

# TERMS AND CONDITIONS

**Please read all these terms and conditions carefully: they are the legal basis upon which we provide our services to you regarding orders of any memorials.**

These terms and conditions do not alter the regulations that govern the Gardens of Remembrance.

These terms will apply to the purchase from us of Memorials and Exclusive Rights in relation to that Memorial. A "Memorial" is an object for the commemoration of a deceased person which may include: an orb, tablet, plaque, inscription in our Book of Remembrance, flower holder, posy holder, bench or similar as offered by us from time to time. "Exclusive Rights" is a right granted by us to place a Memorial at an agreed location in our memorial grounds for an agreed period (referred to as the Lease Period) and evidenced by a "Grant of Exclusive Rights" which is a certificate issued by us with details of the Exclusive Rights granted.

## 1. Information about us and how to contact us

- 1.1 You are entering into a Contract with South Woodham Ferrers Town Council, 94-104 Hullbridge Road, South Woodham Ferrers, Chelmsford. Essex. CM3 5LJ 0145 321817

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## 3. Our Contract with you

- 3.1 Our acceptance of your completed and signed Committal/Memorial Order Form (in the form appearing on the face of these terms and conditions) confirms that you, being the person signing the form ("you") are agreeing to buy the stated Memorial(s) and Exclusive Rights and we are agreeing to supply or grant the same. This means there is a binding contract between us as set out in these terms and conditions (referred to as the Contract). If we cannot accept your order, we will inform you of this.

## 4. Your rights to make changes or to cancel an order

- 4.1 If you wish to make a change to your order, please contact us. We will tell you if the change is possible. If it is possible, we will let you know about any changes to the price, or anything else which would be necessary, as a result of your requested change and ask you to confirm you want to go ahead.

## 5. Exclusive Rights

- 5.1 The fee paid to us for a Grant of Exclusive Rights gives an entitlement to place Memorials (of a type

supplied by us, only) within our grounds at a specific location and for a specific number of years, referred to as the "Lease Period".

- 5.2 On payment of the fee, we will issue a certificate of the Grant of the Rights. The certificate will be issued to the person we are requested to name as the Grantee. The Grantee must ensure that they notify us of any change to their contact details (minimum of name address and email) so that we can contact them as the Lease Period is coming to an end and/or to give notice of any updates or amendments to these Terms and Conditions. At the end of the Lease Period, it may be possible to extend the Grant of Exclusive subject to the terms and conditions and pricing then applicable and an assessment of the condition of any Memorials then placed at the location specified in the Grant of Rights. The expiry date remains the date when renewal is required regardless of any other information or statements.
- 5.3 The number of words is set out in the form, but we may request you amended or reduce those words where they will not fit on the item ordered. We may offer you a larger or modified version at additional cost. We often will supply examples of what you may want to put on a memorial.
- 5.4 Once the memorial arrives, we will install it in the place that has been requested. Normally this is done within 5 working days, and we will also issue a Grant of Rights if this has not already been done. We will remove any temporary marker we have placed. We do not normally arrange for you to be present during the installation of this but may be able to do so in certain circumstances and upon special request.
- 5.5 We are responsible for the maintenance of the grounds and reserve the right to change the general appearance and layout of the grounds at our discretion whilst maintaining their appropriateness for a place of commemoration. Any changes made would not disturb existing Memorials during the current Lease Period unless the location of a Memorial becomes unsuitable (because of ground water levels or similar) in which event we would offer you an alternative location or a pro rata refund of the Rights Fee properly attributable to the balance of the unexpired Lease Period. We will not disturb any ashes placed into the ground.
- 5.6 Lead times for completion of Memorial orders run from the date we receive your agreement to the proof and payment. Where a modification is requested to a proof, we will endeavour to send this to you within 5 working days of receiving the requested modification. Once the proof has been agreed and returned to us by you it will be put into production. You should check the proofs carefully as any amendments once the

Memorial is in production may incur an additional cost to make changes. **We endeavour to complete Memorial Orders within 7 weeks once proofs and payments agreed have been received,** Curb stones may take longer to arrive.

- 5.7 Wall plaques often will arrive quicker than this, **but in all cases**, we cannot guarantee a delivery time.
  - 5.8 Once a proof is approved it is unlikely that we will be able to change it or cancel the order. This is the reason for confirming the proof. As a custom-made item, this is excluded from the normal Sales of Goods Act and your rights to cancel, as we would be unable to resell such an item.
  - 5.9 Natural ageing including greening, and weathering of Memorials is to be expected. General cleaning of Memorials, if desired, may be carried out by us, either as general maintenance or by your request. Full refurbishment of a marker plaque may incur a charge
  - 5.10 All main marker Memorials to be placed within our grounds must be purchased from us as the main marker, but within the garden regulations you may be permitted to place another memorial.
  - 5.11 Items which are not permitted under our regulations (see our separate regulations) will be removed and disposed of without any requirement to notify you in advance.
  - 5.12 Memorials placed within our grounds are to remain as depicted in the proof and with no additions, decoration or alteration being made.  
We will contact to you before the expiry of the Lease Period (as originally purchased by you) to ask if you wish to extend the Lease Period.).
  - 5.13 **If you decide not to extend a Lease period after its expiry the Memorials purchased by you will be removed by us from the grounds and will be available for collection by you, or if you request, or can be posted at a nominal charge. If we are not able to contact you (or the person to whom a Grant of Exclusive Rights has been transferred) before the expiry of a Lease Period, we will be entitled to remove and dispose of the Memorials at our discretion.**
- 6.
- 6.1 Memorial Order includes one or more entries in the Book of Remembrance. We accept requests from anyone wishing to add an entry.
  - 6.2 Our proofers at our suppliers will work with your requested inscriptions, motifs and emblems so long as these are suitable and not offensive for the design of the memorial. We do not accept portraits or pictures (this may not apply to columbarium plaques). The style and layout of lettering is defined by our proofer, but we may sometimes be able to make adjustments. Reference materials supplied to assist with

illustrations will be treated with care. However, we do not accept liability for loss of such reference materials and advise you to make and retain copies of any reference materials supplied.

