

## Fuzzy Brick Ltd

### Terms and Conditions

This contract is between Fuzzy Brick and the Client.

#### 1. Interpretation

1.1. In these Terms:

“Fuzzy Brick” means Fuzzy Brick Ltd.

“Equipment” means the Equipment (including any parts for them) which Fuzzy Brick is to supply in accordance with these Terms

“Service” means the service which Fuzzy Brick is to supply in accordance with these Terms

“Client” means the company, firm or individual which accepted Fuzzy Brick quotation for the service

“Terms” means the standard terms of the service, in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Client and Fuzzy Brick

#### 2. Fuzzy Brick Responsibilities

2.1. Fuzzy Brick will provide all relevant equipment, software and labour required to deliver the service set out in the service description above.

#### 3. Payment

- 3.1. Payment must be made by card, paypal or bank transfer in full at point of booking unless agreed otherwise by Fuzzy Brick.
- 3.2. Any direct costs incurred by Fuzzy Brick will be non refundable unless specified.
- 3.3. If part payment, any direct costs will not be incurred until Fuzzy Brick receives payment from the Client, sufficient to cover the costs, as agreed in the payment terms, with Fuzzy Brick.
- 3.4. If the client fails to make any payment on the due date, then, without limiting any other right to remedy available to Fuzzy Brick, Fuzzy Brick may:
  - 3.4.1. cancel the contract or suspend any further services to the client;
  - 3.4.2. charge the client interest (both before and after any judgment) on the amount paid at the rate of 5% above the base rate of the Bank of England from time to time, until payment in full is made (part of a month being treated as a full month for the purpose of calculating interest).

#### 4. Cancellation

- 4.1. In the event of a cancellation by the client (with the exclusion of any direct costs incurred which will be deemed non refundable) within:
  - 4.1.1. 14 days of the engagement date 0% will be refunded.
  - 4.1.2. Between 15-25 days prior to the event, 50% will be refunded.
  - 4.1.3. 25+ days prior to the event, 75% will be refunded.

#### 5. Client Responsibilities

5.1. Where relevant, the client will provide a suitable indoor area for the set up as set out in the FAQ's of our website. The client must provide an electrical supply meeting, or exceeding

british standards.

- 5.2. It is the client's responsibility to ensure that the equipment is used only in a proper manner, as directed by Fuzzy Brick staff, for the purpose for which it was intended and designed by a competent person or persons without risk to health and safety and not contrary to any law.
- 5.3. The client shall notify Fuzzy Brick of any restricted access to the premises and room where the event will take place at the time of booking.
- 5.4. The client shall ensure that on the day, suitable access and approval to arrive and deliver the equipment is granted, to ensure the service Fuzzy Brick delivers is not impacted.
- 5.5. Provide all the information requested, by the deadlines set out by Fuzzy Brick.
- 5.6. To ensure due diligence is carried out and Client internal policy and procedures are satisfied.

## **6. Risk and Property**

- 6.1. Risk of damage to or loss of the equipment shall pass to the client when the service begins.
- 6.2. Ownership of the equipment at all times belongs to Fuzzy Brick.

## **7. Warranties and Liability**

- 7.1. Fuzzy Brick shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow instructions (whether oral or in writing), misuse or alteration of the equipment.
- 7.2. If for any reason Fuzzy Brick is unable to provide the service under this agreement, then Fuzzy Brick shall bear no responsibility to the client for any loss, including consequential loss arising thereon. Fuzzy Brick will refund in full if Fuzzy Brick is unable to deliver and needs to cancel prior to the event starting.
- 7.3. Subject as expressly provided in these terms all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4. Except in respect of death or personal injury caused by Fuzzy Brick's negligence, Fuzzy Brick shall not be liable to the client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term or any duty at common law or under the express term of the agreement, for loss of profit or for any indirect special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Fuzzy Brick, its employees or agents or otherwise) which arise out of or in connection with the supply of the equipment (including any delay in supplying or any failure to supply the equipment in accordance with the contract or at all) or their use by the client, and the entire liability of Fuzzy Brick under or connection with the contract shall not exceed the total hire payments under the contract except as expressly provided in these terms.
- 7.5. The client must immediately inform Fuzzy Brick of any failure of damage to or loss of the equipment.
- 7.6. The client shall not carry out any repairs to the equipment arising out of misuse or mishandling of the equipment without first obtaining Fuzzy Brick authority to do so.
- 7.7. The client shall indemnify Fuzzy Brick in full for the costs of any repairs.
- 7.8. The client shall indemnify Fuzzy Brick in full for the replacement of any lost or damaged equipment or equipment which in the view of Fuzzy Brick is uneconomic to repair in the value of new replacement equipment and for any consequential loss to Fuzzy Brick arising out of the loss or damage of the equipment.
- 7.9. During any period in respect of which the client has not already paid to Fuzzy Brick any hire charges for equipment which is lost or damaged, until such lost or damaged equipment is replaced or repaired the client shall compensate Fuzzy Brick in full for the loss of use of the lost or damaged equipment at a rate equivalent to the hire charges currently made by Fuzzy Brick for such

equipment.

- 7.10. The client accepts that some users of VR may become motion sick and this is not something Fuzzy Brick can control and therefore, Fuzzy Brick cannot be liable for providing any refunds in the event users become dizzy or sick.

## **8. Insurance**

- 8.1. Fuzzy Brick has the following insurance cover:

|                                    |            |
|------------------------------------|------------|
| Public liability insurance (PLI) - | £2,000,000 |
| Professional Liability -           | £500,000   |

A copy of the certificate can be provided on request.

## **9. Jurisdiction and applicable law**

- 9.1. These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **10. Confidentiality**

- 10.1. All proposals and quotations we send to you contain 'Confidential Information'. This means all information of any description (whether written, oral or in any other form) containing or consisting of material of an operational, financial, marketing, technical, administrative, planning, economic and/or business nature relating to the proposal. You shall hold all Confidential Information in complete confidence and shall not use, disclose or permit the use or disclosure of any part of the Confidential Information except as agreed with us. You shall take all reasonable security precautions, being at least as great as the precautions it takes to protect its own confidential information, to keep confidential and ensure that all persons to whom any Confidential Information is disclosed also keeps the information confidential. Should it be brought to our attention that you have disclosed or used any of the Confidential Information other than as agreed with us we will hold you liable for breach of confidentiality and copyright infringement and will pursue you for any and all losses suffered by us as a result. All confidentiality obligations created by this clause shall survive and remain in full force and effect notwithstanding the completion or cancellation of your arrangements on any basis or for any reason. All Confidential Information shall remain our property at all times, and we own all copyright and intellectual property rights.

## **11. Data Protection and GDPR**

- 11.1. Please see our GDPR and data security policy [here](#)