

Get 3 months free Internet Access at Queen Anne's Battery!

There is a new internet service available to you at Queen Anne's Battery, provided by WiFi SPARK



Unbeatable

You can access this high performance, high availability internet solution within 5 working days. Simply select the package* that is right for you and complete the attached direct debit form.

Internet ready!

The internet is ready and waiting. No on-site phone line installation required or lengthy provisioning process and several times faster than a standard DSL Broadband circuit. WiFi SPARK is the expert in premium internet access and has been providing the best service to customers for over 15 years.

- **10 Mbps £30 per month***
- **20 Mbps £60 per month***
- **30 Mbps £75 per month***

*contract term is a minimum of 6 months

- ✓ **Ready to use within 5 working days**
- ✓ **No BT Line Rental Required**
- ✓ **Connect up to 55 devices. Additional hardware required.**
- ✓ **Your own private dedicated network**

To sign up, simply select the package and then email the completed form to info@wifispark.com.

If you would like more information about the service, please email info@wifispark.com or call 0344 848 9555 and select Option 2 for sales.

FAQs

How do I connect?

There is a data/network socket also known as an RJ45 Port within your apartment/office that you can plug your computer, switch or wireless access point in to. If you do not have a network port on your computer/ device, then we would recommend you purchase a wireless access point. These are available at any good electronics store or on-line from websites such as Amazon or ebuyer. Prices for wireless access points typically start from £25.

What equipment do I need?

This depends on your requirements. Here are a few different use cases:

- **To connect my PC or device with a network/ethernet cable:** Providing your PC/device has a network port, then you can simply connect your computer directly to the network/RJ45 socket in your apartment/office and experience superfast internet.
- **To connect multiple PCs/devices using network/ethernet cables:** You will need a switch to allow you to connect multiple computers. These can be purchased from any good electronics store or online. An 8 port ethernet switch will allow you to connect up to 7 cabled devices. Retail price for an 8 port switch is around £20.
- **To connect my smartphone or tablet wirelessly / WiFi:** You will need a wireless access point. These are available at good electronics stores or on-line from stores such as Amazon or ebuyer. Prices for these typically start from just £25. Remember to secure your wireless network with a wireless key. You can then connect any WiFi capable device up to the network including wireless printers, Smart TVs, laptops, tablets, smartphones and consoles

For the ultimate service, we would recommend you purchase a switch and a wireless access point. This will provide you with both wired and wireless connectivity.

Can I connect a network or wireless Printer?

Yes, absolutely. You will require some additional hardware such as a switch and/or wireless access point. Please see the **What equipment do I need?** section above.

I need technical help

WiFi SPARK is responsible for providing the broadband service up to the 'Service Management Boundary' - this is the network/data socket on the wall in your apartment/office. If you are having issues with the internet connectivity in your apartment/office, please contact the WiFi SPARK Helpdesk 24/7 on 0344 848 9555. WiFi SPARK is unable to provide support with configuring your hardware such as switch access point or wireless printers and computers. Please consult the manufacturer's instructions or contact the supplier of the equipment for assistance.



Support

The WiFi SPARK service is supported by our 24/7/365 Helpdesk



0344 848 9555 Option 1



support@wifispark.com

The responsibility for installing, configuring, testing or supporting any customer equipment that is connected to the socket remains with the customer and will not be supported by WiFi SPARK. If a fault is reported to the WiFi SPARK service desk we will investigate the availability and performance of the WiFi SPARK service up to the Service Management Boundary. If those investigations prove the service to be operating correctly the call will be considered closed.



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

Wifi SPARK Ltd
5 Cranmere Court
Lustleigh Close
Matford Business Park
Exeter
EX2 8PW

Service User Number

2 8 7 6 0 7

Name(s) of Account Holder(s)

Bank or Building Society account number

Branch Sort Code

____ - ____ - ____

Name and full postal address of your Bank or Building Society

To The Manager:

_____ Bank/Building Society

Address: _____

_____ Postcode _____

Reference Number

For FastPay Ltd Re Wifi SPARK Ltd Official Use Only
This is not part of the instruction to your Bank or Building Society

Dear Customer: Please Complete Below for Our Records

Name: _____

Address: _____

_____ Postcode: _____

Phone: _____

Email: _____

Instruction to your Bank or Building Society

Please pay FastPay Ltd Re Wifi SPARK Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this instruction may remain with FastPay Ltd Re Wifi SPARK Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

This Guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- ❖ This Guarantee is offered by all Banks and Building Societies that accept instructions to pay Direct Debits.
- ❖ If there are any changes to the amount, date or frequency of your Direct Debit, FastPay Ltd Re Wifi SPARK Ltd will notify you five working days in advance of your account being debited or as otherwise agreed. If you request FastPay Ltd Re Wifi SPARK Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- ❖ If an error is made in the payment of your Direct Debit by FastPay Ltd Re Wifi SPARK Ltd or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 - If you receive a refund you are not entitled to, you must pay it back when FastPay Ltd Re Wifi SPARK Ltd asks you to.
- ❖ You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.

Terms and Conditions for the Provision of Connectivity services

Definitions

Activation occurs when the relevant connectivity Service is available for use by the Customer.

Agreement means these terms and conditions together with the Quotation/Order Acknowledgement.

Contract Start Date shall mean the date at which service was first provided on behalf of the customer at the Location.

Contract Renewal Date shall mean the date of Contract Start Date plus the Minimum Term.

Customer shall mean any Customer of WiFi SPARK in respect of the Service.

ECC's shall mean Excessive Construction Charges and relates to the additional cost which may be incurred for the provision of a connectivity solution. These are not specified at the time of quotation.

Internet shall mean the worldwide collection of private and public router-based networks that are interconnected via gateways and exchange points, and which all utilise the TCP/IP protocol suite.

Minimum Term shall mean the minimum period that the Customer must pay for the relevant Service as specified in the WiFi SPARK Quotation/Order Acknowledgement.

Network shall mean the network over which WiFi SPARK provides the Service provided as leased line, FTTC, FTTP, ADSL or PSTN.

Notice shall mean 3 month's written notice to cancel the relevant Service prior to the contract end date. Notice will not be considered as received by WiFi SPARK unless the Customer has received acknowledgement by email.

Location shall mean the Customer Site or nominated location at which the Service is provided.

Order Acknowledgement: the written Quotation/Order Acknowledgement produced by WiFi SPARK and signed by the Customer.

Quotation shall mean a written summary of Services and pricing, valid for 15 days provided to the Customer for the purposes of submitting an Order to WiFi SPARK.

Recurring Charges means those amounts payable by the Customer to WiFi SPARK on a recurring basis for the Service as set out in the Quotation/Order Acknowledgement.

Service(s) shall mean the products or services offered by WiFi SPARK and specified in the Quotation/Order Acknowledgement.

Statement of Work: The document provided by WiFi SPARK to the Customer that defines the scope of work and parameters of the project. Both WiFi SPARK and Customer are responsible for the completion of the Statement of Work and the project will commence based on its completion and agreement between WiFi SPARK and the Customer.

Website shall mean the website at <http://www.wifispark.com>

WiFi SPARK WiFi SPARK Limited.

1. Customer Order

- 1.1 These terms and conditions apply to the Customer's Order for Internet services and apply in addition to WiFi SPARK's standard terms and conditions of trading.
- 1.2 WiFi SPARK reserves the right not to accept an Order at its discretion.
- 1.3 Services are provided in accordance with each Order.
- 1.4 Orders will only be accepted if submitted directly to WiFi SPARK with an associated purchase order and or duly authorised WiFi SPARK Order.
- 1.5 Orders must not be considered as received or accepted by WiFi SPARK unless the Customer has received acknowledgement by telephone or email from WiFi SPARK.

