

Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we offer the following services :

- a) arranging sponsored prayers and rituals to take place at a monastery/nunnery in India or Nepal (see terms for arranging sponsored prayers and rituals for specific details of this service, including payment terms);
- b) provision of online viewing of special events at locations in India or Nepal and transfer of donations/dedications in respect of special events (see terms for provision of online viewing of special events for specific details of this service);
- c) the Diamond Path service which provides for pre-arrangement of the traditional prayers, practices and rituals to be performed at the time of death at a monastery/nunnery in India or Nepal (see terms for the Diamond Path service for specific details of this service, including payment terms);
- d) These terms and conditions also apply to the following gratis facilities which we may provisionally choose to offer or make available from time to time:
 - i) receiving and transferring donations to Sangha (see terms for donations to Sangha for specific details of this service); and
 - ii) receiving, and transferring as appropriate, donations made in support of Gompa and the monasteries/nunneries (see terms for support of Gompa for specific details of this service).

1.2 **Why you should read them.** Please read these terms carefully. 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.** We are Tibetan Monastery Services Limited a company registered in England and Wales. Our company registration number is 01756218 and our registered office is at Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset, BA4 5QE. We are a trading company wholly owned by the Orient Foundation for Arts and Culture, a charity registered in England and Wales with charity number 287817. We operate Gompa Tibetan Monastery Services as a public service, to foster connection between the monasteries/nunneries in India and Nepal and their followers internationally.

2.2 **How to contact us.** You can contact us by writing to us at liaison[at]gompaservices.com or by telephoning our customer service team in India on +91 8303002888.

2.3 **How we may contact you.** If we have to contact you we will do so primarily by writing to you at the email address you provided to us. (Please adjust your spam / junk mail filters to allow messages from gompaservices.com.) If you have provided us with other contact information (such as telephone numbers, online service IDs, postal mailing addresses, etc), there may be occasions when we contact you by a method other than email, especially in urgent situations or as may be required by law.

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

3.2 **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 service.

4. **Our services**

4.1 Any details of services provided by us on our website are designed to give a general description only. We will not be liable for any change in specification, but will ensure that any alterations will not compromise quality or suitability.

4.2 You must not copy, download or view or attempt to copy, download or view a file in breach of the restrictions given in our order confirmation to you, or on our website and you must not allow anyone else to do so. You must not share your login details with any other person, or allow any other person to access recordings, except as described in our order confirmation to you, or on our website.

5. **Your rights to make changes**

5.1 If you wish to make a change to the service you have ordered 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 service, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel the contract (see clause 8 - Your rights to cancel the contract).

6. **Our rights to make changes to these terms**

- 6.1 We may make changes to these terms and conditions or the specific terms applicable to the service you purchase from us. If we do so we will notify you and you may then contact us to cancel the contract before the changes take effect and receive a refund for any services paid for but not received.

7. **Providing the services**

- 7.1 **When we will provide the services.** During the order process we will let you know when we will provide the service to you. Please see the Terms which correspond to the service which you are purchasing for more details regarding when we will provide the service to you.

- 7.2 **We are not responsible for delays outside our control.** If our supply of a service is delayed 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 cancel the contract and receive a refund for any service you have paid for but not received.

- 7.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, your name and contact details. If so, this will have been stated in the description of the service on our website. If you do not give us this information when requested, or if you give us incomplete or incorrect information, we may either cancel the contract 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 supplying the services late or not supplying 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.

- 7.4 **Reasons we may delay, change or cancel a service you have paid for.** We may have to delay, change or cancel a service:

- a) to deal with technical problems or make minor technical changes; or
- b) to update the services to reflect changes in relevant laws and regulatory requirements; or
- c) due to service interruptions or unforeseen circumstances experienced by our partners.

- 7.5 **Your rights if we significantly delay, change or cancel a service you have paid for.** Whenever possible, we will contact you in advance to tell you we will be delaying, changing or cancelling a service you have paid for, unless the problem is urgent or an emergency. If we have to delay, change or cancel a service we may offer a partial or full refund.

