

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 of the equipment required for the service.
- 2.2. In the event of equipment failure, Fuzzy Brick will use reasonable endeavours to remedy the failure to ensure your event is not impacted. In the event the event is impacted materially, then a partial refund will be provided, providing the failure was not caused by misuse of the client or clients users.
- 2.3. Deliver the service for the agreed time period.
- 2.4. Provide, where requested and paid for, the logo branding specified by the client.

3. Payment

- 3.1. Payment must be made by card, paypal or bank transfer prior to the event.
- 3.2. The client shall pay the full charges for the service without any deductions on the terms agreed and Fuzzy Brick shall be entitled to recover payment. The time of payment shall be of the essence of the agreement.
- 3.3. 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:
 - 3.3.1. cancel the contract or suspend any further services to the client;
 - 3.3.2. 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 within:
 - 4.1.1. 5 days of the engagement date 0% will be refunded.
 - 4.1.2. Between 5-14 days prior to the event, 50% will be refunded.
 - 4.1.3. Between 15-25 days prior to the event, 75% will be refunded.

5. Client Responsibilities

- 5.1. 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.

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 or repair of the equipment without Fuzzy Brick's approval.
- 7.2. If for any reason Fuzzy Brick is unable to provide the service under the Fuzzy Brick shall bear no responsibility to the client for any loss including consequential loss arising thereon.
- 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. Data Protection and GDPR

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