

Vivedia Ltd trading as “Obitus” and Vivedia
Audio-Visual Specialists for Bereavement & Weddings
Terms of Business

1. Service Levels

1.1. Our service level varies depending on the options chosen, but can include:

- The provision of music, tribute and/or webcast services
- Additional music (see further information below)
- Legal licensing the music on Maestro, and each time tracks are played
- Use of our website, obitus.com or vivedia.com
- Access for third-party professionals, including funeral directors, officiants and civil celebrants to search and listen to samples of our music or view their own webcasts on our website
- Additional communications (website messaging, telephone, email, etc.) as reasonably required
- Reasonable remote and telephone technical support (including directing the onsite technical contact) for matters directly related to our systems
- Our availability to respond to Critical issues, and a loan system where your own is out of warranty
- An internet connection, unless you provide your own
- Regular liaison from and availability of a Vivedia “Client Relationship Manager”
- Proactive promotion and materials to upsell of Webcast Tribute and Keepsake products
- Ongoing obitus.com, vivedia.com, Maestro and/or Webcast Encoder software updates, including security patching for related hardware
- The provision of advertising display screens
- The provision of lectern remote controls, lighting, Tribute switching and Hymn lyrics functionality.
- Proactive remote monitoring of key systems
- Specific to Obitus only:
 - Funeral director contact calls from an Obitus “Funeral Director Support” manager
 - Opportunity for links between Obitus.com and other software services, for example: BACAS, PlotBox or Epitaph

1.2. We aim to be treated like an extended part of your team, and at all times act in good faith to deliver a good service.

1.3. We work hard to ensure the quality and availability of our service and systems. Where a family-impacting issue can reasonably be attributed solely to Vivedia, in agreement with our client we may accept liability up to the value of the product/service being delivered.

Notwithstanding, we are unable to accept liability for any expense, inconvenience, loss or damages as a result of any issues or unavailability of the service.

2. Working Times

2.1. Normal business hours are Monday to Saturday, 8.30am - 5.30pm. Emergency technical support is available all day on Saturdays and during UK bank holidays (excluding Christmas Day, Boxing Day and New Years Day). We are closed on Sundays.

2.2. We will sometimes need to connect remotely to your system, especially in the evenings. We know when your last service should finish, and we will wait an extra safety margin of 15 minutes, but unless we are told otherwise (usually via email), we will assume it is okay for us to connect and do our work.

3. Issue and Response Times

3.1. Any issues will be categorised to one of the following levels, in agreement with you, the Client, and acted upon appropriately:

	Level	Assessment	SLA Time
1	Critical	Has the potential to significantly impact services/operations	Equipment and/or engineer to be onsite within one working day, or as agreed by Client
2	Priority	Impact on services/operations is low, but requires attention to prevent on-going issues	Equipment and/or engineer to be onsite within one week, or as agreed by Client
3	Maintenance	No impact to services/operations, but a solution is required	Equipment and/or engineer to be onsite when next mutually convenient, or as agreed by Client

3.2. In the event a single piece of equipment is identified to be at fault, it is to be agreed on an individual basis with you, the Client, whether the Onsite Technical Contact will be directed to exchange the equipment, or one of our engineers will attend site. Any faulty equipment must be returned for repair or replacement.

4. Service Pricing

4.1. Unless otherwise stated in a contract, we reserve the right to review pricing annually on the anniversary of commencement of the service, with good notice and mutual agreement by both parties, taking into consideration: our own costs of providing the product or services; the level of service requested; the number of services using our website/equipment; RPI inflation.

5. Additional Cost

- 5.1. Any webcast and tribute products will be charged as per the “Additional Service Price List”.
- 5.2. In some circumstances, additional music (see Clause 9.4).
- 5.3. We reserve the right to charge reasonable additional Labour, Travel, Accommodation and/or Shipping costs not covered by any quoted work or by a warranty. Out-of-hours or weekend work may incur a 50% cost premium.
- 5.4. Every reasonable effort will be made to anticipate all costs associated with any work, however, we reserve the right to pass on reasonable additional costs which arise during the course of delivering that work, especially where a cost could not have been reasonably foreseen.

6. Hardware

- 6.1. We recommend computer hardware is reviewed for renewal at least once every 3 years, as per standard practice for mission-critical IT equipment. All hardware is owned by the Client, and this is at their discretion.
- 6.2. Where we have installed a UPS (recommended), unless otherwise specified the UPS is there to protect our primary equipment from power fluctuations or short (up to 30 second) power outages. It is not designed to guarantee long-term power or service continuity to all equipment (e.g. the chapel speakers) in the event of a complete power outage. A UPS works on a battery, which the device is designed to ensure remains in optimal condition. However, the performance of that battery will deteriorate over time, and may need replacing after around 3 years of use.

7. Communications

- 7.1. Whomever is placing orders, all orders should in the first instance be placed via our website, after which additional correspondence may occur by phone or email.
- 7.2. As a second-line supplier of services, we will only speak to our Client or other third-party professionals. We regret that we are unable to speak to family members directly.

8. Client Responsibilities

- 8.1. Where our equipment is reliant on hardware/software (e.g. chapel sound systems, office PCs, web browsers) or utilities (e.g. internet connections or electricity) provided by you, it is your responsibility to ensure these are of a sufficient standard and configured correctly to allow us to deliver our service effectively.

