

## 1. Our Contract with You

- a. The terms and conditions in this document set out our contract for providing to you the services described in our quote. If there is a conflict between something in this document and our quote, then the content of our quote applies. The law of England applies to any dispute about this document or our contract with you.
- b. "we", "us", "our" and "attend2IT" means Attend 2 IT Limited, a limited liability company (registered number 06811916) whose registered office is at Unit 8 Ermine Street, Buntingford, Hertfordshire, SG9 9AZ. "you" and "your" means the person or body identified in our quote as our customer or client. "services" means all services we provide in relation to the work.
- c. If we do not insist on strictly following any of the terms of our contract, which does not mean that we agree to waive any of our rights set out within it.
- d. We may change these terms if we give you reasonable notice in writing. You may terminate your contract with us if you do not want us to continue to provide services to you on these new terms. If you do this, we will charge you for the services provided to that point.
- e. If any part of the contract is found by any court to be illegal, invalid, or unenforceable then that part will be treated as being removed and will not affect any other part.
- f. Our contract with you constitutes the entire terms of the legal contract between you and us. No variation or addition to this document shall be effective unless agreed in writing and signed by a director of attend2IT.
- g. The contract between us is not intended to, nor does it confer any right or benefit on any other person, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 2. General

- a. All services and advice are (to the extent that we are able to limit them at law) provided without warranty or guarantee of any kind and as such we cannot be held responsible for any financial losses or any additional costs associated however incurred. Your statutory rights are not affected.
- b. attend2IT reserve the right to make changes to the services when an issue is identified that may have an impact on security; or to ensure compliance with our ISPs T&Cs. You will be notified of these changes immediately by email.
- c. Any quote provided to you by us is to be used for the evaluation of our products and services. We welcome its distribution within your organisation however it may not be used for commercial exploitation or passed onto competing companies.

## 3. Networks

- a. attend2IT is only responsible for the part of the network it supplies. In the event of a network failure outside of attend2IT's brief attend2IT will not be held responsible.
- b. attend2IT uses a number of suppliers to deliver internet connections. These suppliers provide SLAs to us. Should a supplier fail to deliver in accordance with an SLA attend2IT will use its reasonable endeavours to recover monies from such supplier and will reimburse 100% of these to you. However in the event of a complete supplier failure all other equipment and services must be paid even if the supplier refuses compensation.
- c. attend2IT may use third party ISPs to provide the internet connection. You also agree to be bound by their terms and conditions. Copies of which are available upon request.
- d. Should a failure or outage occur you will allow us a reasonable time for correction.
- e. Domain Names - attend2IT are not responsible for your domain names unless we are providing them. Renewals of this service are your and your provider's responsibility.
- f. The services may not be used to send or receive any material which is offensive, abusive, indecent, obscene, or menacing; or in breach of confidence, copyright, privacy or any other rights, or to knowingly send or receive any material, including computer viruses or pornography, which transgresses any applicable laws or regulations, whether Civil or Criminal.

## 4. E-Mail & Software

- a. You must not send junk messages, spam, or any unsolicited messages
- b. We take spam very seriously; if you are blacklisted, we will charge you £100 plus £45 per hour that is required to resolve any issues. For more information, please see SORBS.org
- c. E-mail is limited to fair use; mass marketing must be handled by dedicated scripting and not e-mail.
- d. What is not included: i. All code remains the property of attend2IT; you are not authorised to redistribute it or use it for any purpose other than for which it was provided. ii. Any additional features or changes, above and beyond the brief outlined, unless a price is agreed in advance will be charged at £45 an hour.

## 5. Equipment

- a. It is your responsibility to insure any equipment we provide to you as part of the services, against any loss or damage.
- b. Equipment damaged, lost, or stolen must be paid for at replacement cost by you.

## 6. SMS

- a. You must not send junk SMS messages, spam, or any unsolicited messages (commercial or otherwise);
- b. You must not make any misrepresentation in the message (without limitation);
- c. You must not:
  - i. transmit anything (including (without limitation) words and images) which is defamatory, discriminatory, obscene, lewd, offensive, threatening, abusive, harassing, harmful, or hateful;
  - ii. transmit any computer code which is designed to harm the operation of any software, hardware, or network, including (without limitation) viruses, Trojan horses, worms, time bombs and cancelbots;
- d. It is yours' /the end users' responsibility to ensure the information provided are correct. Wrong numbers will be charged.