8. Your rights to cancel the contract

8.1 **You can always end your contract with us.** Your rights when you cancel the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to cancel the contract:

- a) **If what you have bought is faulty or misdescribed you may have a legal right to cancel the contract** (or to get a service re-performed or to get some or all of your money back), see clause 11;
- b) **If you want to cancel the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- c) **If you have just changed your mind about the service, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.7.**

8.2 **Cancelling the contract because of something we have done or are going to do.** If you are cancelling a contract for a reason set out at a) to d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to these terms which you do not agree to;
- b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;
- c) there is a risk that supply of the service may be significantly delayed because of events outside our control; or
- d) you have a legal right to cancel the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 You have 14 days to change your mind in relation to the following services (and subject to clause 8.6 below):

- a) arranging sponsored prayers and rituals to take place at a monastery/nunnery in India or Nepal (see terms for arranging sponsored prayers and rituals for specific details of this service);
- b) provision of online viewing of special events at locations in India or Nepal and transfer of donations/dedications in respect of special events (see terms for provision of online viewing of special events for specific details of this service);
- c) receiving and transferring donations to Sangha (see terms for donations to Sangha for specific details of this service); and
- d) receiving, and transferring as appropriate, donations made in support of Gompa and the monasteries/nunneries (see terms for support of Gompa for specific details of this service).

8.5 You have 30 days to change your mind in relation to the Diamond Path service.

8.6 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- a) digital products after we have given you access to these; or
- b) services, once these have been initiated by us or our partners, even if the cancellation period is still running.

8.7 **Cancelling the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still cancel the contract but you might not get a refund.

9. **How to cancel the contract with us (including if you have changed your mind)**

9.1 **Tell us you want to cancel the contract.** To cancel the contract with us, please let us know by:

- a) **Email or telephone or another method.** Email us at liaison[at]gompaservices.com or call customer services on +91 8303002888 or contact us using any method mentioned on the 'Contact us' page on the site. Please provide your name, sponsor ID number, and details of the order including the order number or tracking number.

9.2 **How we will refund you.** We will refund you the price you paid for the services, by the method you used for payment. However, in the case of the Diamond Path service, we may make deductions from the price you paid, as described in the terms for the Diamond Path service.

9.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to cancel the contract

10.1 **We may end the contract if you break it.** We may end the contract for a service at any time by writing to you if:

- a) you do not make any payment to us when it 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, for example, your name and contact details; or
- c) you commit any material breach of these terms.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can write to us at liaison[at]gompaservices.com or telephone our customer service team in India at +91 8303002888 or contact us using one of the methods listed on the 'Contact us' page of the site.

12. Price and payment

12.1 **Where to find the price for the service.** Where applicable, the price of the service (which includes VAT if applicable) will be the price indicated, in British Pounds Sterling (GBP), on the order pages when you placed your order. We take all reasonable care to ensure that the price in GBP of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the service you order.

12.2 If you order services through our site which are determined by a non UK government authority to be subject to import duties and/or taxes you will be responsible for payment of any such import duties and/or taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxing authority for further information before placing your order.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we offer 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 to you, we will contact you for your instructions before we accept your order.

12.4 **When you must pay and how you must pay.** We accept online payment with a credit card (Visa, MasterCard, JCB, Diners) or a debit card (Maestro, V PAY, VISA debit). For payments of GBP £500 or more there is the option of paying by credit card, by debit card, or by bank transfer. When you must pay depends on what product you are buying:

- a) For **digital content**, you must pay for the products before you receive access to view, stream or download them.
- b) For **services**, you must make full payment in advance (with the exception of the Diamond Path service under certain conditions; see terms for the Diamond Path service for details).

No payment will be effective until funds have cleared into our account.

12.5 **Payment in other currencies.** As mentioned in clause 12.1, all prices are indicated in Pounds Sterling (GBP). Amounts due can be paid in GBP. Alternatively, in some cases (but not all) payment can be paid in the following currencies: Euros (EUR), US Dollars (USD), Hong Kong Dollars (HKD), Singapore Dollars (SGD), Australian Dollars (AUD), Japanese Yen (JPY). We will display the total cost in GBP and also in your preferred currency (if selected and applicable) prior to payment. For totals in a currency other than GBP, the total payment amount will be calculated using a currency conversion rate determined by us. The total payment amount in a currency other than GBP is subject to exchange rate fluctuations until paid.

12.6 If the payment method you use settles in a currency other than the currency used for making payment, your card provider or bank will determine the exchange rate and may add an additional processing or administration charge which you will be liable to pay.

13. **Our responsibility for loss or damage suffered by you**

13.1 **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, but we are not responsible for any loss or damage that is not foreseeable. 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.