- 8.2. In the event that you become aware of an issue with either your equipment or a third-party service that might affect our service (e.g. a power outage) we request that you inform us of this as soon as possible so we can check our systems are performing correctly.
- 8.3. A good internet connection is vital for the successful provision of our service (e.g. no extra music can be delivered without an internet connection). We will notify you as soon as we become aware of an issue with connectivity. We will provide you what support we can, but we will need you to act swiftly to fix any internet issues promptly.
- 8.4. To maximise the life of electrical equipment it should be kept in a dedicated, secure, climate controlled, dust-free environment, with a clean/consistent 240v power supply. Any environment which falls short of these standards may affect the performance and lifespan of equipment.
- 8.5. A number of factors can affect the performance of IT equipment, not all of which are within either our or control. Where the source of an issue can reasonably be traced to third-party equipment, we will not accept liability for any impact, though we may be able to recommend a course of remedial action.
- 8.6. Whichever service level we are providing, while we have numerous checks and quality controls in place to ensure the requested music and tributes are delivered to site, it is ultimately the responsibility of staff in the chapel to satisfy themselves that the correct music and/or media will be played during a service.
- 8.7. Any suspected issues should be reported to us as soon as possible. We proactively monitor all our systems and will inform you if we identify any issues first, but we also rely on the eyes and ears of your own staff on the ground.

9. Music

- 9.1. The cost of new music added to the system, both by specific request and by general update, is covered within the music service charge.
- 9.2. There are some circumstances under which we may decline to supply the requested music, including: if we are unable to locate a commercially available version of a track; if we may not have sufficient time to receive the track (usually if it has to be sent physically to us first), or if the cost would be relatively high (particularly in relation to the likelihood of it arriving in time, or its rarity, or if the family have a physical copy of the music themselves that could be played on other equipment at the chapel).
- 9.3. Our service is designed to assist in the delivery of the majority of music required for services, but not to have a total monopoly on supply. By default, we continue to encourage the use of organists, and we recommend that chapels have CD players available.

- 9.4. If we have to buy music for a service, and that music request is then cancelled or no longer required, we reserve the right to pass on our costs for that purchase, plus a £10.00 ex VAT administration charge.

10. Webcasts

- 10.1. Webcasts can be affected by many variables, including power, broadband availability, camera, encoder, microphone and audio equipment, proximity of individuals talking to the microphone, etc. and a successful webcast relies on all these elements working correctly. We have sophisticated monitoring systems, checks and quality controls in place to ensure the availability of these systems, but we cannot guarantee the availability of all of these systems all of the time, particularly those outside our direct control. It is the shared responsibility of ourselves and the chapel staff to work together to ensure this equipment is operating correctly and the service remains available.
- 10.2. We always recommend webcast services are booked in advance. While the system records throughout the working day, and store recordings for 28 days, because of the number of systems the webcasts rely on, the availability of recordings is not guaranteed all of the time.

11. Visual Tributes

- 11.1. We appreciate the popularity of visual tributes and to ensure we maintain the quality of the service, we require that orders are placed, and photos are sent to us at least 2 working days' notice prior to a service.
- 11.2. All orders must be processed via our website, or by telephone. Email orders cannot be accepted. Once an order has been confirmed, it is preferred that photos or other media are uploaded to us via the dedicated web portal.
- 11.3. We are not currently able to offer previews or adjustment to visual tributes once ordered.

12. Late Requests

- 12.1. We accept that late requests – defined as an order received less than 2 working days before a service – do happen for music, tributes and webcasting, due to circumstances outside reasonable control. We cannot guarantee to be able to fulfil late requests, however within reason we will do what we can to fulfil them, remembering that first and foremost we are here to provide a service to families. Where individual customers are regularly submitting late requests, it is the responsibility of our Client to put pressure on them to improve their timings.
- 12.2. Once the working day starts, we effectively hand over control of the music system to the chapel and we will not attempt to interfere with it again until the end of the working day.

Whichever service level we are providing, where late requests are made on the same day as the service, we will attempt to source the music ready for delivery to the music system. It will then be the responsibility of chapel staff to initiate a manual update (to download the music) and to build or edit the playlist.

13. Uninterruptable Power Supply (UPS)

- 13.1. Where we have installed a UPS (recommended), unless otherwise specified the UPS is there to protect our primary equipment from power fluctuations or short (up to 30 second) power outages. It is not designed to guarantee long-term power or service continuity to all equipment (e.g. the chapel speakers) in the event of a complete power outage.
- 13.2. A UPS works on a battery, which the device is designed to ensure remains in optimal condition. However, the performance of that battery will deteriorate over time, and may need replacing after around 3 years of use. All hardware is owned by the Client, and this is at their discretion.

14. Licensing

- 14.1. Whether a venue uses our music player or not, each venue needs to ensure it has the appropriate PRS or other local licenses for the playback of music in their venue (i.e. licensing which would cover playback of music from another source, e.g. CDs). For funeral venues, PRS has previously stated that they are exempt, but this is subject to review. For wedding venues, PRS currently states a license is required.
- 14.2. Each Maestro player we supply is correctly licensed with the relevant authorities in its own right. We pay fees on your behalf using automated reporting at no extra cost to you.

15. Data Protection

- 15.1. Where any of our activities require us to process personal data about you or any other individual (such as your customers or venue staff), we will comply with the terms set out in the Schedule.

16. T&C Reviews

- 16.1. We reserve the right to update and alter these Terms and Conditions from time to time, and will notify you in writing.

Authorised Sub-Processors

The following sub-processors are authorised from commencement of this Agreement:

Amazon Web Services

Squarespace (local hosting of digital memorials only)