2. Service Activation

- 2.1 Before being able to activate the Service, WiFi SPARK will use its best endeavours to:
 - 2.1.1 Verify that the Customer's premises listed in the Order are in an area in which the Service is available; and
 - 2.1.2 Carry out a line test or service availability check to determine Service availability.
- 2.2 Occasionally it will not be possible to establish whether the Service can be activated until after activation of the Service is attempted at the Customer's premises.
- 2.3 WiFi SPARK will send an Order confirmation by email to the Customer once the Order has been accepted.
 - 2.3.1 If the Customer chooses to cancel the Order after confirmation, the customer will be liable for any and all cancellation fees incurred.
- 2.4 WiFi SPARK will send an email to the Customer once a date has been set for the Activation of the Service or installation of any equipment necessary for the Activation of the Service. In the case of FTTC or ADSL service, this email will normally be sent within 48 hours of the Order being accepted by WiFi SPARK although may be delayed by provisioning issues outside of WiFi SPARK's control and for which WiFi SPARK cannot not be held liable. In the case of a leased line order WiFi SPARK will notify the Customer once they in turn have been notified by the downstream provider as to the Service Activation Date.
 - 2.4.1 If the Customer chooses to cancel the Order after the committed date but before activation the Customer agrees to pay the full activation charges as well as the service rental for Minimum Term plus the relevant cancellation fee. This is irrespective of whether the Customer uses the Service.
- 2.5 Installation of the Service may be subject to a survey carried out by WiFi SPARK, or an agent contracted by WiFi SPARK to undertake the survey. The Service may not be provided where the survey carried out is incomplete or unsatisfactory. WiFi SPARK reserves the right to charge for such surveys although WiFi SPARK will advise the Customer of any charges before work is undertaken and WiFi SPARK will not carry out any chargeable work without agreement in writing from the Customer.
- 2.6 If the Service cannot be activated WiFi SPARK will notify the Customer as soon as possible and the order will be cancelled. WiFi SPARK may propose an alternative Service (where available).
- 2.7 In the case of FTTC or ADSL Services, WiFi SPARK will use all reasonable endeavours to provide the Service within 20 business days of order acceptance by WiFi SPARK but cannot be held responsible if provision takes longer or is not possible. Leased line provision takes approximately 90 working days, the lead time

is subject to variation and WiFi SPARK is not responsible for variation in the lead time, all leased line provisioning is subject to survey and may incur ECC's.

- 2.8 Where ECC's are applicable, WiFi SPARK agrees to pass these on at cost plus 10%
- 2.9 If WiFi SPARK is unable to activate the Service according to the Customer's Order due to the Customer's act or omission, or due to incorrect information being provided by the Customer, WiFi SPARK reserves the right to charge the Customer the agreed connection fee and service rental for the Minimum Term plus a cancellation fee if appropriate.
- 2.10 Occasionally visits to the Customer's premises will be required to resolve provisioning issues or Service faults. These visits are sometimes carried out by the downstream service provider. WiFi SPARK will liaise with the Customer to arrange the timing of these appointments. It is also possible that the downstream service provider may contact the Customer directly in relation to the appointment. The Customer agrees to pay any charges made by the downstream service provider in the event the Customer or their equipment is responsible for any faults found.
- 2.11 Where required and to allow the installation to proceed, the Customer will, at their own expense:
 - 2.11.1 obtain all necessary consents, including consents for any necessary alterations to buildings;
 - 2.11.2 take up, or remove, any fitted or fixed floor coverings, ceiling tiles, suspended ceiling and partition covers; and
 - 2.11.3 provide any electricity and connection points required by WiFi SPARK or any contracted agents of WiFi SPARK.
- 2.12 During Activation of the Service the Customer may temporarily lose the use of the Customer's other telecommunications services on the telephone line used for the Service.
- 2.13 If the Customer requires a static IP address the Customer will need to specify this in the Customer's Order. If the Customer does not specify this requirement the Customer will receive either a dynamic or a static IP address based on the standard configuration for the Service.
- 2.14 If the Customer wishes the Service to be activated on a specific date this must be notified to WiFi SPARK in writing at the time of order. It is not always possible to arrange or delay activation to a specific date. WiFi SPARK will use best efforts but cannot guarantee to arrange activation for a specific date, and cannot be held liable if this is not possible.
- 2.15 If the Customer is migrating an existing service from another provider, WiFi SPARK cannot be held responsible if the previous service provider ceases service before WiFi SPARK has activated its Service.

3. Service Provision

- 3.1 WiFi SPARK will provide the Service in a manner befitting a competent telecommunications service provider. WiFi SPARK may subcontract the provision of all or any part of the Services to third parties.
- 3.2 Changes may be made to the Network or the technical specification of a Service from time to time; if these changes will detrimentally affect the Service, WiFi SPARK will inform the Customer in advance unless such changes are due to customer misuse of the service.
- 3.3 WiFi SPARK's Business and Enterprise FTTC and ADSL services are capable of synchronising to the exchange equipment at speeds dependent on the length of the telephone line and the quality of the copper. These are factors which are outside of WiFi SPARK's control and for which WiFi SPARK cannot accept any responsibility. WiFi SPARK does not guarantee the speed of an available service in this case.
- 3.4 When a line is of a very poor quality or has a very long length, it may not be possible to provide the Service.
- 3.5 It is technically improbable, due to factors outside its control, for WiFi SPARK to provide a 100% fault-free Service and WiFi SPARK does not warrant or undertake to do so.