13.2 **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 products; and for defective products under the Consumer Protection Act 1987.

13.3 **We may provide links on our website to the websites of other companies, whether affiliated with us or not.** We cannot give any undertaking that products or services you purchase from companies to whose website we have provided a link on our site will be of satisfactory quality.

14. How we may use your personal information

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- a) to supply the services and provisional gratis benefits / access to gratis facilities to you;
- b) to process your payments for the services and/or your donations; and
- c) if you agreed to this during the order process or in your account preferences, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us or changing your account preferences.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

15. Intellectual Property Rights

15.1 We reserve the right to retain all original recordings and photographs.

15.2 All recordings and photographs and all and any intellectual property rights in them remain at all times the property of Tibetan Monastery Services Ltd. You are granted a non-exclusive licence to view the recordings and photographs in accordance with the order confirmation, any other written communications we send you and our website. This licence is personal to you and is not transferable to any other person.

15.3 All third-party materials in whatsoever media formats we may provide you access to these, and all and any intellectual property rights in them remain at all times the property of said third party. You are granted a non-exclusive licence to view and use these materials in accordance with the order confirmation, any other written communications we send you and our website. This licence is personal to you and is not transferable to any other person.

15.4 Any unauthorised use of any recordings and photographs and/or third-party materials, including but not limited to:

- a) uploading to the internet, broadcast or public performance,
- b) publishing or re-distributing,
- c) re-selling or renting,

d) saving or copying,

of any recording or photographs and/or third-party materials or any part thereof by any person is strictly prohibited. Viewing, sharing and downloading of photographs and recordings and/or third-party materials must be strictly in accordance with the order confirmation, any other written communication we send you and our website.

15.5 To protect the privacy and dignity of the subjects in the recordings and photographs, you must not edit, copy, display, broadcast or distribute the recordings or photographs, or portions thereof, in a manner that could cause offense to the subjects in those recordings or photographs. You must also take reasonable precautions to prevent other persons from misusing the recordings or photographs, or portions thereof, in a manner that could cause offense.

15.6 You must not (and you must not attempt to, or allow any other person to or attempt to) copy, edit, adapt, reverse engineer, decompile, disassemble, or modify any photograph or recording, or incorporate it or attach it to any other item.

16. Other important terms

16.1 **Service availability.** Our services are available internationally; however, we reserve the right to exclude certain countries/territories from time to time. We follow the guidelines of HM Treasury in the United Kingdom and the Council of the European Union with regard to countries/territories on which financial sanctions are imposed.

16.2 Access to, or use of, this website or information, materials, products and/or services on this website may be prohibited by law in certain countries or jurisdictions. You are responsible for compliance with any applicable laws of the country from which you are accessing this website. We make no representation that the information contained herein is appropriate or available for use in all locations internationally.

16.3 **Your status.** By placing an order for a service or services through our website you confirm that:

- a) you are legally capable of entering into binding contracts;
- b) you are at least 18 years old;
- c) you are not resident in a country/territory excluded under clause 16.1;
- d) you are not accessing our site from a country/territory excluded under clause 16.1 or clause 16.2; and
- e) you have authority to make payments to us using the card details provided.

- 16.4 **Correspondence will be sent via email.** We will correspond with you via email using the email address of the person(s) listed in our records as the correspondent. It is your responsibility to update your account details if your contact details change.
- 16.5 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.6 **You cannot transfer your rights to someone else.** Except as indicated in your order confirmation, the service is personal to you and cannot be shared or transferred to anybody else.
- 16.7 **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.
- 16.8 **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.
- 16.9 **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 and it will not 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 products, we can still require you to make the payment at a later date.
- 16.10 **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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We reserve the right to bring legal proceedings in any jurisdiction where we believe that breach of this agreement is taking place or originating.

The Model Cancellation Form, below, is provided per consumer law requirement.

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Tibetan Monastery Services Limited a company registered in England and Wales.
Our company registration number is 01756218 and our registered office is at Cooper House, Lower Charlton Estate, Shepton Mallet, Somerset, BA4 5QE

I hereby give notice that I cancel my contract of sale for the supply of the following service: order number/tracking number/plan number {*}:

Ordered on:

Sponsor ID number:

Name of consumer:

Email address of consumer:

Date:

{} Delete as appropriate*