

TIBETAN MONASTERY SERVICES LTD

TERMS AND CONDITIONS

This document (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products or services ("**Services**") listed on our website gompaservices.com ("**our site**") to you.

Please read these terms and conditions carefully before ordering any Services through our site. You should understand that by ordering any of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

If you have created an account or signed into our site, or if you have used our site to view or download any photos or videos of a sponsored service, then you have already agreed to abide by these terms and conditions.

Services may only be purchased through this website and the Company. Although authorised staff might help you with placing your order, the order process remains as set out below.

1. INFORMATION ABOUT US

Our site is a website operated by Tibetan Monastery Services Ltd ("**us**" or "**we**" or "**the Company**"). We are registered in England and Wales under company number 01756218. 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.

2. SERVICES AVAILABLE

2.1 The following Services are available through our site:

2.1.1 A service by which you can sponsor prayers and rituals to take place at a monastery/nunnery in India or Nepal and receive certification that the prayers and rituals were performed and, optionally (for an additional charge) view the requested prayers and rituals online and/or receive, via download, video files of the prayers and rituals, and/or access photos of the prayers and rituals. ("**Service 1**").

2.1.2 A service by which you can view online special events at a monastery/nunnery in India or Nepal. ("**Service 2**").

2.2 Any details of Services provided 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.

3. **SERVICE AVAILABILITY**

3.1 Our services are available worldwide, 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 (UK) and the Council of the European Union (EU) with regard to countries/territories on which financial sanctions are imposed.

4. **YOUR STATUS**

4.1 By placing an order for a Service or Services through our site you warrant, undertake and represent to us that:

4.1.1 You are legally capable of entering into binding contracts; and

4.1.2 You are at least 18 years old; and

4.1.3 You are not resident in a country/territory excluded under Paragraph 3; and

4.1.4 You are not accessing our site from a country/territory excluded under Paragraph 3.

5. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

5.1 The terms and conditions relating to how the contract is formed between you and us for each Service is as follows:

5.2 **FOR SERVICE 1**

5.2.1 After placing an order for any Service through our site, you will receive an email from us acknowledging that we have received your order, and summarising the Services you have ordered and any donations you have specified, plus any charges, fees and taxes ("**Order Acknowledgement**").

5.2.2 Please note that receipt of an Order Acknowledgement does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you a further email that confirms the availability of the Service and a summary of the Services to be provided, plus any donations you have specified, plus any charges, fees and taxes (the "**Order Confirmation**").

5.2.3 The summary of Services in the Order Confirmation might differ from the summary of Services in the Order Acknowledgement, but such differences will not be material, and the cost to you will not be altered unless you otherwise expressly agree.

5.2.4 The contract between us ("**Contract**") will only be formed when we send you the Order Confirmation. If we are unable to accept your order we will send you an email notifying you of that fact and, where possible, explaining our reasons for not accepting your order.

5.2.5 The Contract will relate only to orders for Services the acceptance of which we have confirmed in the Order Confirmation. We will not be obliged to supply any other Services which may have been part of your order until the availability of such Services has been confirmed in a separate Order Confirmation.

5.2.6 Up until the time that the Order Confirmation is sent, either we or you can provide written notice to the other to cancel the order.

5.3 **FOR SERVICE 2**

5.3.1 Although you may pre-register for a special event webcast prior to making payment, your order will not be confirmed until we have received your payment.

5.3.2 Upon receiving your payment we will send you an email (the "**Order Confirmation**") confirming your eligibility to view the special event webcast and itemizing the service(s) you have ordered, the minimum donation to the monastery or nunnery, any additional donations you have specified, plus any charges, fees and taxes.

5.3.3 The contract between us ("**Contract**") will only be formed when we send you the Order Confirmation.

5.4 These Terms and Conditions also apply when your order of a service or services through our site is facilitated with the assistance of an authorized member of staff.

6. **COST, PAYMENT AND PROVISION OF ACCESS**

6.1 The terms and conditions relating to the cost, method of payment and provision of access for each Service is as follows

6.2 **FOR SERVICE 1**

6.2.1 Once the requested services (as mentioned in the Order Acknowledgement subject to possible adjustments as mutually agreed between you and us) are scheduled, you will receive an Order Confirmation from us that will inform you of the scheduled start date for your requested services and which will itemize:

6.2.1.1 the sponsorship to the monastery or nunnery, any donations you have specified and our costs for: booking; and/or any special service requests; and/or photographing the ritual and

providing access to the photos; and/or recording the ritual and providing access to the recording either as a streamed file(s) and/or a downloadable file(s).

