



## **Best Memorials: Order Terms and Conditions**

1. Please do not sign the order form unless you wish to be bound by the conditions of contract set out below.
2. Customers are advised to check all details on this form carefully particularly with reference to the inscription, that is the spelling and dates in the inscription. Best Memorials is not liable for any inscription errors after the customer has signed off on the inscription layout document.
3. While every effort is made to ensure delivery within a reasonable time no responsibility can be accepted for delay due to weather condition, non-delivery of materials, Shipping delays due to adverse weather or sailing schedules, force majeure, including war, terrorism, labour disputes or other causes beyond control of Best Memorials or other episodes including acts of nature, beyond our control.
4. Prices quoted for any special order, alteration or additional work not included in the catalogue will be confirmed to the customer within 14 days of the order being placed. During this period, the company reserves the right to increase or decrease the price quoted or to reject altogether at their sole discretion.
5. All marble and granite included in our specifications are natural quarried materials and as such are subject to natural blemishes and smell defects. All such materials are sold subject to natural blemishes.
6. Where an order is for a memorial which incorporates kerbing, unless otherwise agreed, quotations are applicable only to enclosures not exceeding 6'6" x 2'6" situated on level ground (see next Clause).
7. It shall be the customers responsibility to notify Best Memorials prior to the order form being signed if the grave is situated on sloping ground. Best Memorials reserve the right to make an additional charge and/or to vary specifications if additional work is required to adapt the memorial to sloping ground or to otherwise comply with burial ground regulations.
8. Terms of Payment. A deposit is required with your order. The remaining payment shall be due prior to the fixing of the memorial. In the case of a delivery to either customers address or for export, full payment is required before the order is passed to our Works Department for processing. Payments sent by post shall be entirely at the risk of the customer.
9. Any dispute regarding payment for goods must be received by Best Memorials in writing, within 21 days of invoice.
10. Removal of memorials, with regards to clause 9. If a written dispute or full and final payment is not received within this period, Best Memorials reserves the right to remove all or part of any memorial and place in safe storing. When and only when final payment plus a re-fixing fee has been received the memorial shall be re-fixed in the burial ground as ordered.
11. Revision of price. Orders are accepted at current prices. Where delays are caused unduly by customers not complying with a reasonable request for information or payment of deposits, then Best Memorials reserve the right to revise the price.
12. Photo plaques. The excellence or otherwise of the photo plaque depends on the clarity of the photograph, no responsibility whatsoever can be accepted for the quality of the reproduction or for its durability and it is only under these terms that we can accept such instructions.
13. To comply with Burial Ground regulations it may be necessary to vary the specification. Any alteration that may be required will be illustrated on the Burial Grounds application form.
14. Title of good does not pass from Best Memorials until full and final settlement has been made on the account.
15. Best Memorials reserves the right to use photographs of any job supplied for the purposes of advertising and inclusion in brochures unless specifically requested not to by the customer, please let Best Memorials know in writing.