

TERMS AND CONDITIONS OF SPONSORSHIP

Wells in Mosaic

Application and entire agreement

1. These Terms and Conditions apply to all donations made to the Wells in Mosaic project, regardless of whether those donations include other conditions, services or goods. Donations may be referred to as '**Donations**' or '**Sponsorships**'. Anyone giving a donation may be referred to as '**Donor**' or '**Sponsor**' or '**You**'.
2. **Wells in Mosaic CIC** is a Community Interest Company registered in England and Wales under number **11834747**, whose registered office is at The Square, 20 Priory Road, Wells, Somerset, BA5 1SY. Forthwith referred to as '**WiM**'.
3. These Terms and Conditions are deemed to have been accepted by you when you accept them or make your donation and will constitute the entire agreement between WiM and you.
4. These Terms and Conditions apply to the donation or sponsorship of WiM, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation. Words imparting the singular number include the plural and vice-versa.

Goods

6. Donations given with no other goods or services attached imply no rights to the Donor other than any agreed directly and in writing at the time of donation.
7. Where any donation involves the supply of Goods, the description of the Goods is set out in the donation documentation relating to such. In accepting the documentation, you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Any descriptions given of Goods are intended as a guide only.
8. We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.
9. Where a donation amount is suggested in return for Goods or other Services, we reserve the right to increase that amount if our costs for such goods or services have changed in the interim period between suggestion and payment. Any increase in the suggested amount will only take place after we have told you about it.

Cancellation and alteration

10. Details of Goods as described above, or in any donation documentation, are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.
11. Either of us can cancel a donation for any reason prior to your acceptance (or rejection) of the donation documentation
12. Once a donation has been accepted, or the donation has been paid, or any work has started on services or goods attached to a donation, the donation is not cancellable and no refund will be provided.

Payment

13. We will request payment for any Goods or Services as laid out in the donation documentation, but unless otherwise stated in such, all Goods and Services must be paid for in advance.
14. All donations must be made in British Pounds unless otherwise agreed in writing between us.
15. Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

Delivery

16. Unless otherwise agreed, Goods and Services would not normally be delivered by us to any place other than a WiM appointed workshop or storage area
17. Where Goods or Services form part of the completed Mosaic, WiM would normally source and store them until such time as they are to be used. Sponsors may also store the Goods themselves, should they wish to use the Goods for their own purposes until such time as WiM requires them for the project. But full responsibility for the Goods condition, insurance, and timely delivery for use by Wim in the project rests fully with the Sponsor. We cannot accept any claim, however arising, if the Goods are damaged, are delayed in their return to WiM (causing them to be missed from the completed project), or are affected in any other way. Should the Goods be damaged during their time with the Sponsor, it is the Sponsor's responsibility to supply replacement Goods of the same specification, at their own expense. WiM reserve the right to refuse the use of any replacement Goods.
18. WiM reserve the right to use Goods for marketing purposes. WiM will inform You of WiM's intention to do so and invite You to attend and take part in the marketing, if WiM so wish. The Marketing may take the form of Press articles, Radio, Television or other media and include word of mouth.
19. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

Inspection and acceptance of Goods

20. You may inspect the Goods on delivery or collection.
21. If you identify any damages or shortages, you must inform us in writing within 3 days of delivery, providing details.
22. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
23. Subject to your compliance with this clause and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
24. We will be under no liability or further obligation in relation to the Goods if:
 - 24.1. if you fail to provide notice as set above; and/or
 - 24.2. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - 24.3. the defect arises from normal wear and tear of the Goods; and/or
 - 24.4. the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
25. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 5 days after delivery.

Use of Goods, risk and title

26. The risk in the Goods will pass to you on completion of delivery, if you decide on self-storage.
27. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
28. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
29. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.
30. Where Goods supplied are specifically for use in the WiM mosaic itself, Title of such Goods will transfer back to WiM at the time of installation and You would have no claim to such Goods after installation, even where such Goods bear a name, registered company name or logo.

31. Should any Goods be removed from the completed installation at any point in the future, the decision on what to do with such goods rests solely with WiM, or with any group or body that has taken on the role of caretaker of any installation that includes the Goods for the purpose of future maintenance, as approved by WiM.
32. The final, fixed location of any Goods is at the discretion of WiM, its artist or its authorised contractors, and that location could change at any point up until final installation unless expressly agreed with You in the donation documentation.

Termination

33. We can terminate the sale of Goods where:
 - 33.1. you commit a material breach of your obligations under these Terms;
 - 33.2. you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
 - 33.3. you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - 33.4. you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Limitation of liability

34. Our liability under the terms, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
35. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
36. If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
37. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
38. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - 38.1. any indirect, special or consequential loss, damage, costs, or expenses; and/or

- 38.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; and/or
 - 38.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - 38.4. any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - 38.5. any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
39. The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

Communications

40. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
41. Notices will be deemed to have been duly given:
- 41.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - 41.2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - 41.3. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - 41.4. on the tenth business day following mailing, if mailed by airmail.
42. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

Data protection

43. When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer.
44. The parties agree that where such processing of personal data takes place, the Buyer shall be 'data controller' and the Seller shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
45. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
46. The Seller shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Buyer, shall not retain any Personal Data longer than necessary for the Processing and

refrain from Processing any Personal Data for its own or for any third party's purposes.

47. The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
48. The Seller shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Seller on behalf of the Buyer. Further information about the Seller's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can e-mail: contact@wellsinmosaic.org

Circumstances beyond the control of either party

49. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

No Waiver

50. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Severance

51. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

52. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.