4. Commencement, Term and Termination without cause

- 4.1 As soon as service is provided at the location and internet access proven, the service shall be deemed as accepted. The term of the Contract shall begin and this will be the Contract Start Date.
- 4.2 Following Activation, the Service shall continue to be provided for a period equal to the Minimum Term. If the Customer cancels this Agreement during the Minimum Term they will be charged for the remainder of the Minimum Term plus a cessation or cancellation charge of £100.00 plus VAT.
- 4.3 Termination requires 3 calendar months' prior written notice prior to the expiry of the Minimum Term. In the event that the Minimum Term expires without Termination notice, the Service will continue for another 12 months from the expiry of Minimum Term and the Customer agrees to continue payment for this duration.
 - 4.3.1 Termination notification by the Customer must be made in writing or by email.
 - 4.3.2 Any notification of termination by the Customer must be authorised by the contact on the Order or a staff member with suitable authority and must in the case of FTTC or ADSL specify the telephone number of the Service and the date on which Service is to be terminated. In the case of a Leased Line the IP address and proposed cease date should be specified which cannot be less than the minimum term.
 - 4.3.3 Termination notification by WiFi SPARK to the Customer will be made by email to the contact stated on the Order by the WiFi SPARK Customer Services department. WiFi SPARK may terminate the Service at any time giving 30 days written notice to the customer.
 - 4.3.4 The Customer must not assume that WiFi SPARK has received notice of Termination unless WiFi SPARK has confirmed this via e-mail.

5. Router or Modem Equipment

5.1 The Customer shall use only equipment deemed by WiFi SPARK to be compatible with the Service. A list of compatible routers and modems will be made available to the Customer upon request. Where the Customer uses a router or modem not deemed to be compatible with the Service, WiFi SPARK shall have the right to request that a compatible router or modem is used in order to provide technical assistance.

6. Use of Service

6.1 The Customer shall not use the Service:

- 6.1.1 in connection with the carrying out of any fraudulent, criminal, or any other illegal activity;
- 6.1.2 to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of copyright, confidence, privacy or any other rights;
- 6.1.3 to cause annoyance or needless anxiety;
- 6.1.4 to send or provide or, knowingly receive responses to, any spam or unsolicited advertising or promotional material;
- 6.1.5 to knowingly or recklessly transmit any electronic material (including viruses) which shall cause or is likely to cause detriment or harm in any degree to computer systems owned by WiFi SPARK or other Internet users;
- 6.1.6 in a manner which restricts or inhibits any other user from using or enjoying WiFi SPARK's products or services; or
- 6.1.7 in breach of any reasonable instructions given by WiFi SPARK.

6.2 WiFi SPARK shall have the right to examine, from time to time, the use to which the Customer puts the Services and the nature of the data/information that the Customer is transmitting or receiving via the Services where such examination is necessary; (i) to protect / safeguard the integrity, operation and functionality of WiFi SPARK's (and neighbouring) networks; or (ii) to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.

6.3 The Customer agrees to indemnify WiFi SPARK and its subcontractors from any liability or claim arising out of, or any penalty or fine imposed in respect of, the Customer's breach of clause 6.

7. Service Suspension and Alteration

7.1 WiFi SPARK may suspend the provision of the Services or any part thereof, and/or disconnect the Customer's facilities from the Network with no liability to the Customer for any loss or damages the Customer suffers as a consequence of such suspension if and to the extent that:

- 7.1.1 WiFi SPARK has reasonable grounds to believe that the Services are being used in breach of clause 6; or
- 7.1.2 the Customer's use of the Network may damage or disrupt the proper functioning of the Network; or
- 7.1.3 temporarily, for operational or technical reasons;
- 7.1.4 the Customer does not pay WiFi SPARK's monthly charges within the credit terms stated upon ordering.

7.2 WiFi SPARK shall give the Customer as much notice of a suspension under clause 7.1 as is reasonably practicable in the circumstances.

7.3 WiFi SPARK shall be entitled to terminate or modify the Service, without any liability whatsoever, if any license or authorisation which WiFi SPARK requires in order to provide the Service is not obtained, withdrawn or otherwise cancelled; in the event of a modification that is detrimental to the Service the Customer shall have the right to terminate this Agreement by giving Notice in writing in accordance with clause 4.