- 6.2.2 Once the current date falls within the payment acceptance period (usually starting 14 days in advance of the start of the service), you will receive this itemization as a Payment Request, together with instructions for finalizing your order.
- 6.2.3 Unless this is waived by us in writing, we must receive payment no less than four English working days prior to the scheduled start date of the ritual performance, or, if specified, no less than four English working days prior to the date on which preparations for the ritual are to begin.
- 6.2.4 Provided payment has been received and has cleared no less than four English working days prior to the date on which the preparations for the ritual or the ritual itself are to begin, we accept responsibility for ensuring that such ritual is performed and recorded, if applicable. We accept no responsibility for your ability to view the video recording, photos and/or certificate of ritual performance if you do not have the capability or equipment to view these products online.
- 6.2.5 For emergency ritual requests, we will endeavour, but cannot guarantee, to schedule the requested rituals immediately upon receipt of payment. We reserve the right to charge an additional fee for emergency ritual requests, to be agreed with you.
- 6.2.6 After you have finalized your order and we have received your payment, you will receive from us one or more email communications which will contain:
 - 6.2.6.1 details of when the services you requested are scheduled to begin; instructions on how to access the services that you have purchased (ie the video file(s), and/or photos, and/or certificate of ritual performance); notice of restrictions on the number of times the recording may be accessed or viewed and by whom it may be accessed or viewed, as applicable.
- 6.2.7 If you have ordered a recording of the ritual, we will request that the monastery/nunnery make a short personal introduction directly to you at the beginning of the recording. The details required by the monastery/nunnery to make this introduction will have been provided by you when placing your order with us or when requested by us.

- 6.2.8 We will aim to make the video recording, photos and/or certificate of ritual performance available to view online the same day as it is performed. However, this may not always be possible.
- 6.2.9 The recording will be available for you to view online (or download if applicable) via our site for not less than 10 days after the day on which it is first made so available. At our discretion an extension to this period of availability may be made, upon payment of an additional fee.

6.3 **FOR SERVICE 2**

- 6.3.1 If you register to view a special event webcast within the payment acceptance period (usually starting 14 days in advance), you will be able to make your payment at the time you place your special event registration order.
- 6.3.2 If you register to view a special event webcast prior to the start of the payment acceptance period, you will need to return to our website at a later date to make your payment.
 - 6.3.2.1 Once the current date falls within the payment acceptance period, you will receive a Payment Request, together with instructions for finalizing your special event registration order.
- 6.3.3 After you have finalized your order and we have received your payment (regardless of whether you made your payment at the time you placed your order or subsequent to the time you placed your order), you will receive the Order Confirmation which will contain:
 - 6.3.3.1 details of the special event webcast you have ordered, including: any donations you have specified and our costs of recording the webcast and providing access to the webcast; the date on which the webcast is scheduled to begin; instructions on how to access the webcast; notice of restrictions on the number of times the webcast may be accessed or viewed and by whom it may be accessed or viewed, as applicable.
- 6.3.4 You will not be able to access the webcast until we receive your payment and send you the Order Confirmation.
- 6.3.5 We will aim to make the webcast available to view online the same day as it is recorded. However, this may not always be possible.
- 6.3.6 We accept responsibility for recording the special event and providing online access to the video recording. We accept no responsibility for your ability to view the video recording if you do not have the capability or equipment to view the webcast online.

6.3.7 A webcast recording will be available for you to view online (or download if applicable) via our site, for not less than five days after the day on which it is first made so available. At our discretion an extension to this period of availability may be made, upon payment of an additional fee.

6.4 **FOR BOTH SERVICES 1 AND 2**

6.4.1 We reserve the right to add additional charges for: additional signed-in users (ie your guests) who are allowed to view/download a video recording; and/or for increasing the number of times a file can be downloaded or viewed.

6.4.2 You must not copy, download or view or attempt to copy, download or view a file in breach of the restrictions given in the Order Confirmation, your Contract and on our site, and you must not permit anyone else to do so. You must not share your login details with any other person, nor permit any other person to access any recordings, save as described in the Order Confirmation or on our site. Please refer to Paragraph 9 below.

6.4.3 We reserve the right to suspend or cancel Services and/or your account and terminate our Contract if we have reason to believe that you are in breach of the terms of our Contract.

7. **OUR STATUS**

We may provide links on our site 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, and any such warranties are disclaimed by us absolutely.

8. **CANCELLATION**

8.1 You may, in accordance with your statutory rights, and subject to clause 8.3, cancel a Contract at any time within fourteen English working days, beginning on the day after you received the Order Confirmation. In this case, if payment has been made, you will receive a refund of the amount paid for the Services in accordance with our refunds policy (set out below).

8.2 To cancel a Contract, you must inform us in writing.

8.3 You will not have any right to cancel a Contract for the supply of any Service if any ritual(s) or preparations for ritual(s) which comprise the Service have already taken place or begun.

