

PETITE WEDDINGS



TERMS AND CONDITIONS

1 DEFINITIONS

- . 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Services from Petite Weddings;
- . 1.2 "Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015;
- . 1.3 "Contract" means the contract between Petite Weddings and the Buyer for the provision of Services incorporating these Terms and Conditions;
- . 1.4 "Services" means the services provided to the Buyer from time to time in association with its listing on the Website;
- . 1.5 "Petite Weddings" is a trading name of Seycat Limited, company registration number 09627036, of 2 Trellis Cottages, Chywoone Hill, Newlyn, Penzance, TR18 5AF, the owner and operator of petiteweddings.co.uk;
- . 1.6 "Terms and Conditions" means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by Petite Weddings;
- . 1.7 "Website" means petiteweddings.co.uk or any other internet based service operated by Seycat Limited.

2 CONDITIONS

- . 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- . 2.2 These Terms and Conditions shall apply to all contracts for the provision of Services by Petite Weddings to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- . 2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Petite Weddings.
- . 2.4 Any complaints should be addressed to Petite Weddings's address stated in clause 1.5.

3 ORDERING

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- . 3.1 All orders for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by Petite Weddings.
- . 3.2 The Contract shall be formed when Petite Weddings has accepted an order from the Buyer. Petite Weddings may choose not to accept an order for any reason.

4 PRICE AND PAYMENT

- . 4.1 The price of the Services stipulated on the invoice is the annual charge.
- . 4.2 Payment as agreed with Petite Weddings must be made within 14 days of invoicing.
- . 4.3 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and Petite Weddings will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.

5 SERVICES

- . 5.1 Petite Weddings shall begin to perform the Services within 7 days of full payment.
- . 5.2 Petite Weddings may subcontract with a third party for the provision of any part of the Services, and subject to Clause 8 the Buyer shall reimburse Petite Weddings for all fees and/or charges imposed by such subcontractor(s) on Petite Weddings due to delay and/or cancellation by the Buyer.
- . 5.3 Petite Weddings shall perform the Services with reasonable skill and care. However, where applicable, Petite Weddings does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- . 5.4 Petite Weddings may have to suspend the Services for repair, maintenance or improvement. If so, Petite Weddings will restore them as quickly as is reasonably possible.

6 BUYER SUPPLIED CONTENT

- . 6.1 Petite Weddings reserves the right to refuse any content supplied by the Buyer for inclusion on the Website that it deems inappropriate.
- . 6.2 The Buyer warrants that it has ensured that a) all content supplied by the Buyer for inclusion on the Website and b) all materials made

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available to Petite Weddings for inclusion in any images or film provided by Petite Weddings as part of the Services, are free from any copyright, trademark and any other limitation of use restrictions.

- . 6.3 For the duration of the Contract the Buyer grants to Petite Weddings a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right to exercise all copyright, database rights and rights of publicity over any content supplied or made available for inclusion on the Website as set out above.
- . 7 CANCELLATION The Buyer has the right to cancel the Contract, by notice in writing, at any time before seven working days has passed from the day after the Contract was made. If, however, Petite Weddings starts to perform its side of the Contract with the agreement of the Buyer before the Buyer exercises this right to cancel, the right to cancel is lost.
- . 8 LIMITATION OF LIABILITY
 - . 8.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by Petite Weddings the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Services and Petite Weddings shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.
 - . 8.2 Nothing in these Terms and Conditions shall exclude or limit the liability of Petite Weddings for death or personal injury resulting from the negligence of Petite Weddings or that of Petite Weddings's agents or employees, or for any other matter for which it would be illegal for Petite Weddings to exclude or attempt to exclude its liability.
 - . 8.3 The Buyer agrees to indemnify Petite Weddings for all losses incurred due to the Buyer's negligence in connection with its receipt of the Services.
 - . 8.4 Petite Weddings shall not be liable to anyone for withdrawing the Services.
- . 9 WAIVER No waiver by Petite Weddings (whether express or implied) in enforcing any of its rights under these Terms and Conditions shall prejudice its rights to do so in the future.
- . 10 FORCE MAJEURE Petite Weddings shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer

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system, and Petite Weddings shall be entitled to a reasonable extension of its obligations.

- . 11 **SEVERANCE** If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.
- . 12 **CHANGES TO TERMS AND CONDITIONS** Petite Weddings shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making an order. Any renewal of the Services will be subject to Petite Weddings's then current Terms and Conditions.
- . 13 **GOVERNING LAW AND JURISDICTION** These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.