

Memorial Services Terms and Conditions (Distance)

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you and other important information.

2. Information about us and how to contact us

2.1 **Who we are and how to contact us.** We are the Bereavement Services Department of Kirklees Council, a local authority in England and Wales. You can contact us by telephoning us at 01484 456999 or by writing to us at Bereavement Services, Huddersfield Crematorium, Fixby Road, Huddersfield HD2 2JF. Email: crematorium.services@kirklees.gov.uk.

2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. It is your responsibility to notify us of change in contact details and to ensure that your next of kin is aware of the memorial lease documentation. Please inform us of your next of kin's contact details if at all possible.

2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 **How we will accept your order.** Our acceptance of your order will take place when we notify you that we have accepted it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services or refund any amount already charged.

4. Your rights to make changes

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

5. Our rights to make changes

5.1 We are responsible for the maintenance of the crematorium and its grounds and the authorised memorials contained within them. We reserve the right to change the appearance and general layout of the crematorium or the memorial grounds at our discretion. We will notify you before any significant changes are made and consideration will be given to your views on the changes.

6. Providing the services

6.1 **When we will provide the services.** We will supply the services to you from the date the memorial is put in place until the expiry date of your memorial certificate.

- 6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.3 **Where we will provide the services.** We will provide the services at either Huddersfield Crematorium or Dewsbury Crematorium, as stated on your memorial certificate.
- 6.4 **Renewal of the services.** We will attempt to contact you approximately 8 weeks before the expiry date of your memorial. If you decide to renew your memorial the price of renewal will be based on our then current prices. Memorials will be removed after the date of expiry if you decide not to renew the memorial. Memorial plaques will be available for collection at the Crematorium for a maximum of 2 months after the date of expiry.
- 7. Memorials and maintenance**
- 7.1 **Right to refuse memorials.** We reserve the right to refuse any memorial that we deem to be unsuitable.
- 7.2 **Ownership of memorials.** Memorials will remain our property.
- 7.3 **Damage to memorials.** We cannot accept any responsibility for any damage to memorials unless the damage is caused by our negligence. We will maintain them and replace them as we deem appropriate.
- 7.4 **Placement of memorials.** Memorials must not be moved from the position identified at the time your order is confirmed. We may move memorials for maintenance purposes or in accordance with clause 5.
- 7.5 **Maintenance.** We are responsible for the maintenance of the crematorium and its grounds and the authorised memorials contained within them. However, we rely on feedback to inform us if a particular memorial requires maintenance. Please let us know if a memorial requires attention. Roses and trees will be trimmed and maintained by us as required and planted memorials will be replaced with a suitable alternative as required at our discretion.
- 7.6 **Errors on memorials.** We will correct any errors or omissions on memorial inscriptions free of charge. We will not be responsible for errors made by you when the order is made and we may charge an additional fee to correct such errors.
- 7.7 **Other items.** In relation to other items that are not memorials covered by this contract:
- (a) Fresh and artificial flowers, small pot plants and mementos can be placed adjacent to memorials. However, they must not be left in wrappers and will be removed and discarded as they show signs of deterioration at our discretion.
 - (b) Items on metal stakes, sticks or hooks can be placed only in the flower container provided and must not exceed 12 inches in height.
 - (c) Items made of glass or ceramic are not permitted for health and safety reasons and will be removed and disposed of.
 - (d) Placing or hanging items in rose trees or ornamental trees is not permitted.
 - (e) Planting or burying items within the Crematorium grounds is not permitted.
 - (f) We reserve the right to remove any memorial that is not purchased from us.
 - (g) Seasonal tributes such as Christmas wreaths may be placed near to memorials or in the Chapel of Remembrance. These will be removed from the crematorium grounds by the end of January.

- (h) We do not accept any responsibility for any floral tributes, plants or other items left within the crematorium grounds.

8. Your right to cancel

- 8.1 **Right to Cancel.** You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- 8.2 **Exercising the right to cancel.** You must notify us of your decision to cancel this contract by a clear statement at the contact details set out in clause 2.1. You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 8.3 **Effects of Cancellation.** If you cancel this contract, we will reimburse to you all payments received from you, including any delivery costs (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 8.4 **Performance of services during your cancellation period.** If you have requested that we begin the performance of the services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you communicated to us your wish to cancel, in comparison with the full coverage of the contract.

9. If there is a problem with the services

- 9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning us on 01484 456999 or by writing to us at Bereavement Services, Huddersfield Crematorium, Fixby Road, Huddersfield HD2 2JF. Email: bereavement.services@kirklees.gov.uk . .
- 9.2 **Our complaints procedure.** A copy of our complaints procedure can be found at <https://www.kirklees.gov.uk/beta/contact-the-council/complaints-procedure.aspx>.

10. Price and payment

- 10.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing.
- 10.2 **When you must pay and how you must pay.** We accept payment by Debit and Credit card. You must pay for the services when you place your order. We will not begin to perform any services until we have received payment.

11. How we may use your personal information

- 11.1 **How we will use your personal information.** We will use the personal information you provide to us to provide the services and to process your payment for such services.
- 11.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

12. Other important terms

- 12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in

writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 12.2 **Your right to transfer this agreement.** You may only transfer your rights or your obligations under these terms to another person with our written consent.
- 12.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 12.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Kirklees Council [Bereavement Services, Huddersfield Crematorium, Fixby Road, Huddersfield HD2 2JF.

Email: bereavement.services@kirklees.gov.uk .

I/We* hereby give notice that I/We* cancel my/our* contract for the supply of the following service,

Ordered on,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

* Delete as appropriate
© Crown copyright 2013.