



Bespoke Wedding Services

Audio visual terms and conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with *Clause 5*.

Commencement Date: has the meaning given in *Clause 2.2*.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and comprising the Customer's Order Form and these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in *Clause 4.2*.

Customer's Order Form: the form completed by or for the Customer setting out which Services and Deliverables they require.

Deliverables: the deliverables set out in the Specification.

Event Premises: The premises as identified in the Customer's Order Form.

Intellectual Property Rights: patents, copyright and [neighbouring and] related rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Customer's Order Form.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification as per Schedule 1.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: The Council of the City of Coventry.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

- (i) Unless expressly provided otherwise in this Contract, is a reference to it as it is in force as at the date of this Contract; and
- (ii) shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.
 - a) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
 - b) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

- 2.2 The Order shall only be deemed to be accepted when the Customer provides all information required by the Supplier to provide the Services to.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. SUPPLY OF SERVICES

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Customer Order Form but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Event Premises, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) comply with any additional obligations as set out in the Specification.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Clause 4.2; and

- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

- 5.1** If the Services are ordered at a meeting with the Supplier the Customer shall be invoiced upon completion of the Specification being provided to the Supplier in accordance with the prices at Schedule 2.
- 5.2** If the Services are ordered online the Customer shall be invoiced upon completion of the Specification being provided to the Supplier in accordance with the prices at Schedule 2.
- 5.3** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.4** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1** All Intellectual Property Rights in or arising out of or in connection with the Services and Deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 6.2** The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 6.3** The Customer warrants that any material provided by the Customer and its use by the Supplier for the purpose of providing the Services complies in all respects with all relevant legislation and that it will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any liability, loss, damages, costs, expenses or other claims arising from any such lack of compliance or infringement.

7. DATA PROTECTION

- 7.1** Each Party shall only process Personal Data in accordance with the UK GDPR and Data Protection Act 2018 (where Personal Data has the meaning as defined in the UK GDPR and Data Protection Act 2018).
- 7.2** Each Party shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- 7.3** Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this *Clause 8* shall limit the Customer's payment obligations under the Contract.
- 8.2 Nothing in the Contract limits any liability which cannot legally be limited, including; but not limited to, liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

9. FORCE MAJEURE

- 9.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
 - (f) collapse of buildings, fire, explosion or accident; [and]
 - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
 - (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - (i) interruption or failure of utility service.
- 9.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 9.3 If a **Force Majeure Event** takes place the Affected Party will contact the other party as soon as reasonably possible to notify it of the occurrence of the Force Majeure Event.

10. Confidentiality.

- 10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other ("**Confidential Information**") party, except as permitted by Clause 10.2.

- 10.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this *Clause 10*; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

11. Entire Agreement

- 11.1** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12. Third party rights

- 12.1** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.



13. Scope

- 13.1** Nothing in these Conditions shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Supplier and the Customer.

14. Governing Law

- 14.1** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

15. Jurisdiction

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- 15.1** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
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Schedule 1 - Services

The Supplier shall provide the following Services as set out in the Order Form:

- **Live Streaming:**
 - o Live Streaming broadcast of the ceremony; or
 - o Live Streaming broadcast of the ceremony and a 28-day download of the broadcast; or
 - o Live Streaming broadcast of the ceremony, a 28-day download and an edited keepsake of the broadcast on a USB device
- **Tribute:**
 - o Single – A single photograph displayed on a screen during the ceremony as set to your specifications
 - o Slide Show – A selection of photographs displayed on a screen during the ceremony as set to your specifications
 - o Pro Tribute – A selection of photographs and/or videos set to music displayed on screen during the ceremony, as set to your specifications
- **Music:**
 - o A choice of:
 - Music via Bluetooth from a device selected by you; or
 - Music from the Registry Office's/the Council's standard playlist; or
 - 6 songs chosen by you to be played by the Registry Office/Council To be played during the ceremony.

Schedule 2: Pricing

Live Streaming:

- Live Stream - £75
- Live Stream and 28-day download - £100
- Live Stream, 28-day download and keepsake USB device - £150. For an additional USB device £20 will be charged.

Tribute:

- Single Photograph - £25
- Slide Show (25 photographs) - £50. For additional photographs, £15 will be charged per additional 25 photographs or fraction thereof
- Pro Tribute - £100

Music:

- Music played via Bluetooth (Library room and Queen Isabella room only)- £15
- Registry Office standard playlist (Black Prince Room only) - £15
- 6 songs chosen by you (Black Prince room only) - £30