

Celebration of Life Tree Seat Scheme Customer Terms and Conditions

- The following Terms and Conditions will govern every purchase relating to the Celebration of Life Tree Seat plaque engraving scheme (the 'Scheme') at Hotham Park Bognor Regis, West Sussex. Any variation must be agreed in writing by the Aldingbourne Trust (the 'Trust')
- Plaques advertising commercial activities will not be permitted.
- All prices are subject to annual review and the prices listed in the application are the current prices as at the date of the order. The price includes VAT and is subject to change.
- Payment must be made in full when placing an order. The customer will be entitled to a cancellation within 14 days of placing an order, after which point no cancellations are permitted.
- The plaques will be leaf shaped in a choice of two designs; serrated or rounded and colours gold or silver and can be engraved with an inscription of up to 120 characters, as in the application.
- The plaques will be installed within 3 months of the Trust having received full payment.
- Purchasing a plaque allows the customer to have the plaque bearing the agreed inscription displayed and maintained in legible condition for a period of ten years from the date of installation. Once fitted the plaque becomes the property of the Council and cannot be removed or altered by the customer or anyone else.
- It is not permitted to attach flowers or any other memorabilia to the seat or make any other changes to the plaque or seat.
- The customer is not permitted to assign their interest in the plaque.
- The plaques and external finish of the Tree seat may age and deteriorate naturally when exposed to the elements and in a park environment. The life expectancy of a plaque is a minimum of ten years and the plaque lettering should remain legible for this period. After ten years the customers' interest in the plaque will expire and the Trust may, in agreement with the Council, remove, replace or otherwise substitute the plaque, unless a further adoption period is agreed. If it is viewed that the Tree Seat has a limited remaining lifespan, further adoption will not be offered.
- If a plaque becomes no longer legible or overtly damaged within the ten years of installation, the Trust will replace the plaque as originally ordered at no cost to the customer; this will only be done a maximum of two times for each plaque, beyond this the customer would be liable for the cost for further replacement should it be required. Please note the Trust cannot accept liability for any malicious or accidental damage to the Tree Seat fabric and should irreplaceable damage occur caused by factors outside of their control, the Council reserves the right to instruct removal of the seat in which case the plaque would be lost and the customer agreement nullified without compensation.
- It is not possible for the customer to specify the location of their plaques on the seat as they will be positioned in a random pattern, the Trust will ensure it is in an accessible and readable location; all 3 rows of the seat backrest will be used.
- Plaque inscriptions must be appropriate to a family and community environment and the Trust reserves the right to reject plaque applications that, in its view, do not meet these criteria.
- If the customer has given permission, the Trust will endeavour to make contact close to the end of the term period to ask if further adoption of the plaque for a further 5 years (further 5 year adoption will be charged at 50% of the current full adoption charge) Customers to inform of any change in contact details within their agreement term. There is no obligation to renew the plaque agreement, if not renewed at the end of the fixed term period, the plaque may be removed and the location may become available to other customers –

Plaques may not automatically be removed, but could remain for the duration of the life of the seat.

- Where the Trust receives any personal data (as defined by the General Data Protection Regulation) (GDPR) from customers in relation to the Scheme, it shall ensure that it fully complies with the provisions of the GDPR and all other data protection legislation and it shall only process such data in accordance with its data protection policy and to fulfil its obligations under the contract with the customer.
- The Trust shall indemnify customers for any breach of data protection legislation which renders the customer liable for any costs, claims or expenses.
- The Trust will have systems in place to ensure (i) compliance with the GDPR and all other data protection legislation (ii) at all times against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of personal data (iii) that all employees processing personal data are reliable and subject to a duty of confidentiality
- The Trust will use customer personal data to fulfil any order placed according to the customer's wishes and for the management of the Scheme. The Trust will not hold customer card payment details
- If the customer ticks the relevant box on their application to receive information about the Scheme, the work of the Trust and/or renewal options after ten years, customer personal data will be used to provide this information
- Personal details will not be disclosed to third parties apart from Arun District Council in circumstances where the agreement between the Trust and the Council for the management of the scheme expires or is terminated. In these circumstances customer details will be passed onto Arun District Council in order that they can take back management of the scheme.

The Trust's data protection policy can be viewed on its website.