## 7. VoIP Services

- a. attend2IT will host your VoIP service and give you access to it;
- b. attend2IT is only responsible for equipment supplied by attend2IT;
- c. attend2IT recommends you use a business style internet connection; however, we are not responsible for the stability of your internet connection unless we are supplying it. Reasonable steps are taken to keep our services active, however (to the extent we are able to limit our liability at law) attend2IT will not be responsible for any financial loss for failure of the service (both incoming and outgoing). Your statutory rights are not affected.

## 8. Printing

- a. attend2IT will normally provide a printer, ink / tonner. No Paper will be provided.
- b. Spare Toner can be provided on request and is not charged for.
- c. Printing carries a per page charge for ink / toner and drum use. This will be calculated once the unit is back at the warehouse and subsequently charged by way of an invoice.
- d. If toner is replaced then the empty cartridges must be returned. Failure to return them in the provided packaging will result in the full replacement cost being charged.
- e. Unless a member of support staff has been requested and reserved in advance, telephone support will only be provided during our office hours.

## 9. Streaming & Video Conferences

- a. attend2IT will only be responsible for the equipment they are providing (unless agreed otherwise in writing). attend2IT is not responsible for third party Content Delivery Networks (such as YouTube, Facebook etc.), 3rd Party Bridges, 3rd Party internet connections and 3rd Party video equipment unless we are providing it.
- b. You will ensure all material provided to attend2IT will have the relevant copyright or be copyright free.
- c. If you choose to uncap the limit of viewers to be able to stream content as part of the services then you will be responsible for all additional data costs however significant.
- d. You will ensure that attend2IT is notified in advance of any processing of data outside the EEA or EU including specific limitations on country, encryption or security requirements and protocols. Where we are expected to process data on your behalf outside the EEA or EU, you will indemnify us and hold us harmless against any action or

prosecution or the result thereof by the ICO or any similar legal or regulatory body within any jurisdiction or any action pursued by an individual data subject against us.

#### 10. CCTV

- a. attend2IT are only responsible for installation and commission of any CCTV system. You will provide CCTV operators should you wish the system to be monitored.
- b. It is your responsibility to ensure that the correct signage and licences are used and obtained. Your operator may require a SIA licence to view and record the footage. Please check the relevant government body websites for more info.

#### 11. Accommodation & Welfare

- a. attend2IT will source its own and charge for crew accommodation.
- b. Where you source accommodation it is assumed that it will be close to the event and of a reasonable standard including shower and bathroom facilities and comfortable single rooms.
- c. Unless agreed in writing you will provide the following:
  - i. Drinking (potable) water and clean toilet facilities; and
  - ii. A safe working environment, with appropriate security.

#### 12. Payment

- a. attend2IT requires 100% payment in advance unless credit or part payment has been agreed in writing, in which case this will be invoiced at the end of each event.
- b. attend2IT reserves the right to withdraw credit at any time without notice.
- c. Where attend2IT provides credit, payment terms are 30 days from invoice date, these supersede your terms, if any.
- d. attend2IT reserve the right to withhold part or all service(s) should your account have been in arrears for a period of more than 14 days or credit has been withdrawn or not agreed and payment has not been received in advance.
- e. Title in goods remain the property of attend2IT until paid for in full.
- f. Missed ISP install appointments will be charged for at cost.
- g. Cancellation payments are:
  - i. Up to and including 7 days before first rig day – 40% charge;
  - ii. Under 7 days to first rig day – full charge;
  - iii. ISP and accommodation costs are always payable regardless of cancellation time;
- h. If any amount to be paid to attend2IT is not paid in full, or properly credited by the payment date, then you will also be liable for interest on the unpaid amount for the period beginning on the Payment Date and ending on the date that the amount is settled in full. The amount of interest to be paid shall be computed using an annual rate equal to 4% percent annually above the Bank of England base rate, charged on a daily basis i. In the event of the cancellation of the event, including without limitation, an act of God, act of terrorism, material threat of an act of terrorism, fire, flood, explosion, civil commotion or disturbance, war, storm, earthquake, strike, lock-out, or other industrial action, insurrections or riots, pandemic or epidemic, change in law, prohibition or imposition of requirements by any governmental body, cancellation charges will still apply we therefore recommend you take event insurance out through a 3rd party.

