

Terms & Conditions for Memorialisation At The Oaks Havant Crematorium

Feb 2015

These Terms and Conditions relate to a Memorial or a Grant of Exclusive Rights, purchased at The Oaks Havant Crematorium.

Definitions

The Oaks:	The Oaks Havant Crematorium (and its successors in title) whose registered office is 1000 Lakeside, Western Road, Portsmouth, Hants, PO6 3FE or its duly appointed agents The Oaks Crematorium, Bartons Road, Havant.
The Owner:	The person registered as the Grantee as stated on the Grant of Exclusive Rights documentation as issued by The Oaks.
The Applicant for Cremation:	The person who applied for the cremation to take place and who signed the Statutory Form 1 for Cremation.
Grant of Exclusive Rights:	A certificate issued for an agreed sum, stating who the Grantee is, the agreed location and term.
Exclusive Right Period:	The number of years stated in which the Owner has the right to have a Memorial located within a specific designated area of The Oaks grounds.
Memorial Order:	The services specified on the Order Form for Commemoration of Cremated Remains.
Applicant:	The person who has signed and completed the Memorial Order Form.
You:	The Applicant
Us, We:	The Oaks Crematorium

The Agreement

1. On receipt of your completed and signed memorial order form, confirms that you are agreeing to buy the stated memorial and services upon the following terms and conditions of business.

The Grant of Exclusive Rights

1. Exclusive Right Period will vary in years according to the type of memorial chosen and the period chosen by the owner.
2. The fee paid to The Oaks for the Exclusive Right Period is for a specific designated plot within its grounds for the specified number of years.
3. The Grant of Exclusive Rights issued accords the nominated Owner the right to inter Cremated Remains only above ground, and to place an agreed memorial on the specified location.
4. The Owner must ensure they notify The Oaks of any change to their contact details (minimum of name, address and email) so they can fulfil their obligation to contact them as the lease nears expiry or to give notice of any updates or amendments to any Terms and Conditions of The Oaks.
5. At the end of any Exclusive Right Period the past Owner has the right to renew it subject to the current day rules, regulations and prices.
6. The Oaks is responsible for the maintenance of the Memorial Gardens, Woodland Glade, Memorial Mounds and the general grounds of the Crematorium, as such it reserves the right to change the general appearance and lay out of the grounds at their discretion. Any changes made would not disturb existing memorials, until the lease period has ended.

Memorials

1. All Memorials must be purchased via The Oaks.
2. The Memorial and its associated costs are in addition to the Grant of Exclusive Rights paid.
3. The Oaks will attempt to complete the memorial order within the approximate date given. However, should the delivery date change we will make contact with the applicant to confirm the new estimated completion date.

Please note: If alterations to the original order are made this may cause a delay in completion of the memorial.

4. Lead Times

- a. The completed order date will be registered as the date that the deposit is received.
 - b. Within 2 weeks of the order date the applicant will receive the proof of the inscription which they are required to approve and sign. If any modification is required to the proof by you, then notification should be given to us and a revised proof will be sent within 5 working days.
 - c. On the date of receiving the signed proof, the order will be put into production and will be delivered to us in approx. 10 weeks at the earliest. This is a maximum lead time which facilitates the supply of all aspects of the orders.
5. Memorials purchased remain the property of the Owner once full payment has been received. Memorials are to remain exactly how depicted in the brochure and how purchased with no additions, decoration etc. being made.
 6. The Oaks will write to the Owner of the Grant of Exclusive Rights when it is due to expire asking if they wish to renew. Should they decide not to renew, they will be requested to remove their personal memorial from The Oaks grounds.
 7. The physical removal of the Memorial from the actual leased location is the responsibility of and will only be completed by The Oaks personnel.
 8. The removal of the Memorial from The Oaks grounds is the responsibility of the Owner and should be completed in liaison with The Oaks personnel and should be completed within 28 days of the lease expiring.
 9. Should the past Owner not wish to collect the Memorial, The Oaks can arrange a disposal if requested at a nominal charge.
 10. The Oaks reserve the right to remove memorials where leases have expired and where no contact has been received from the Owner. This will be done after 28 days of the lease expiring.
 11. The Oaks reserve the right to dispose of any removed memorials which have not been collected.
 12. Memorial Orbs and other memorials which have been solely used to inter Cremated Remains, and that are to be removed under instruction of the Owner at the end of the Lease Term, will attract a charge for the difference of the partial VAT not paid at the beginning of the lease period. Details available on request.

