



# GENERAL TERMS OF SERVICE

## 1. ABOUT US

- 1.1 Company details. Full Stream Ahead Tv Ltd (*company number 1491899*) (**we and us**) is a company registered in England and Wales and our registered office is at 45 Benbow Quay, Shrewsbury, England, SY1 2DL.
- 1.2 Contacting us. To contact us telephone our customer service team at tel: 01743 387 123 or e-mail [info@fullstreamahead.tv](mailto:info@fullstreamahead.tv)
- 1.3 How to give us formal notice of any matter under the Contract is set out in *Clause 11*.
- 1.4 We maintain professional liability insurance. Our insurer is *Aviva Insurance*. Information relating to our policy can be requested by contacting us.

## 2. OUR CONTRACT WITH YOU

- 2.1 These terms of Service (**Terms**) apply to the supply of Services by us to you (**Contract**).
- 2.2 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. SERVICES WE PROVIDE

- 3.1 We provide a range of services to our customers, which include:
  - a) Event streaming to your personal web page
  - b) Multi-camera production services
  - c) On screen graphics, name straps and power point services
  - d) Full recording services of productions
  - e) Provision of experienced production crews
  - f) Analytics and viewing figure services
  - g) Streaming services to your social media website
  - h) Sponsor/company advertisements
  - i) Password protected stream services
  - j) Pay Per View streaming services
- 3.2 Services provided within these terms are not exclusive and additional services may be provided. An updated list of the services offered by us can be found on <https://www.fullstreamahead.tv/services>. Should a service not be included within our site, please contact us and we may be able to facilitate the arrangement.
- 3.3 Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

#### 4. **ENGAGEMENT AND SERVICE DELIVERY**

- 4.1 When you engage us for the provision of services, a quote will be provided after a detailed discussion of your needs.
- 4.2 Charges and Payment terms can be found within *Clause 5*
- 4.3 We will aim to provide a site inspection to ensure the location and venue has the necessary infrastructure needed to provide your services.
- 4.4 A site inspection is subject to the availability and permissions of the venue in question. Where no site inspection is capable, no breach of these terms will arise.
- 4.5 Where the delivery of our services are prevented by forces outside of our control, we will not be held liable.
- 4.6 We are not responsible for the failure or fluctuations in internet connection of any venue, and where such fluctuations arise, which impede the provision of our service, we will not be held responsible for any loss in broadcast or any claim which arises by virtue of this fact.
- 4.7 To circumvent any interruption in the delivery of services as a result of the failed infrastructure of the venue, we provide backup routers which will be started in the event of any loss of internet connection within the venue. Our routers provide 3g/4g connection speeds and may not be reliable. We will not be held responsible if the backup router connection is not sufficient for the broadcasting needs and we will not be held responsible for any loss in broadcast or any claim which arises by virtue of this fact.
- 4.8 Subject to our right to amend the specification, we will supply the Services to you in accordance with the specification for the Services discussed and agreed between us and you.
- 4.9 We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.

#### 5. **CHARGES, PAYMENT AND CANCELLATION**

##### **CHARGES**

- 5.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this *Clause 5*.
- 5.2 The Charges are the prices quoted to you upon discussion of your needs.
- 5.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.
- 5.4 We use our best efforts to ensure that the charges quoted to you for the provision of Services are correct at the time when the relevant information was known. However, please see *Clause 5.6* for what happens if new information comes to our attention which increases our costs.
- 5.5 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 5.6 It is always possible that, despite our best efforts, some of the charges quoted to you, may be subject to change. This occurs for a number of reasons including: inadequate information provided by you at the time of discussion, insufficient infrastructure of the venue to support your needs, additional equipment hiring, change in services provided. Where such a change occurs, and additional charges are incurred, we will notify you as soon as reasonably possible to discuss the variances and provide you will be updated quotes and payment terms.

##### **PAYMENT**

- 5.7 Upon acceptance of the quote for the provision of services a 30% deposit is required to be paid no later than 5 working days.
- 5.8 Where we provide services for a pay-per-view event, the 30% deposit detailed within *Clause 5.7* will need to be paid no later than

10 days prior to the first day of the event.