7.4 WiFi SPARK will provide the Service at the Location specified in the Customer's Order and/or Statement of Work. If the Customer wishes to move the Service to a new Location, this will be treated as a cease of Service at the old Location with applicable notice and new provide at the new Location with applicable activation fees.

8. Charges

8.1 WiFi SPARK only accepts payment by direct debit or payment in advance for the full Minimum Term of the contract.

8.2 Prices stated or quoted by WiFi SPARK do not include VAT unless explicitly stated.

8.3 On the Activation Date, WiFi SPARK shall charge the Customer for the connection fee where applicable and the first Month's Service charge.

8.4 The Customer agrees that thereafter, the Recurring Charges for the Services shall accrue and WiFi SPARK will invoice the Customer monthly in arrears.

8.5 All amounts due under this Agreement to be paid by the Customer to WiFi SPARK shall be paid in full (without deduction or withholding except as required by law) and the Customer shall not be entitled to assert any credit, set-off or counterclaim against WiFi SPARK in order to justify withholding payment of any such amount in whole or in part.

8.6 If WiFi SPARK cannot collect a payment, because the Customer has cancelled the direct debit, or because the Customer has insufficient funds in their account, a processing fee of £100.00 plus VAT will be applied to the outstanding balance.

8.7 WiFi SPARK reserves the right to immediately suspend all Services on the Customer's account should the Customer's payment fail for any reason outside WiFi SPARK's control. Reactivation will incur a further charge.

8.8 WiFi SPARK may, at their own discretion, charge interest on any overdue amounts payable from the due date (whether before or after judgment) at the annual rate of 5% above the then current base lending rate of Lloyds Bank plc, accruing daily and compounded quarterly. WiFi SPARK may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8.9 Any and all prices given as a Quotation are subject to change in accordance with standard terms and conditions. All Quotations are based on information supplied to WiFi SPARK by the Customer. In delivering the Service additional and supplemental work may be required and the Customer agrees to pay such additional amounts subject to their prior to approval.

8.10 WiFi SPARK reserves the right to charge for debt collection, following failure to pay by the Customer.

9. Termination with cause

9.1 WiFi SPARK may terminate this Agreement by notice, such notice to take effect forthwith if:

- 9.1.1 the Customer has committed a material breach of this Agreement; or
- 9.1.2 the Customer fails to pay its debts when they become due; or
- 9.1.3 any meeting is convened for the purpose of considering a resolution, or any petition is presented, or any other steps taken, for the purpose of making an administration order against the Customer, or for the Customer's winding-up or dissolution, or any similar action or steps are taken in relation to the Customer and such action or steps are not withdrawn within 30 days;
- 9.1.4 any administrator, administrative or other receiver or trustee or similar officer is appointed over the Customer or any steps are taken to do the same to the Customer, or
- 9.1.5 the Customer suspends or ceases or threatens to suspend or cease, carrying on all or a substantial part of its business.

9.2 The termination or expiry of this Agreement shall be without prejudice to the rights and liabilities of either of WiFi SPARK or the Customer accruing up to such date.

10. Service Technology

10.1 The Service provided may include one or more of the following;

- 10.1.1 ADSL, FTTC or FTTP over Existing Customer PSTN Line
- 10.1.2 ADSL, FTTC or FTTP over WiFi SPARK provided PSTN Line
- 10.1.3 Leased Line fibre optic managed or unmanaged Wires Only

11. Delivery

11.1 The Customer acknowledges and agrees that acceptance of an Order and/or installation is not a guarantee that the Service can be successfully activated. The factors that may limit the ability of WiFi SPARK to provide Services include but are not limited to:

- 11.1.1 Geographic availability
- 11.1.2 Line characteristics
- 11.1.3 Local exchange conditions and systems.

12. Data Protection

12.1 WiFi SPARK shall be entitled to store and process personal data provided on the Order for its internal use and for the purposes of providing the Service subject to GDPR. A copy of our Privacy Policy is available on request.

12.2 The Customer has the right to request a copy of information relating to the Customer that is held by WiFi SPARK, by written request to WiFi SPARK's nominated data processing contact at dpo@wifispark.com.

12.3 The Customer may change appropriate personal information relevant to them held by WiFi SPARK at any time, by advising WiFi SPARK in writing.

