

TERMS AND CONDITIONS OF BUSINESS

- 1 MEMORIALS
11 Orders for memorials are subject to the approval of the individual cemetery or churchyard and work shall not be carried out on the memorial without such prior authorisation.
12 We are only able to accept orders for memorials from the legal next of kin
13 We are a member of the National Association of Memorial Masons
- 2 DEPOSIT
21 Upon the placing of an order for a memorial or other work the customer shall pay us a deposit of 50% of the overall price.
2.2 Customers are kindly reminded that all deposits are non-refundable
- 3 PAYMENT
31 The customer shall pay the balance of the cost of the item:-
3.1.1 For memorials -within seven days of the memorial being sited at the cemetery or churchyard
3.1.2 For other work- upon completion
32 Where payments due to us under 31 of this agreement are not paid in full within 30days of the due date we reserve the right to charge interest at 3% per month on the outstanding amount
33 No VAT is applicable on Churchyard and Cemetery fees.
34 All prices quoted for items are subject to a manufacturer's increase in cost of materials and may change from time to time
35 Any memorial order under £500.00 is payable in full upon placing the order.
- 4 MISCELLANEOUS
41 We regret that orders cannot be changed once the customer has paid the deposit
4.2 Any products purchased may be subject to minor differences in detail to that shown in brochures or within showroom.
4.3 All Fitting and delivery dates are genuine forecasts but cannot be guaranteed and responsibility cannot be held by Orchard Memorials for late deliveries.
4.4 It is the customer's responsibility to check all products and services and notify Orchard Memorials of any problems within 3 days of receiving the products, outside of this time scale Orchard Memorials will not be held responsible for any problems/damage.
45 Orchard Memorials will not accept any responsibility for damaged goods once they have been collected and left our premises, it is the customer's responsibility to check all goods thoroughly.
4.6 All goods shall remain the property of Orchard Memorials until the full purchase price thereof shall be paid. If payments due to us in respect of items are not made in full within 30 days we shall be entitled to enter collect and remove the items from the customer's property or churchyard forthwith. We accept no liability for any damage caused to the said item or customer's property during its removal.
- 5 CANCELLATION
Under the terms of this agreement the customer has no right to cancel the order after the deposit has been paid
- 6 LIABILITY
61 We only use natural materials and cannot guarantee the colour and texture of the finished memorials and mantels which may vary from time to time. A description of the materials used is set out in the attached schedule.
6.2 We shall only make memorials and items according to the customer's specific requirements and accordingly shall accept no liability in respect of complaints relating to the lettering, colour, texture, size, style and material of the finished memorial.
63 Where Orchard Memorials are asked to fit products, all areas involved must be cleared and furniture covered prior to our arrival. In the event of Orchard Memorials employees having to move furniture and artefacts etc no responsibility will be held by Orchard Memorials for any damage.
6.4 The customer shall at all times have reasonable regard to the safety of our staff who may visit their premises during the course of their working duties.
65 When our staff visit customers premises in the course of their working duties we shall accept no liability in respect of any damage loss or injury caused to our staff, the customer or customers property except where damage loss or injury is as a result of the negligence, acts or omissions of our staff

By signing/accepting our quote you acknowledge that you have read and understood the foregoing contractual provisions and you have had an opportunity to take independent legal advice on the same. You further acknowledge that you have not been placed under any pressure or duress to enter into this agreement.