

These are the terms and conditions on which Tester & Jones Limited ("we", "us", or "our") supply goods and/or services to you.

We are independent funeral directors and monumental stone masons and we provide a range of professional funeral services and related goods. We are registered in England and Wales under company number 05186813 and our registered office is at 30/32 Gildredge Road, Eastbourne, East Sussex, BN21 4SH.

You can contact us by telephoning our team on 01892 611811 or by writing to us at information@testerandjones.co.uk or our premises address of London Road, Crowborough, East Sussex TN6 2TT. 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. When we use the words "writing" or "written" in these terms, this includes emails.

Please read these terms carefully before you place your order with us. These terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

## **1. OUR CONTRACT WITH YOU**

1.1 For funerals, our acceptance of your order will take place when we tell you that we are able to provide you with our services, which we will also confirm the funeral arrangements in writing to you, at which point a contract will come into existence between you and us. You accept that we may incur costs in providing services to you before the contract commences and you further agree that if you subsequently decide not to proceed we may charge you our reasonable costs for those services.

1.2 For all other services and goods we provide to you, our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

1.3 If we are unable to accept part or all of your order, we will inform you of this in writing and will not charge you for the goods or services. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or services, or because we are unable to meet a delivery deadline you have specified.

## **2. OUR GOODS AND SERVICES**

2.1 We will provide the goods and/or services to you set out in your order.

2.2 The goods we provide to you will:

2.2.1 correspond to the description and any specification you agree with us (see clause 11 below); and

2.2.2 be of satisfactory quality and fit for any purpose which we inform you of or that you make known to us.

2.3 We will deliver the services to you with reasonable care and skill.

## **3. YOUR RIGHT TO MAKE CHANGES**

3.1 If you wish to make a change to the goods or services, you have ordered, 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 goods and/or services, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7.2).

## **4. OUR RIGHTS TO MAKE CHANGES**

4.1 We may make minor changes to the goods or services to reflect changes in relevant laws and regulatory requirements for example at certain times viewings of the deceased may not be

possible due to contamination risks or churchyard regulations may not permit certain types of headstone.

4.2 If we have to make any other changes to these terms or the goods or services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods or services paid for but not received.

## **5. PROVIDING THE GOODS AND SERVICES**

5.1 If there is any cost of delivery of any goods we will inform you of the cost over the telephone or in writing.

5.2 During the order process we will agree with you the estimated delivery date for the delivery of any goods and the provision of any services.

5.3 You will own the goods, and the goods will be your responsibility, from the time we deliver the goods to the address you gave us for delivery.

5.4 We may need certain information from you so that we can supply the goods and/or services to you, for example, your address and access to the property, grave number and in the case of a memorial, permission from the church or cemetery authority. If so, this will have been explained to you and we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## **6. PRICE AND PAYMENT**

6.1 The price of the goods or services will be the price as told to you at the time you place an order with us. We use our best efforts to ensure that the price of the goods or services advised to you are correct. However please see clause 6.3 for what happens if we discover an error in the price of the goods or services you order.

6.2 You agree that you are responsible for paying us the full price of the goods or services when such payment falls due, before, and irrespective of the receipt of any sums due from any third party, including but not limited to any Government contribution.

6.3 It is always possible that, despite our best efforts, some of the goods or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the goods and/or services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the goods and/or services at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

6.4 You must pay for the goods and/or services within 28 days of us providing you with a valid invoice.

6.5 If you do not make any payment to us by the due date we may charge our extended credit fee of £95.00 plus interest to you on the overdue amount at the rate of 3% per month. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

6.6 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

6.7 We may also charge you for any reasonable costs and expenses incurred by us as a result of your failure to pay amounts as they fall due.

## **7. YOUR RIGHT TO CANCEL**

7.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most goods or services bought over the telephone, by exchange of emails or away from our premises, you have a legal right to change your mind within the relevant cancellation period and receive a refund as follows:

7.1.1 Cancelling an order for goods. For goods you have bought from us you have the right to change your mind and cancel within 14 days after the day you (or someone you nominate)

receives the goods. You do not have the right to cancel if you change your mind in respect of goods that are made to your specification and/or clearly personalised to the deceased, including but not limited to, coffins, obituaries, floral tributes and engraved memorials. This is because we would be unable to re-use these goods for another client if you cancelled and therefore unfortunately we cannot accept cancellations of such goods.

