



SWAP

Event Technology Solutions

# Event Exhibitor - Terms & Conditions

## 1. General

- a. SWAP Event Technology Solutions will be referred to as SWAP-ETS.
- b. We may determine whether or not your conduct is consistent with the letter and spirit of the agreement and may end the service at any time if your conduct does not comply with the agreement.
- c. All Services and advice are 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 with the site or associated services however incurred.
- d. SWAP-ETS reserve the right to make changes 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.
- e. SWAP-ETS accept no responsibility for power supply or failures.

## 2. Networks

- a. SWAP-ETS is only responsible for the part of the network it is supplying. In the event of a network failure outside of SWAP-ETS brief, SWAP-ETS will not be held responsible.
- b. SWAP-ETS uses a number of suppliers to deliver Internet connections. These have a variety of service level agreements (SLA), should a supplier fail to deliver the SLA, SWAP-ETS will do its best to recover monies from the supplier and pass 100% of these to the customer. However, even in the event of a complete supplier failure all other equipment and services must be paid for, even if the supplier refuses compensation.
- c. SWAP-ETS may use 3rd 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 occur notify SWAP-ETS immediately. A reasonable time must be allowed for correction. If staff are on site then they will work immediately to correct the problem. If on-site staff have not been booked, we will support you from the network operation center (NOC) and dispatch an engineer if necessary. Disputes or complaints must be received in writing no later than 10 working days after the event closes, anything received after that will not be processed.
- e. SWAP-ETS is not liable for client's equipment and will not trouble shoot them, SWAP-ETS engineers will check the connection on SWAP-ETS equipment, if no fault is found, no refund will be given.
- f. The Services may not be used to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach or confidence, copyright, privacy or any other rights, or to knowingly send or receive any material, including computer viruses or pornography, which transgresses any laws of the United Kingdom, whether Civil or Criminal.
- g. Using the Services to transmit unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited bulk email, whether or not, that email is commercial in nature, are also prohibited. The precise definition of 'bulk' is at the sole discretion of SWAP-ETS. Recipients must always be provided with the means, by which they can easily remove themselves from mailing lists should they no longer wish to.
- h. PDQ Wi-Fi allow a single device to connect and are limited to PDQ machines or PDQ type devices such as iZettle or PayPal here. This connection is monitored and any attempt to use any other internet access such as web browsing, email or social media will result in the connection being terminated with no refund.
- i. With basic Wi-Fi connections, the service is provided at best effort, there is no guarantee of speed, you will be sent 3 codes for up to 3 devices to be connected and once a device has connected no other device can use that code.
- j. With standard Wi-Fi connections you will receive a Wi-Fi network name and a password, you can connect as many devices as you require, however all devices will share the chosen bandwidth. This is a contended service and you will not get your maximum speed 100% of the time.
- k. With dedicated satellite connections you will receive a Wi-Fi network name and a password, you can connect as many devices as you require, however all devices will share the chosen bandwidth and whilst this isn't a contended service the speeds quoted are "up to" speeds, there is no guarantee of these speeds.

## 3. Equipment

- a. It may be necessary to install a small mast with equipment to provide Wi-Fi, SWAP-ETS engineers will endeavor to discuss with an exhibitor the best location for the mast before locating it.
- b. It is the clients' responsibility to insure the equipment against loss or damage.
- c. The client must pay for equipment damaged, lost or stolen at replacement cost.
- d. The client is advised to insure the equipment in case of damage or theft.
- e. The client MUST NOT tamper with or move any installed equipment.

## 4. E-Mail & Software

- a. You must not send junk messages, spam or any unsolicited messages (commercial or otherwise);
- b. We take spam very seriously; if you are blacklisted we will fine you £100 and charge £45 per hour that is required to fix the problem. For more information please see the spam and open relay blocking system at [www.sorbs.net](http://www.sorbs.net).
- c. E-mail is limited to fair use; dedicated scripting and not e-mail must handle mass marketing.

## 5. VoIP (Voice over IP)

- a. SWAP-ETS does not support VOIP on exhibitor networks, unless agreed in advance with SWAP-ETS

## 6. Payment

- a. SWAP-ETS require 100% payment up-front, if payment is not received no services will be provided.
- b. All goods remain the property of SWAP-ETS until paid for in full.
- c. Missed ISP install appointments will be charged for at cost.
- d. Cancellation payments are
  - I. Over 14 days before the event – 50% charge
  - II. Under 14 days before the event – full charge
- e. ISP and preproduction costs are always payable regardless of cancellation time.