# Terms & Conditions of Service

*These Terms and Conditions govern the provision of temporary wireless internet connectivity services by the Supplier to the Customer at the designated Festival venue. By booking, paying for, or using the Services, the Customer agrees to be legally bound by these Terms and Conditions.*

## 1. DEFINITIONS AND INTERPRETATION

- "Supplier" - NVENTS TECHNOLOGY LIMITED - The network service provider contracted or authorised to deliver temporary internet infrastructure at the Event.
- "Trader" The food vendor, retail merchant, exhibitor, or other commercial entity purchasing the Service for commercial use during the Event.
- "Event / Festival" The specific music festival or public event detailed in the Service Order where the infrastructure is deployed.
- "Services" The temporary Wi-Fi network connectivity and internet access provided by the Supplier to the Trader's designated trading pitch.
- "SLA" Service Level Agreement (if any) detailing targeted network performance parameters.

## 2. NATURE OF TEMPORARY FESTIVAL NETWORKS

1. The Trader acknowledges and agrees that festival environments are highly challenging for radio frequency environments and digital telecommunications. The Services are provided over temporary infrastructure deployed in an outdoor, high-density environment and are subject to physical interference, weather conditions, radio congestion, power fluctuations, and third-party backhaul failures.
2. No Guarantee of Flawless Operation: The Supplier provides the Services on an "as-is" and "as available" basis. The Supplier does not warrant or guarantee that the Services will be uninterrupted, continuous, secure, error-free, or compatible with any specific hardware, software, Electronic Point of Sale (EPOS) system, or payment processing terminal.

## 3. TRADER OBLIGATIONS AND HARDWARE COMPATIBILITY

1. The Trader is solely responsible for ensuring that its devices, including EPOS terminals, PDQ card machines, and smart devices, are fully configured, compatible with standard Wi-Fi protocols and capable of connecting to the Supplier’s network infrastructure.
2. The Trader shall implement its own local security and encryption controls. The Supplier shall not be responsible for data intercepted or compromised over the wireless spectrum.
3. The Trader should consider an alternative, secondary method of transaction processing (such as an offline EPOS mode, data-roaming cellular terminals, or mechanical/cash procedures) to ensure business continuity in the event of network disruption.

## 4. FEES AND PAYMENT

1. All fees for the Services must be paid in full prior to the commencement of the Event, unless explicitly agreed otherwise in writing. Fees are non-refundable once the Event infrastructure build has commenced, regardless of network availability or service utilisation by the Trader.

## 5. EXCLUSION AND LIMITATION OF LIABILITY

1. This sets out the Supplier's financial liability (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Trader in respect of any breach of these Terms, any use made by the Trader of the Services, and any representation, statement, or tortious act or omission (including negligence) arising under or in connection with these Terms.

2. The Supplier shall not, under any circumstances, be liable to the trader (whether in contract, tort (including negligence), breach of statutory duty, restitution, or otherwise) for any of the following losses arising out of or in connection with the failure, disruption, interruption, slowdown, unavailability, or malfunction of the wi-fi service or internet connection:
    a. Loss of profits, revenue, or turnover;
    b. Loss of business opportunity, contracts, or goodwill;
    c. Loss of credit card, debit card, or epos transaction processing capability;
    d. Loss of sales, stock, or wastage of perishable food goods due to customer
    e. Queuing or delays;
    f. Any indirect, special, or consequential loss or damage whatsoever.
3. Without prejudice to Clause 5.2, the Supplier's total aggregate liability arising in connection with the performance or contemplated performance of the Services shall be strictly limited to the total fees actually paid by the Trader to the Supplier for the Services at the specific Event in question.
4. Nothing in these Terms excludes or limits the liability of the Supplier for death or personal injury caused by the Supplier's negligence, or for fraud or fraudulent misrepresentation, or any other liability which cannot be lawfully excluded or limited under English law.

## 6. THIRD-PARTY NETWORKS AND BACKHAUL PROVIDERS

1. The Trader acknowledges that the Supplier relies on third-party telecommunications network operators, satellite providers, or cellular carriers to provide internet backhaul transit to the Event site. The Supplier shall have no liability to the Trader for any failures, latency, or outages caused by such third-party infrastructure providers.

## 7. FORCE MAJEURE

1. The Supplier shall not be in breach of these Terms nor liable for any delay or failure to perform the Services resulting from events, circumstances, or causes beyond its reasonable control. Such events include, but are not limited to: severe weather conditions, lightning strikes, severe flooding, structural collapse, acts of God, war, civil disorder, strikes or industrial action, malicious damage, power grid failure, failure of public telecommunication networks, or actions taken by the Festival Organiser or local government authorities.

## 8. TERM AND TERMINATION

1. These Terms shall remain in effect for the duration of the Event specified in the Trader's booking order.
2. The Supplier reserves the right to suspend or terminate access to the network immediately and without notice if the Trader breaches these Terms, utilizes excessive bandwidth to the detriment of other users, or engages in illegal or unauthorized network activities.

## 9. GOVERNING LAW AND JURISDICTION

1. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their 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.