

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO CONSUMERS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply goods and/or services to you, collectively "the services".

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** Depending of the services that you are ordering, we are either:

WESLEY MEDIA, 20-22 STATION RD, KETTERING, NN15 7HH tel: 01536 314900; **OR**

THE YABOO CO LTD, 20-22 STATION RD, KETTERING, NN15 7HH tel: 01536 314900; **OR**

EAV PRO AUDIO & VIDEO, 9 EXIS CT, VEASEY CLOSE, NUNEATON, CV11 6RT tel: 0845 125 9409; **OR**

ACOUSTIC ARRANGEMENTS LTD, 9 EXIS CT, VEASEY CLOSE, NUNEATON, CV11 6RT tel: 0845 125 9406

as the context of the services requires.

2.2 **How to contact us.** You can contact us by telephoning our consumer service team at the applicable number given in clause 2.1 or by writing to us at the applicable address given in clause 2.1.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **Our quotation for the supply of services.** If we have issued you with a quotation for the supply of services, our quotation will specify the services that we are prepared to supply to you together with other important information such as a description of the services, the price you

must pay and the time for delivery of the services for example. If you wish to accept our quotation, then you must place an order with us for the required services.

3.2 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. YOUR RIGHTS TO MAKE CHANGES

4.1 If you wish to make a change to the services, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

6. PROVIDING THE SERVICES

6.1 **When we will provide the services.** We will supply the services to you from the date set out in the order until we have completed the services. The estimated completion date for the services is as told to you during the order process.

6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not

be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

- 6.3 **If you do not allow us access to provide services.** If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.
- 6.4 **What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the services to you and we will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.5 **Reasons we may suspend the services.** We may have to suspend the services to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the services to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the services as requested by you or notified by us to you (see clause 5).
- 6.6 **Your rights if we suspend the services.** We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them and we will refund any sums you have paid in advance for services not provided to you.
- 6.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.6). We will not charge you for the services during the period for which they are suspended.

As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.5).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk the services may be significantly delayed because of events outside our control;
- (d) we suspend the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

- (c) you do not, within a reasonable time, give us access to the applicable premises to enable us to provide the services to you.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. IF THERE IS A PROBLEM WITH THE SERVICES

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us using the information given in clause 2.1.

9.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it is defective or not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our quotation unless we have agreed another price in writing. We use our best efforts to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.

- 10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 10.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order.
- 10.4 **When you must pay and how you must pay.** You must make an advance payment of 25% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 7 calendar days after the date of the invoice.
- 10.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 11. Our responsibility for loss or damage suffered by you**
- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 9.2.

- 11.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 11.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 12.1 **How we will use your personal information.** We will use the personal information you provide to us to:
- (a) provide the services;
 - (b) process your payment for such services; and
 - (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 12.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 12.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

13. COPYRIGHT LICENCE

13.1 In this clause 13:

Audio Visual Content:	Means any and all audio recordings, visual recordings, slide presentations, compilations, webcasts or other content produced or created by us for you in any medium under or in connection with our provision of the services and which incorporate Copyright Materials.
Copyright Materials:	Means any and all materials supplied by you to us under or in connection with our provision of the services including without limitation photographs, videos, illustrations, sound recordings, written works and all other materials which are capable of protection by copyright.

13.2 By you supplying us with Copyright Materials:

- (a) you grant us a perpetual, worldwide, royalty free, sub-licensable licence to copy, reproduce, edit and use such Copyright Materials for:
 - (i) our creation of the Audio Visual Content;
 - (ii) our display prior to, at or following the funeral ceremony applicable to our provision of the services (whether or not as part of the Audio Visual Content);
 - (iii) our display, publication or broadcast by any means of the Audio Visual Content prior to, at or following the funeral ceremony applicable to our provision of the services; and
 - (iv) our sub-licensing of the Audio Visual Content to any person in such form, on such terms and subject to such conditions (including financial terms) as we may determine in our sole discretion from time to time;
- (b) you warrant to us that:
 - (i) you are the sole legal and beneficial owner of any and all rights (including intellectual property rights) in the Copyright Materials); or
 - (ii) you are lawfully and properly authorised by the owner of any and all rights (including intellectual property rights) in the Copyright Materials to grant us the licence granted by clause 13.2 on behalf of such owner; and
- (c) you agree to indemnify us and keep us indemnified from and against any and all liabilities, losses, costs and expenses suffered or incurred by us under or in connection with any claim threatened or made against us that our use of the Copyright Materials infringes the rights (including intellectual property rights) of any person.

13.3 We acknowledge that any and all rights (including intellectual property rights) in the Copyright Materials shall at all times belong to you (or the applicable owner as the case may be) and nothing in the licence granted by clause 13.2 shall operate or be deemed to transfer such rights to us or to any other person.

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

- 14.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.