13. **EXCLUSIONS AND LIMITATIONS OF LIABILITY** These terms do not exclude or restrict our liability if our negligence causes death or injury to you.

- a. We are not liable for any indirect loss, special loss or consequential loss or damage to you or for any loss of profit, loss of contract, loss of business, loss of goodwill, loss of opportunity, loss of revenue, loss of income or any similar loss of any nature arising in any circumstances whatsoever and however caused.
- b. We are not liable for a failure to provide services which fall outside the scope of our contract as set out in quote.
- c. We are not liable for loss arising from:-
  - i. delay by you or others giving us information or carrying out services providing equipment;
  - ii. information or services or goods supplied by you or others being incomplete, inaccurate, out of date or not properly functioning;
  - iii. things outside our reasonable control;
  - iv. actions, failures or advice of others;

v. delay by you paying our fees or any expense we have requested from you.

d. Save for death or personal injury caused to you and arising from our negligence, our maximum liability to you for any and all losses, claims, liabilities and expenses of whatever nature is limited to either the sum payable by you to us for the provision of the services as set out in our quote or £10,000, whichever is the lower.

e. Our services are provided by us and our sub-contractors only and your contract is with us only. We are not liable to people or bodies other than you for our services. You agree you will not bring any claim against any company owned or controlled by us, any of our employees, consultants, or agents or those of any company owned or controlled by us. Any services provided by such people are solely on our behalf.

f. If you are not a consumer and we have suffered loss or liability as a result of acting in accordance with your instructions, you will indemnify us for such loss or liability to the extent that it is not caused by our own negligence.

#### 14. INFORMATION ABOUT YOU AND CREATED AS A RESULT OF PROVIDING SERVICES TO YOU

- a. Unless otherwise agreed in writing with you, each party to the contract we will keep confidential any information which is not otherwise publicly available that they acquire about the other party, their business and affairs, except that each party may disclose such information:-
  - i. to their auditors, external assessors or other advisors;
  - ii. to their insurers, in order to seek insurance or to comply with the terms of that insurance;
  - iii. to providers of business support services;
  - iv. where such information is publicly available, not through prior illegal disclosure;

b. when required to do so by any law or regulatory authority. b. We are registered with the Information Commissioner as a data controller under the General Data Protection Regulation (EU) 2016/679). We are committed to ensuring your privacy is protected. You may ask us what information we hold about you by making a subject access request to [info@attend2it.co.uk](mailto:info@attend2it.co.uk)

c. We may use information we hold about you to search the files of credit reference agencies to help us make credit decisions about you, to prevent fraud, check your identity and prevent money laundering or other financial crime. The credit reference agencies may make a record of those searches.

d. We own all copyright and other intellectual property rights in the services in any format which we create, develop, or generate in the course of providing services to you. We give you a licence to use such works for the purposes of the services provided by us. That licence is exclusive to you and cannot be transferred or shared by you. We may terminate the licence by written notice with immediate effect if you do not pay our fees and expenses.

e. Where you have provided any goods or materials to us, you will indemnify, defend and hold us, our agents, consultants and subcontractors harmless from and against all claims by a third party alleging that any of such goods or materials supplied to us by you contain intellectual property which infringes any rights of a third party.

f. All data will be processed in accordance with applicable legislation or regulation. You warrant to us that you have the appropriate consent to process any data introduced to our systems or services by you.

15. **COMPLAINTS AND DISPUTE RESOLUTION** a. If you are unable to resolve a problem about our services with the staff working for you, you may contact us to set out your complaint by emailing: [info@attend2it.co.uk](mailto:info@attend2it.co.uk) or writing to Complaints at our registered office.