13. Owners choosing not to purchase the Grant of Exclusive Rights and require the memorial to be externally sited, an addition charge of 20% will be added to the overall memorial cost.
14. Due to the nature of the natural material of the Woodland Orbs, if at the end of the Exclusive Right Period a new Grant of Exclusive Rights is purchased, a formal assessment of the condition of the Orb will be carried out to ensure its continued suitability and security is acceptable for the whole, or part thereof, of the new lease.
15. General care and maintenance of the Memorial remains the Owners responsibility, subject to provisions within any warranty or guarantee provided.
16. The Oaks does not accept responsibility for any damage to Memorials unless caused by and proven by its own negligence.

The Book Of Remembrance

1. Applications for the Book of Remembrance can be accepted from anyone wishing to place an entry with the consent of the Applicant..
2. Inscriptions, Motifs and Emblems will be within keeping and in good taste for a Book of Remembrance.
3. The Oaks reserve the right to alter (with prior consent) or refuse any entry it feels unacceptable / unsuitable / offensive etc. for whatever reason.
4. All inscriptions are permanent and cannot be removed once completed.
5. Reference material supplied by the applicant will be treated with care and discretely and carefully filed. However, loss or accidental damage can occur and The Oaks do not accept any responsibility should this happen. We strongly advise the applicant to make and retain copies of any such material.
6. The style and layout of the lettering is defined by the artist only, and cannot be modified or altered in anyway.
7. The maximum number of lines for any one inscription is 8, multiple inscriptions for a single deceased are permitted.
8. Portraits will not be allowed as an illustration in place of an inscription
9. Reservations within the Book are not available and cannot be made.

Cremated Remains

1. Cremated Remains remain the responsibility of the Applicant for Cremation unless written authority to the contrary is received.
2. All interments of Cremated Remains will be above ground and will be within a Cremation Casket supplied by The Oaks, with an inscribed nameplate which will include the deceased full name, date of death and age.
3. If Cremated Remains are required to be removed from any Memorial at any time, this can only be carried out by trained and authorised personnel from The Oaks.
4. At the end of a Exclusive Right Period, should the Owner decide not to re new the existing Grant of Exclusive Rights or wish to purchase a new Grant of Exclusive Rights in a different location within the grounds, the Cremated Remains will be removed from the Memorial and unless otherwise instructed by the Owner in writing during the Exclusive Right Period, will be disposed of in accordance with the instructions given by the Owner at the lease's purchase.

Warranty & Guarantees

We guarantee subject to the conditions and specifications stated below that should any memorial supplied prove to be faulty in workmanship or material used in the main construction the memorial will be made good, or, if this is not possible, replaced without any expense to the owner

Conditions:

1. Natural quarried materials can vary in colour and texture, this guarantee relates only to the type and soundness of the material and not to its colour or texture.
2. This guarantee applies only where an order clearly stating the type of material, the finish, the dimensions of the memorial and the full text of the inscription has been signed by the Applicant and received by The Oaks.
3. This guarantee shall not apply to any 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 The Oaks.
4. This guarantee shall not cover natural weathering, erosion or damage to the memorial.

