Fire personnel reasonable access to and cooperation by Customer personnel and those of its third party representatives (if any);
- 9.1.4 ensure that reasonable precautions shall be in place to protect the health and safety of Wi-Fire personnel while at the Location(s);
- 9.1.5 ensure that the Approved Equipment is used in a normal and proper manner;
- 9.1.6 ensure any Customer equipment to be connected to the Approved Equipment or Services is technically compatible for the provision of the Services and will not harm Wi-Fire's network, Approved Equipment or any third party's network or equipment;
- 9.1.7 ensure that it follows the reasonable instructions provided by Wi-Fire in relation to the use, operation of the Approved Equipment and Services;
- 9.1.8 obtain and maintain all necessary licences, permissions and consents which may be required to enable Wi-Fire to perform the Services;
- 9.1.9 respond promptly from time to time to the reasonable requests of Wi-Fire for relevant information, instructions and assistance;
- 9.1.10 where the Customer uses the Temporary Services, the Customer shall:
  - (a) ensure that they and/or their personnel comply with the Acceptable Use Policy;
  - (b) ensure that any computer equipment including but not limited to personal computers, laptops, PDQ machines, or routers and networking equipment not supplied by WI-Fire are fully compatible and pre-configured. Wi-Fire accepts no responsibility for compatability or configuration or any faults associated with or arising from non-compatible or non configured Customer equipment;
  - (c) be responsible for all electrical and power distribution required for the Services. Wi-Fire will not be liable for any losses incurred as a result of a power failure or the Customer failing to source adequate power distribution;
  - (d) be responsible for insertion of sufficient support structures including but not limited to vertical putlog/festoon towers, tower lights, ducts and scaffold tubes under trackway to enable installation of the Approved Equipment;
  - (e) be responsible for the protection of the customer's own privacy and the security of their own systems that connect with the Services. The Customer shall also respect the privacy of others and other Customer's systems that are facilitated in any way by Wi-Fire;
  - (f) not attempt to interfere with the Services provided by Wi-Fire. This includes but is not limited to "flooding" of networks and systems, deliberate attempts to overload



a service or “crash” a system and/or wireless/radio interference with Wi-Fire’s wireless/radio-based Services;

- (g) not use any kind of program/script/command/automated tool or send messages of any kind, designed to interfere with the use of the Services, via any means, locally or by any other service network such as the internet, public phone, data or other network or service;
- (h) Not attach any equipment which has not been approved by Wi-Fire to the card payment system where the Customer has requested security standards such as PCI DSS or the equivalent to be provided.

in each case as reasonably necessary for Wi-Fire to perform its obligations under this Agreement.

- 9.2** The Customer shall be responsible for the safe keeping and safe and proper use of the Services and any related equipment after installation of the Services and the Customer undertakes in particular:
  - 9.2.1** not to cause any attachments other than those approved for connection by Wi-Fire to be connected to any Approved Equipment;
  - 9.2.2** not to allow any unauthorised access to the Approved Equipment or the Services.
- 9.3** The Customer hereby agrees that any Customer equipment shall at all times conform to the standard or standards (if any) for the time being designated under Wi-Fire’s Acceptable Use Policy and Wi-Fire shall not be under any obligation to connect or keep connected any Customer equipment if it does not comply or if in the reasonable opinion of Wi-Fire it is likely to cause death, personal injury, damage or to impair the quality of any Services provided by Wi-Fire.
- 9.4** The Customer shall prepare the Location in accordance with Wi-Fire’s instructions and provide proper environmental and operational conditions for the Approved Equipment prior to delivery. The Customer shall be responsible for:
  - 9.4.1** any costs relating to the preparation of the Location; and
  - 9.4.2** any costs relating to the making good of the Location.
- 9.5** If Wi-Fire's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
  - 9.5.1** Wi-Fire shall without limiting its other rights or remedies have the right to suspend the performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Wi-Fire's performance of any of its obligations;
  - 9.5.2** Wi-Fire shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Wi-Fire's failure or delay to perform any of its obligations as set out in this clause 9.5; and
  - 9.5.3** the Customer shall reimburse Wi-Fire on written demand for any costs or losses sustained or incurred by Wi-Fire arising directly or indirectly from the Customer Default.
- 10 Exclusivity**
- 10.1** The Customer agrees that Wi-Fire shall be the exclusive supplier of the Services for the duration of the Contract.