7.1.2 Cancelling an order for services. For services you have ordered from us you have the right to change your mind and cancel within 14 days after the day on which we accept your order. By signing our order form you expressly request that we commence the services within the 14 day cancellation period provided by the Consumer Contracts Regulations 2013. You acknowledge that if the services are fully performed within the 14 days cancellation period, you will lose the right to change your mind and cancel the services under the Consumer Contracts Regulations 2013. If you cancel after we have started the services but before the services are completed, then you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.2 To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email). Our contact details are at the top of these terms, or you may use the model cancellation form in the Schedule to these terms, but you do not have to.

7.3 If you are exercising your right to change your mind in respect of goods which were delivered, and the goods are suitable for posting you must pay for the cost of return.

7.4 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 7.4.1 to 7.4.4 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided and you may also be entitled to compensation. The reasons are:

7.4.1 we have told you about an upcoming change to the goods or services or these terms which you do not agree to (see clause 4.2);

7.4.2 we have told you about an error in the price or description of the goods or services you have ordered, and you do not wish to proceed.

7.4.3 there is a risk that supply of the goods or services may be significantly delayed because of events outside our control;

7.4.4 you have a legal right to end the contract because of something we have done wrong.

## **8. OUR RIGHT TO END THIS CONTRACT**

8.1 We may end the contract for goods or services at any time by writing to you if:

8.1.1 you do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due; or

8.1.2 we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you.

## **9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

9.1 Our liability for any loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill is limited to the total contract price due by you to us. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

9.2 We shall not be liable for any loss or damage to your property or that of any other person unless caused by our negligent action or breach of the contract by us.

9.3 Nothing in these terms shall operate so as to exclude, limit or restrict our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any other liability the exclusion or limitation of which is not permitted by English law.

## **10. DELAYING EVENTS**

10.1 We will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a "Delaying Event") affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract

between us, nor will you be entitled to claim for any loss or damage howsoever arising as a result of a Delaying Event.

## **11. GOODS AND SERVICES SPECIFICATION**

11.1 The images of the goods in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture in our brochure accurately reflects the colour of the goods. For example, where goods are made of natural occurring material and/or quarried stone, we are unable to guarantee that such material will match the exact colour or appearance of the image in our brochure as natural variations in tone and texture, including natural blemishes, may occur. Your goods may vary slightly from those images.

11.2 If we are making the goods to measurements and/or providing the services to the specification that you have given us you are responsible for ensuring that these measurements and/or specification are correct. You can obtain information and tips on how to measure or provide the specification by contacting us.

## **12. THE DECEASED**

12.1 We make reasonable and proper efforts to care for the deceased's body and may carry out recognised embalming procedures in order to keep the deceased's body in a viewable state.

12.2 We reserve the right to refuse any person to allow viewing of the deceased at our property at any time including, but without limitation, if the deceased suffered from an infectious disease or where you have asked for the coffin to be closed.

12.3 Unless arising from a negligent action or breach of the contract by us, and we shall not be liable for:

12.3.1 loss of any jewellery, clothing or personal effects of the deceased or such items belonging left with the deceased but belonging to any other person. We strongly recommend that no valuable items are left on or with the deceased; and

12.3.2 any damage to the body of the deceased which is sustained before the deceased in under our full control.

## **13. CREMATIONS**

13.1 If the deceased is to be cremated, we will agree with you which crematoria will perform this service. On occasion it may be necessary for us to change the location at which the deceased is cremated, for example due to unforeseen temporary closure of a particular crematorium. In this event, we will inform you in advance of the change.

13.2 If requested by you as part of your order, we will collect the ashes of the deceased following cremation and store these for a reasonable period until you are able to collect them. We will store the ashes without charge for two years from the date we collect the ashes from the crematorium. We may store the ashes for a longer period where the deceased's ashes are to be buried with another in the future. If you have not collected the ashes during this time we will write to you using recorded delivery to advise you that the ashes require collection. We shall write to you three times in total. If we do not receive a response from you within 6 months of our final letter we will write to you to advise that we will be scattering the deceased's ashes, notifying you of the time and location for the scattering.