5. This guarantee shall not apply for any damage/repair following vandalism. It is recommended that memorial insurance is purchased to cover such events.
6. The following specific Warranties and Guarantees are applicable to the memorialisation that is sold via The Oaks Crematorium:-

a. Stone Memorial Orbs

The stone element and structural entity of the Orb is guaranteed not to fail through its natural contracted lifespan of any Exclusive Right Period that is purchased up to a maximum of 20 years.

Over time this product will change in appearance in accordance with its environment and the weather to which it is required to be exposed.

b. Ornamental Stone Orbs

The stone element of the Ornamental Orb is guaranteed as above, the stainless steel embellishment is structurally guaranteed for up to 10 years. It should be noted that the material will become slightly more sober in appearance over time.

c. Woodland Memorial Orbs

The wooden element and structural entity of the Orb will be guaranteed as being fit for purpose for recipient housing of Cremated Remains caskets for a period of up to 10 years.

As this is a natural timber product, it will be liable to vary in appearance in that the grain lines may expand and contract and vegetation will form in accordance with the surrounding environmental conditions, which is a feature attributed to the product style as an asset.

d. Granite Tablet / Plaque

The Granite Tablet set within the stone orbs are guaranteed for up to 20 years. The Granite Tablet set within the woodland orbs are guaranteed for up to 10 years

e. Ceramic Photo Plaques

These are guaranteed against fading for the period of the Exclusive Right Period chosen.

Please note

Colour matching: Due to the highly complex nature of creating colours approx. 850 degrees centigrade, no guarantee is given the colouring will give an exact match to that of any photograph.

f. Inscriptions

Gold Leaf inscriptions are guaranteed for up to 5 years.

No abrasive materials should be used when cleaning Inscriptions. Cold water washing will be perfectly adequate.

The Owner should periodically ensure the tablet / plaque remains free from vegetation from trees etc., which might contaminate the gilding.

g. Posy Holders

These are guaranteed for the lease period for the memorial to which it is fixed.

Memorial Gardens, Memorial Scattering Area, Wildflower Meadow, Woodland Glade and Memorial Mounds

1. The planting of any trees, shrubs, bushes, plants, bulbs, seeds etc. of any kind in to the soil of the grounds is strictly prohibited. Items planted or found will be removed immediately and without notice.
2. Personal items / memorials are strictly prohibited. The placing of any fences, kerbs or surrounds, artificial flowers, trinkets, wind charms, toys, windmills, gravel, ornaments, glass, vases, statues, candles / lanterns or other personal effects / memorabilia etc. of any material anywhere within the grounds will be removed immediately and without notice.
3. The placing of vases, containers or receptacles whether they be wooden, metal or plastic within the grounds are not permitted unless they are an integral part of a memorial which has been supplied by The Oaks.
4. Stakes and plaques of any sort, other than those supplied by The Oaks will be removed immediately and without notice.
5. No items may be placed on or attached to any tree or shrub within the grounds.
6. Flowers left for a specific memorial (other than those on the day of a funeral) should be fresh **cut flowers only** and **without cellophane or wrapping** (potted plants or other similar items found at a memorial or within the grounds will be removed without notice and held for 3 days before disposal).
7. Flowers left for a Birthday, Anniversary and General Remembrance should be placed in the weeks designated Remembrance Area. These will be removed and disposed of as and when they show signs of deterioration.
8. Flowers left at seasonal times such as Valentines Day, Mothers and Fathers Day, Easter, Remembrance Day and Christmas, should be laid in the specifically named Remembrance Area. These will be removed and disposed of as and when they show signs of deterioration.

Payment

1. Cost.

The cost of the total memorial order will depend upon the individual memorial or ancillary services specified therein.

2. Payment Method.

a. A deposit of 50% of the memorial and Grant of Exclusive Rights cost must be made before the memorial order can be processed for completion.

b. At completion the remaining balance for the memorial will be due along with the cost of the chosen Exclusive Right Period.

c. Payment options available for Grant of Exclusive Rights (Excludes Ornamental Orbs) are as follows:-

i. The entire amount paid in full

ii. 50% of the amount which relates to the first half of the Exclusive Right Period with the remaining 50% being paid by instalments via Direct Debit over a number of months depending on the Exclusive Right Period selected.