13. Service Level and Support

13.1 Service level agreements or guarantees (SLAs) comprise of the following:

13.1.1 WiFi SPARK will aim to accept or reject orders for the provision of Service within seven business days following submission of an Order;

13.2 WiFi SPARK will provide a telephone support system seven days a week, 24/7 by calling 0344 848 9555. This is a Helpdesk for first line support only. In the event that first line support cannot rectify the problem the case will be passed to second line support which operates Monday to Friday 9AM to 5:30PM fault acknowledgement and response times.

13.3 "ACKNOWLEDGEMENT TIME" shall mean the time for which a reported fault is acknowledged as being received. The time will be measured from when a call or message is placed with the recognised telephone helpdesk number or a fault is logged via the e-mail address support@wifispark.com

13.4 "RESPONSE TIME" shall mean the time from the acknowledgement to when a support activity is provided. This may be remote assistance or onsite attendance, or a replacement hardware device shipped from WiFi SPARK's premises. Response times for particular fault categories are identified below.

13.5 WiFi SPARK shall determine the category of fault for any fault reported by the Customer.

13.6 Responsibility. The Customer agrees that WiFi SPARK shall be the only company responsible for providing support and maintenance of all or any part of the supplied Equipment and documentation as provided to the Customer.

13.7 Limitations. If WiFi SPARK is requested to correct a fault and such fault is found to be caused by the Customer's or others negligence, modification, supplied data, operator error or misuse, WiFi SPARK has the discretion to charge for such rectification on a time and materials basis plus any travel expenses incurred for any on-site error correction or diagnostics at WiFi SPARK'S then-current rates.

Category	Response Time	Target Resolution
Priority 1	30 minutes	One Business Day
Priority 2	Same Day	Three Business Days

Category	Description
Priority 1	Connectivity failure causing total loss of connectivity
Priority 2	Connectivity failure causing a degraded level of service.

14. Liability

- 14.1 WiFi SPARK gives no warranty and makes no representation in respect of the Services including, without limitation, the availability of such Services save as specified in the Terms and Conditions and hereby excludes, to the fullest extent permitted by law, all conditions, warranties, terms, undertakings and representations, express or implied, whether by statute, common law or otherwise in relation to such Services.
- 14.2 WiFi SPARK shall not be liable to the Customer whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the appointment of the Customer and/or the use of the Services:
 - 14.2.1 loss of revenue; and/or
 - 14.2.2 loss of anticipated savings; and/or
 - 14.2.3 loss of business and/or goods; and/or
 - 14.2.4 loss of goodwill; and/or
 - 14.2.5 loss of use; and/or
 - 14.2.6 loss and/or corruption of data and/or other information, and/or
 - 14.2.7 downtime; and/or
 - 14.2.8 any damage relating to the procurement by the Customer or third-party Customer of any substitute services.
- 14.3 For the avoidance of doubt, neither the types of loss and/or damage specified in clauses 14.2.1 to 14.2.8, inclusive, nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.
- 14.4 In no event shall WiFi SPARK's liability to the Customer, whether in contract, tort, by statute or otherwise exceed the £5,000 (five thousand pounds sterling) or the total payments received from the Customer in the previous six months, whichever is less.

14.5 Nothing in this Agreement shall exclude or restrict the liability of either party for fraudulent misrepresentation and/or for death or personal injury arising as a result of the negligence of that party, its officers, employees, agents and/or sub-contractors.

15. Force Majeure

No failure or omission by WiFi SPARK to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against WiFi SPARK or be deemed a breach of this Agreement if such failure or omission arises from a cause of force majeure or any other cause beyond the reasonable control of WiFi SPARK.

16. Miscellaneous

- 16.1 No waiver by either party of any provisions of this Agreement shall be binding unless made expressly and confirmed in writing.
- 16.2 This Agreement represents the entire understanding between the parties in relation to the matters dealt with herein and supersedes all previous covenants and representations made by either party, whether oral or written.
- 16.3 This Agreement is specific and limited to the Customer and may not be assigned, subcontracted or otherwise dealt with by the Customer without the prior written consent of WiFi SPARK.
- 16.4 The Customer shall comply with any and all rules, laws, statutes, enactments, orders, regulations, codes of practice and/or similar instruments applicable to the performance of its obligations under this Agreement.

17. Law

The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).