## **11 Warranty**

**11.1** Wi-Fire gives no warranties and makes no representations in relation to the Services and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **12 Anti-bribery**

**12.1** For the purposes of this clause 12 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

**12.2** Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

**12.2.1** all of that party's personnel;

**12.2.2** all others associated with that party; and

**12.2.3** all of that party's subcontractors;

involved in performing the Contract so comply.

**12.3** Without limitation to clause 12.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

**12.4** Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 12.

## **13 Indemnity and insurance**

**13.1** The Customer shall indemnify, and keep indemnified, Wi-Fire from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Wi-Fire as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

**13.2** The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to Wi-Fire the benefit of such insurance.

## **14 Limitation of liability**

**14.1** Nothing in this Agreement shall operate to exclude or limit either party's liability for:

**14.1.1** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

**14.1.2** fraud or fraudulent misrepresentation;

**14.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

**14.1.4** breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

**14.2** Subject to clause 14.3:



- 14.2.1** Wi-Fire shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), for misrepresentation (whether innocent or negligent), for breach of statutory duty, or otherwise, for any loss of profit, business opportunity, goodwill, data, anticipated savings or any special, indirect or consequential loss arising under or in connection with this Agreement even if foreseeable or if Wi-Fire has been advised of the possibility of such damage; and
- 14.2.2** Wi-Fire's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total charges due under this Contract and as outlined in the Order.
- 14.3** For the avoidance of doubt Wi-Fire will not be liable to the Customer in any circumstances for any losses howsoever arising as a result of the Customer's till operation software not connecting to the Approved Equipment where the Approved Equipment is connected to a working internet connection.
- 14.4** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 14.5** The Wi-Fire network is a secure and controlled environment, however, such control extends only so far as the demarcation point from the Wi-Fire network. Customers may require specific services that can only be provided by removing the protection offered by the firewalls and other security devices at this demarcation point. Wi-Fire accepts no liability for any instances whereby any equipment or service encounter detrimental effects due to such request being acted upon.
- 14.6** This clause 14 shall survive termination of the Agreement.
- 15 Intellectual property**
- 15.1** Unless otherwise expressly agreed in this Agreement, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement. Subject to any other terms expressly agreed by the parties, each party grants the other a license of such of its Intellectual Property Rights as are necessary to enable the other party to fulfil its obligations under this Agreement or make use of the Services and Approved Equipment supplied under this Agreement but not otherwise.
- 15.2** Each party shall be entitled to use in any way it deems fit any skills, techniques or know how acquired or developed or used in performance of this Agreement provided always that such skills, techniques or know how do not infringe the other party's Intellectual Property Rights or disclose or breach the confidentiality of the other party's Confidential Information.
- 16 Confidentiality and announcements**
- 16.1** The Customer shall keep confidential all Confidential Information of Wi-Fire and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 16.1.1** any information which was in the public domain at the date of the Contract;
- 16.1.2** any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 16.1.3** any information which is independently developed by the Customer without using information supplied by Wi-Fire; or
- 16.1.4** any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 16.2** This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.



- 16.3** The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 17 Data Protection**
- 17.1** All personal information that Wi-fire may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.
- 17.2** For complete details of Wi-fire’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer’s rights and how to exercise them, and personal data sharing (where applicable), please refer to Wi-fire’s Privacy Notice available from the website.
- 18 Force Majeure**
- 18.1** A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 18.1.1** promptly notifies the other of the Force Majeure event and its expected duration; and
- 18.1.2** uses best endeavours to minimise the effects of that event.
- 18.2** If, due to Force Majeure, a party:
- 18.2.1** is or shall be unable to perform a material obligation; or
- 18.2.2** is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days;
- the parties shall, within 30 days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.
- 19 Cancellation of Event or Order**
- 19.1** Subject to clause 19.2 below, the Customer may cancel the Order at any time before the Event Period commences. The following shall apply:
- 19.1.1** If the Customer cancels the Order including any installation more than [28] days before the Event Period commences, Wi-Fire shall issue a full refund of all sums paid, including the Deposit;
- 19.1.2** If the Customer cancels the Order less than [28] days but more than [14] days before the Event Period commences Wi-Fire shall refund any sums paid less the Deposit;
- 19.1.3** If the Customer cancels the Job less than [14] days before the Event Period commences or during the Event Period, Wi-Fire shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
- 19.2** The provisions of clause 19.1 shall not apply where the Order is cancelled by the Customer prior to the Event Period commencing where the cancellation is as a result of the Event being cancelled (for whatever reason). In such circumstances Wi-Fire shall issue a refund of all sums paid less the Deposit.
- Written Order
- 20 Termination**
- 20.1** Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party, immediately terminate this Agreement if the other:





- 21.3** The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 21.3.1** Within seven days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
- 21.3.2** If the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the directors (or persons of equivalent seniority). The directors (or equivalent) will meet within seven days to discuss the dispute and attempt to resolve it.
- 21.4** The specific format for the resolution of the dispute under clause 21.3.1 and, if necessary, clause 21.3.2 will be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 21.5** If the dispute has not been resolved within 14 days of the first meeting of the directors (or equivalent) under clause 21.3.2, then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 21.6** Until the parties have completed the steps referred to in clauses 21.3 and 21.5, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

## **22 Notices**

- 22.1** Any notice or other communication given by a party under these Conditions shall:
- 22.1.1** be in writing and in English;
- 22.1.2** be signed by, or on behalf of, the party giving it; and
- 22.1.3** be sent to the relevant party at the address set out in the Contract
- 22.2** Notices may be given, and are deemed received:
- 22.2.1** by hand: on receipt of a signature at the time of delivery;
- 22.2.2** by post: at 9.00 am on the second Business Day after posting;
- 22.2.3** by International post: at 9.00 am on the fourth Business Day after posting;
- 22.2.4** by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- 22.2.5** by email: on receipt of a delivery receipt email from the correct address.
- 22.3** Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 22.1 and shall be effective:
- 22.3.1** on the date specified in the notice as being the date of such change; or
- 22.3.2** if no date is so specified, five Business Days after the notice is deemed to be received.
- 22.4** All references to time are to the local time at the place of deemed receipt.
- 22.5** This clause does not apply to notices given in legal proceedings or arbitration.

## **23 Cumulative remedies**

The rights and remedies provided in the Contract for Wi-Fire only are cumulative and not exclusive of any rights and remedies provided by law.



**24 Time**

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

**25 Further assurance**

The Customer shall at the request of Wi-Fire, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

**26 Entire agreement**

**26.1** The parties agree that the Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

**26.2** Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

**26.3** Nothing in these Conditions purports to limit or exclude any liability for fraud.

**27 Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, Wi-Fire.

**28 Assignment**

**28.1** The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Wi-Fire's prior written consent, such consent not to be unreasonably withheld or delayed.

**28.2** Wi-fire may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

**29 Set off**

**29.1** Wi-Fire shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

**29.2** The Customer shall pay all sums that it owes to Wi-Fire under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

**30 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

**31 Equitable relief**

The Customer recognises that any breach or threatened breach of the Contract may cause Wi-Fire irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Wi-Fire, the Customer acknowledges and agrees that Wi-



Fire is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

### **32 Severance**

**32.1** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

**32.2** If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

### **33 Waiver**

**33.1** No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

**33.2** No single or partial exercise of any right, power or remedy provided by law or under the Contract by Wi-Fire shall prevent any future exercise of it or the exercise of any other right, power or remedy by Wi-Fire.

### **34 Compliance with law**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

### **35 Conflicts within contract**

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

### **36 Costs and expenses**

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

### **37 Third party rights**

**37.1** Except as expressly provided for in clause 37.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

**37.2** Any Affiliate of Wi-Fire shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

### **38 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.



**39 Jurisdiction**

The parties irrevocably agree 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 Contract, its subject matter or formation (including non-contractual disputes or claims).

**The Customer has read and accepts the Order and Contract subject to the Conditions [above OR overleaf].**

**Signed by or on behalf of the Customer.....Date.....201[ ]**

**Name.....Position.....**

**Signed by or on behalf of Wi-Fire.....Date.....201[ ]**

**Name.....Position.....**