The Payment Options for the remaining 50% for the 2nd half of the Exclusive Right Period are as follows:-

5 Yr - 6 months

10 Yr - 12 months

15 Yr - 18 months

20 Yr - 24 months

3. The memorial and what has been specified on it will remain the property of The Oaks, until such time as full and final payment has been received.

4. A Grant of Exclusive Rights Certificate will be issued by The Oaks once the memorial has been placed in situ providing a minimum of 50% of the entire order has been paid. Although issued to the Owner the ownership of the Grant of Exclusive Rights remains with The Oaks and will only transfer to the Owner once full payment has been received.

5. The account will be due for payment within 28 days of the invoice date. We reserve the right to add interest at 4% per annum above the base rate of the Co-operative Bank Plc until payment is made applicable after as well as before judgement. The interest will accrue on a daily basis and be made payable on demand. Should the account be referred to a collection agency all charges will become the applicant's responsibility.

6. Should any account remain unpaid The Oaks reserve the right to remove the Memorial, along with any associated Cremated Remains within it from its location and its grounds until such payment is made. Should full payment not be received, and after fair and reasonable requests have been made, unless otherwise instructed by the Owner in writing during the Exclusive Right Period the Cremated Remains will be disposed of in accordance with the instructions

given at the time of the order and contract. The right of ownership to any Grant of Exclusive Rights or memorial will be forfeited as well as that of any monies paid toward them.

Indemnity

1. The client is to indemnify The Oaks in full and hold it harmless from all expenses and liabilities it may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Applicant of any of their obligations under these Terms.
2. This means that you are liable to us for losses we incur because you do not comply with these Terms. For example, we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

Data Protection

1. We respect the confidential nature of the information given to us and, where you provide us with personal data, we will ensure that the data is held securely, in confidence and only used for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Data Protection Act 1998 you have the right to know what data we hold on you and you can, by applying in writing and paying a fee, receive copies of that data.

Cooling-Off Period

(Applicable only to orders being contractually signed anywhere other than at The Oaks)

1. The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 will give you the right to terminate this agreement in the cooling-off period of fourteen days.
2. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you.

3. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

Cancellation

1. In the event that the applicant wishes to cancel the stated memorial order before any deposit has been paid, confirmation of cancellation must be provided in writing within 28 days from completion of the memorial arrangement order form.
2. In the event that the applicant wishes to cancel the stated memorial order, they may be asked to pay all fees/costs which have been paid or are committed to be paid, plus a reasonable amount based upon the work carried out up to the time the termination is received. This may result in The Oaks exercising its right not to return any deposit paid.

Complaints Procedure

1. It is The Oaks intention to offer the highest level of service. However, should you have a complaint regarding the memorial order or our service please write to:

Crematorium and Cemetery Manager
The Oaks Havant Crematorium
Bartons Road,
Havant.
PO9 5NA

We will attempt to fully investigate and respond to the complaint within a period of 28 days.

General

1. These Terms and Conditions, together with the Order Form for Commemoration of Cremated Remains at The Oaks Crematorium, make up the Agreement between The Oaks Crematorium and the Applicant/Owner concerning the selected Memorial Order. These Terms and Conditions do not affect the rights you have as a consumer, buying products and services.
2. No other person (including the Applicant or their Representatives) has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any

term of this agreement. This does not affect any other rights these people may have.

3. If any part of the Agreement is not effective the remaining parts still apply.
4. English Law will apply to the terms of this agreement.
5. The Oaks reserve the right to review and alter these Terms and Conditions at anytime without reference or consent to any owner of a Memorial or Lease.
6. No interest will be payable on the payments you make to purchase your memorial.