## **7. Warranties and Representations**

- 7.1 We warrant that we will make good any non-compliance of the Memorials to the specification stated, the Memorial Order or, where relevant, the proof agreed by you where such non-compliance becomes apparent and is notified to us during the applicable Warranty Period (as stated below) subject to the conditions and specifications stated below:
  - a. Natural materials can vary in colour and texture, our warranty only extends to the type and soundness of the materials and not to its colour or texture.
  - b. our warranty does not apply to damage caused by any third party and shall become invalid if the Memorial is removed or disturbed or otherwise worked upon by anyone other than us.
  - c. our warranty does not cover natural weathering, erosion or damage to a Memorial: stone and steel may dull and green with age; wood may break down expand and contract along grain lines; and vegetation may form.
  - d. our warranty does not cover replacement or repair of damage following vandalism and we recommend that Memorial insurance is purchased to cover the same.
  - e. our warranty excludes damage caused by abrasive cleaning materials used without our permission by a third party.
  - f. Any Tree or Rose (living memorial) which dies will be replaced but due to times of year when it is suitable to, or available to, this may take some time We will not extend the time of the Grant during the replacement period.

## **8. Conditions and Use of Memorial Gardens**

**These are also covered in our Garden Regulations Document**

- 8.1 Our booklet gives general information about what services we provide along with our form which gives costs for carrying out those services. We reserve the right to withdraw, alter, increase prices or change any of those services at any time, but we will always try to consider any persons who have already placed confirmed orders with us.
- 8.2 We sometimes get special requests made, and where possible we will try and meet those requests where we can. Sometimes for legal reasons, we are unable to do so. These reasons may also include our rules set out in Regulations. We also suggest that you book an appointment with us for face-to-face applications, where you wish such

special arrangements. This may include music (we normally will only play a clip of the chosen piece).

- 8.3 Once ashes are placed into the ground, we will not remove these as is normal practice, but on special request may consider doing so, but this will involve an application to the Secretary of State. We charge a fee for this, plus any expenses and costs associated with the exhumation. We will not remove any ashes from the scattering copse. For the columbarium, we can remove the urn upon request, this may be subject to a fee, and in doing so, where the niche is then empty will mean you forfeit that space. We reserve the right to refuse requests even where this could be granted.
- 8.4 Once a space in the columbarium has expired, we reserve the right to remove the urn, scatter the ashes and put the niche up for re-adoption, if it is not renewed. By Option, you can recover the urn /ashes from the niche at any time, by request, allowing 21 days' notice.
- 8.5 For an interment plot, we do not resell this space, even if we choose to remove the marker after it has expired.

## **9. Payment**

- 9.1 The cost of the Memorial and Grant of Exclusive Rights and the point at which the costs will be invoiced (including any required deposit) will be as stated in the Memorial Order and the payment option selected.
- 9.2 Payments are required at the time the Memorial Order is confirmed. A Memorial Order will not be processed before any deposit due has been paid. All other invoices must be settled within 28 days of the invoice date.
- 9.3 Should any account remain unpaid we reserve the right to remove the Memorial from the selected location in our grounds until payment is made.

## **10. Your rights to cancel the Contract between us and the charges payable**

- 10.1 You are entitled to cancel a Memorial Order without costs before any order has been placed and provided that we receive notice of your wish to cancel within 14 days of the date of the Memorial Order Form.
- 10.2 We will commence work on your Memorial once we have received your proof and agreed payment. If you wish to cancel a Memorial Order after payment of the deposit, we may retain a reasonable fee based on the work carried out and costs incurred by us up to the date of cancellation.
- 10.3 If the Memorial is in place on our grounds and you wish to remove the Memorial and relinquish your Exclusive Rights, you will then be entitled to do so

without any right of refund of any Fee. Deposits or Fees paid are non-refundable. YOU MUST inform us in advance of your wish to do so, this is without fee, but if you remove this without permission, we are likely to report the theft to the police.

## **11. Data Protection**

- 11.1 We will use the personal data you provide to us to:
  - a. provide the Memorial and Grant of Rights.
  - b. process your payment for it.
  - c. pass to third parties who are providing services as part of the Memorial Order as agreed with you.
  - d. To contact any of our contractor in connection with dealing with any ashes and for us to arrange the processing, collection or placing (interment) of them.

as more specifically provided for in our Data Privacy Policy which is available upon request.

Examples of the third parties to whom we may pass your data are the calligraphers, and producers of memorial plaques, though as a rule we will not share this information as we place the order. Therefore, the only details they will see is names, dates and any wording on the memorial. The producers will not normally contact you directly. We will however send information where ashes are involved and require placing into a scattering urn. Funeral directors who process the ashes on our behalf will not charge you any fee for doing so.

- 11.2 By Payment of the Invoice and either signing or allowing the Town Council to sign on your behalf, you agree to both these terms and conditions and our regulations. We always try and be fair and where possible make allowances for those grieving or have difficulties. If you feel you are not up to fully dealing with this, we suggest you get help from a friend or family member, or a member of the local church or community.