- 5.9 No site inspection will occur until the 30% deposit is paid in full.
- 5.10 All monies owing are to be cleared and paid no later than 30 days after the final day of the event (*this is to include any increased charges arising by virtue of Clause 5.6*)
- 5.11 Failure to ensure that the outstanding balances are cleared within 30 days after the final day of the event will incur an immediate late payment charge of £150. We will then provide you with reminder notice within 5 working days after the final amount was due. After the reminder notice payment is required within 48 hours. Should you fail to clear the balance after such notice, we reserve the right to impose additional charges subject to *Clause 5.11*
- 5.12 Without prejudice to any other right or remedy that it may have, if you fail to clear the balance after the reminded notice mentioned within *Clause 5.10*, we reserve the right to impose additional interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%

#### **CANCELLATION AND ASSOCIATED COSTS**

- 5.13 Where cancellation of your order arises, the following terms will apply:
- a) Where you cancel upto-30 days prior to the first date of the event, we will provide you a full refund of any sums paid to us, minus a £150 administrative cost and any reasonable costs incurred by us (*where applicable*).
  - b) Where you cancel up to- 20 days prior to the first date of the event, you agree to pay to us a cancellation charge of 2.5% of the total contract price, £150 administrative cost and any other reasonable costs incurred by us (*where applicable*)
  - c) Where you cancel up-to 10 days prior to the first date of the event, you agree to pay to us a cancellation charge of 5% of the total contract price, £150 administrative cost and any other reasonable costs incurred by us (*where applicable*)
  - d) Where your cancellation is made after the date detailed in *Clause 5.13 (a)*, you agree to pay to us a cancellation charge of 7.5% of the total contract price, £150 administrative cost and any other reasonable costs incurred by us (*where applicable*)
- 5.14 Where deposits or sums have been paid in excess of the amounts detailed within *Clause 5.13 (a)-(d)*, we will deduct sums owing and return the remaining amount to you, with an itemized list of deductions and charges.
- 5.15 Where no deposit sums have been provided to us, and any of the cancellation terms detailed within this *Clause 5* apply, we will provide you with an invoice for sums owing to be paid in line with *Clauses 5.7-5.12*

#### **6. YOUR OBLIGATIONS**

- 6.1 It is your responsibility to ensure that:
- a) the terms of your order are complete and accurate;
  - b) you co-operate with us in all matters relating to the Services;
  - c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities necessary for the fulfillment of the services as we may reasonably require;
  - d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - e) you obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - f) you comply with all applicable laws, including health and safety laws;
  - g) Where applicable for pay-per-view services, you agree to inform all third-party's and obtain their consent, that we are authorised to use their contact information to provide login details and passwords, necessary for the provision of our

services. All information will be kept and protected in line with data protection regulations as detailed within our Privacy Policy

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in *Clause 6.1 (Your Default)*:

- a) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- b) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.
- c) We are indemnified from any losses or claims arising from our inability to meet the requirements of our services.

## 7. HOW WE MAY USE YOUR PERSONAL INFORMATION

7.1 We will use any personal information you provide to us to:

- a) provide the Services;
- b) process your payment for the Services;

7.2 Further details of how we will process personal information are set out in our privacy policy.

## 8. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.1 Nothing in the Contract limits or excludes our liability for: death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (*title and quiet possession*) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to *Clause 8.1*, we will not be liable to you, whether in contract, tort (*including negligence*), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings;
- e) loss of use or corruption of software, data or information;
- f) loss of or damage to goodwill; and
- g) any indirect or consequential loss.

8.3 You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (*including that belonging to third parties*) caused by you or your agents or employees

## 9. TERMINATION

9.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- a) you commit a material breach of any term of the Contract and *(if such a breach is remediable)* fail to remedy that breach within 5 days of you being notified in writing to do so;
- b) you fail to pay any amount due under the Contract on the due date for payment;
- c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors *(other than in relation to a solvent restructuring)*, being wound up *(whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring)*, having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

## 10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- a) we will contact you as soon as reasonably possible to notify you;

## 11. COMMUNICATIONS BETWEEN US

11.1 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice *(or a duly authorised officer of that party)*

11.2 Notices shall be deemed to have been duly given:

- a) When delivered, if delivered by courier or other messenger *(including registered mail)* during the normal business hours of the recipient;
- b) When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- c) On the fifth business day following mailing, if mailed by national ordinary mail; or
- d) On the tenth business day following mailing, if mailed by airmail.

11.3 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## 12. GENERAL

### 12.1 ASSIGNMENT AND TRANSFER.

- a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

12.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us *(or our respective authorised representatives)*.

12.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically

waive any right related to any later default by you.

- 12.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect
- 12.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 12.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.