- 8.4 Details of this right, and an explanation of how to exercise it, are provided in the Order Confirmation. This provision does not affect your statutory rights.
- 8.5 If a special event webcast is cancelled after you have made payment, we will send you notification via email of the cancellation and also provide you with instructions on how to specify your choice of either Option 1 or Option 2, as listed below:
- 8.5.1 Option 1: at your request we will refund your entire payment amount (including all amounts designated as donations to the monastery or nunnery).
- 8.5.2 Option 2: at your request we will convert your entire payment (less taxes and fees) into a donation to the monastery or nunnery. The amounts originally designated as our costs for producing the webcast and making it accessible online will be added into your donation to the monastery or nunnery.
- 8.5.3 In the event that you do not specify either Option 1 or Option 2 within 14 days from the date we notify you of the cancellation of the special event webcast, we will process your payment in accord with Option 2.
- 8.6 If a special event webcast is substantively changed after you have made payment, we will send you notification via email of the change and also provide you with instructions on how you may, if you wish, cancel your order and request a refund of your payment. If you do not cancel your order then you will be entitled to view the special event webcast; cancelling your order revokes your eligibility to view the special event webcast.
- 8.7 When you have cancelled a Contract between us within the fourteen-day cooling-off period (see clauses 8.1 and 8.2 above), or when you have requested a refund either for a cancelled special event webcast (Option 1 as described in clause 8.5.1 above) or for a changed special event webcast (see clause 8.6 above), we will process the order cancellation and make any refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation or refund request. In this case, we will refund to you the amount in British pounds (GBP) received by us. We will not pay interest on any payments that have been made and we will strive to make the refund within 30 days of receiving your request.
- 8.8 We will usually refund any money received from you using the same method originally used by you to pay for your purchase. See also Paragraph 10.

9. **RISK AND TITLE**

- 9.1 We reserve the right to retain all original recordings and photographs.
- 9.2 All recordings and photographs and all and any intellectual property rights in them remain at all times the property of the Company. You are granted a non-exclusive licence to view the recordings and photographs in accordance with the Order Confirmation, your contract and our site. This licence is personal to you and is not transferable to any other person.
- 9.3 Any unauthorised use of any recordings and photographs, including but not limited to:
- 9.3.1 uploading to the internet, broadcast or public performance,
 - 9.3.2 re-selling or renting,
 - 9.3.3 saving or copying,
- of any recording or photographs or any part thereof by any person is strictly prohibited. Viewing, sharing and downloading of photographs and recordings must be strictly in accordance with the Order Confirmation, your contract and our site.
- 9.4 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.
- 9.5 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.

10. **PAYMENT**

- 10.1 Payment for our services must be made using the payment options available on our site. As indicated on our site, payment details for arranging bank-to-bank transfers for sums over a designated amount can be obtained from our sponsor liaison staff. No payment will be effective until funds have cleared in our account.
- 10.2 If you pay for your Order using a currency other than British pounds (GBP), your international credit 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.

- 10.3 By placing your Order and making an offer to buy Services, you authorise us to transmit information (including any updated information) or to obtain information about you from third parties from time to time and this may include, in order to protect you and us from fraud: verification checks involving your debit or credit card number, credit reports in order to authenticate your identity or to validate your credit card or to obtain an initial credit card authorisation.
- 10.4 Where the method of payment for your order is registered in an EU country, the total cost of your Order will include UK VAT.
- 10.5 Where the method of payment for your order is registered in a non-EU country, the total cost of your Order will not include UK VAT.

11. **OUR LIABILITY**

- 11.1 We warrant to you that any Services purchased from us through our site will be supplied with reasonable care and skill.
- 11.2 Our liability for losses you suffer as a result of us breaching a Contract with you is strictly limited to the purchase price of the Service you purchased.
- 11.3 This does not include or limit in any way our liability:
 - 11.3.1 For death or personal injury caused by our negligence;
 - 11.3.2 For fraud or fraudulent misrepresentation; or
 - 11.3.3 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage.

12. **LOCAL LAWS**

- 12.1 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.
- 12.2 Please also note that you must comply with all laws and regulations that are applicable to you or your purchase of the Services, whatever jurisdiction they may relate to. We will not be liable for any breach by you of any such laws.

13. **WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing, which includes email. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. **NOTICES**

All notices given by you to us must be given to the Company at: admin[at]gompaservices.com. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three English working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15. **TRANSFER OF RIGHTS AND OBLIGATIONS**

15.1 A Contract is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16. **EVENTS OUTSIDE OUR CONTROL**

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

16.2.1 Strikes, lock-outs or other industrial action.

- 16.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 16.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - 16.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 16.2.5 Impossibility of the use of public or private telecommunications networks.
 - 16.2.6 The acts, decrees, legislation, regulations or restrictions of any government.
- 16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. WAIVER

- 17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

18. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. ENTIRE AGREEMENT

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

20. **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our services, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2 You will be subject to the terms and conditions in force at the time that you order Services from us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to these terms and conditions before we send you the Order Confirmation.

21. **COMPLAINTS**

If you should have any complaint about the quality of the service we provide you should contact us and we will deal with the complaint in accordance with our written complaints procedure.

22. **LAW AND JURISDICTION**

Contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.