## **14. MEMORIALS**

14.1 If as part of your order you ask us to provide a memorial we will discuss with you, either in person, over the telephone or in writing, the layout of the lettering and the wording of any inscription to be inscribed on the memorial. Following this we will provide you with a proof inscription layout ("Memorial Proof") for you to review. You should check the Memorial Proof carefully and confirm acceptance to us. We shall not be liable for any errors in the inscription where the inscription conforms to the accepted Memorial Proof.

14.2 Any alterations required to a memorial, other than due to a mistake by us, may give rise to an additional charge which shall be a reasonable amount to reflect the additional work that we have had to undertake.

14.3 We guarantee:

14.3.1 the gilding and/or paint finish of any lettering on the memorial from fading, flaking, lifting for a period of three years from the date of erecting the memorial at the location advised by you

("Fixing"). This guarantee is conditional upon no modification having been made to the memorial, no cleaning agents or abrasive surfaces having been employed on the memorial and no damage having occurred to the surface of the memorial; and

14.3.2 the integrity of all joints for a period of ten years from the date of Fixing. This includes the integrity of the foundation, the joints between headstone and base and does not cover joints disrupted by memorial safety testing where the memorial has failed an accepted quantitative test. It should be noted that some joints are designed to 'give' under these circumstances especially where the memorial may be fixed in the knowledge that it will need to be removed for an added inscription in the future. Bolt fixings will not be affected by this exclusion.

14.4 While we use reasonable care when erecting memorials, we shall not be liable to you or any other person for any damage to any item placed on a grave, including planting and vases at the time of erecting or re-fixing a memorial.

14.5 We shall not be liable for any damage to a memorial once erected, however caused, including, but without limitation, damage caused from the sinking of the grave and/or flooding or collapse of the grave at any time, save only that we shall, within 6 months of the burial take reasonable steps to realign a memorial where the memorial becomes misaligned by earth settlement.

## **15. OBITUARIES**

15.1 We will discuss with you, either in person, over the telephone or in writing the layout and wording of an obituary which you ask us to place in a publication on your behalf. We will provide you with a proof obituary layout ("Obituary Proof") for you to review. You should check the Obituary Proof carefully and confirm acceptance of it. We shall not be liable for any errors in the spelling or wording of the obituary where the obituary conforms to the accepted Obituary Proof.

15.2 We accept no liability for a third party failure to publish an obituary or for any misspelling or inaccuracy in any obituary notice where the variation from the Obituary Proof is the fault of a third party.

## **16. GRAVE TENDING SERVICE**

16.1 We accept no responsibility for and no liability to you or any third party for:

16.1.1 any damage or loss of any memorial, plants, turf or items placed on the grave caused by a third party, severe weather or animal action.

16.1.2 the level of growth, death or shape of any planting supplied as part of the contract. This includes the effect of drought, disease or third party damage.

16.2 We will make every attempt to complete all work according to the scheduled frequency of visits and dates requested but we reserve the right to complete works according to limitations caused by weather, access to the grave, actions of churchyard or cemetery authority and availability of seasonal stock items.

16.3 None of our employees, other than a Director, are authorised to make any statement or warranty or representations as to the overall services supplied.

## **17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

17.1 We will use the personal information you provide to us:

17.1.1 to supply the goods and/or services to you;

17.1.2 to process your payment for the goods and/or services; and

17.1.3 if you agreed to this during the order process, to give you information about similar goods and/or services that we provide, but you may stop receiving this at any time by contacting us.

17.2 For further information on our use of your personal information please see our Privacy and Cookies Policy [here](#).

## **18. GENERAL**

18.1 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.2 Where the order is placed by two or more people, each of you will be jointly and severally liable for compliance with the obligations under these terms (this means that we are entitled to enforce our rights against one, some or all of you as we consider appropriate in the circumstances).

18.3 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.

18.4 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 and it will not 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 goods and/or services, we can still require you to make the payment at a later date.

18.5 These terms constitute the entire understanding between us in relation to a contract, so please tell us if anything we have said is not included.

18.6 These terms are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.

18.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit:

18.7.1 Complaints in relation to funerals to National Society of Allied & Independent Funeral Directors (SAIF) <https://saif.org.uk/>

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### **CANCELLATION FORM**

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

To: Tester & Jones Funeral Services, London Road, Crowborough, East Sussex TN6 2TT  
Tel: 01892 611811 email: [information@testerandjones.co.uk](mailto:information@testerandjones.co.uk)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods  
[\*]/for the supply of the following service [\*,.....

Ordered on [\*/received 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