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Order #: 1225
Created on: **06-Sep-2022**
Expires: **05-Dec-2022**

Client Details

Mrs Karen Ward
2 Orchard Cottage , Warnford, Southampton SO323LG, GB
karen.ward68@icloud.com
+44 --
+44 07-7353-16849
Church/Cemetery Name:
St James church
Church/Cemetery Address:
Station Road, east tisted
Grave Number (if known):

Notes

Dear Mrs Ward Thank you for your memorial quotation enquiry, which I have updated with the churchyard permit fee and our fixing fee. If you would like to proceed, please sign the quote below. At this stage we ask for a deposit of 50% - this can be paid using the form below. If you have any questions or would like any further information please get in touch. Kind regards Gary Hart Mears Memorial Centre

Products & Services	Note	Unit price	Qty	Total Including VAT
	Permit fee Church Lawn SKU: Permit Church	£ 150.00	1	£ 150.00
 	Fixing Fee - Lawn Memorial SKU: FixLawn	£ 175.00	1	£ 175.00
	Churchyard - Nabresina SKU: MB191 Size: Alternative Overall Height: 2ft 6in Inscription: Bob newens 18-07-1930 - 08-07-2010 And Margaret newens 10-04-1934 - 13-05-2021 Together again Lettering: Black Churchyard	£ 1,425.00	1	£ 1,425.00

Summary

Total Including VAT:	£ 1,750.00
Deposit Required to Start the Order Process:	£0.00

Terms & conditions:

Within one hour of signing your quotation we will email you a link to make the deposit payment of 50%.

If you wish to make an immediate payment (during office hours) please call us on 020 8719 0910

BACS payments can be to the following account :-

Account Name: Mears Services Limit

Bank : NatWest

Account number : 91950082

Sort code: 60-04-02

Please use your surname as a reference.

Memorial Masonry is an age-old craft whose intrinsic skills and ability to produce memorials from scratch defines the true memorial mason. By entrusting us to help you memorialise your loved one, you can rest assured that our master craftsmen will create a memorial befitting their memory and which will endure for generations to come.

Using time-honoured techniques coupled with state-of-art computer-controlled routing and laser etching, the crafting, engraving and fixing of a new memorial will take, on average, between 10 to 12 months and fully bespoke memorials can take longer.

The first stage of the order process is to choose the shape and stone type of the memorial and place the order - do not worry at this stage if you have not decided on the wording that will be engraved on the memorial, this can be decided at a later time.

We will ask you to pay a deposit of 50% of the cost of the memorial - your order will only be confirmed when we receive the deposit. Once we have received your order we will contact the cemetery and obtain the correct permit fee. This will be added, if required, to your quotation at cost. Each cemetery will have their own fee structure.

Our expert memorial consultants will be on hand, keeping you advised of progress and providing assistance with the layout of the inscription. We provide up to four layouts free of charge to ensure the wording is absolutely right.

Once the memorial has been crafted and you have signed the final inscription layout we will ask you for payment on your final balance, our expert letter cutters will then cut the wording into the stone and apply your chosen finish (gold or silver gilt, white enamel etc). With our full NAMM standards in place.

1. Our Terms and Conditions

1. These are the terms and conditions on which we supply services to you.
2. 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, 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.

2. Information about us and how to contact us

1. We are Mears Family Funerals Limited, a company registered in England and Wales. Our company registration number is 10537574
2. Contact us by telephoning 01689 363001 or by writing to us at memorials@funerals.london
3. 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
4. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

1. Our acceptance of your order will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us
2. If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.
3. We will assign you with an order number to confirm your order. It will help us if you can tell us this number whenever you contact us.
4. Our website and brochures are solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Your rights to make changes

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, their timing 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

1. We may change the services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. These changes will not affect your use of the services.
2. In addition, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6. Providing the services

1. We will supply the services to you from the date set out in the invoice. The estimated completion date for the services is as told to you during the order process. or we end the contract by written notice to you as described in clause 8.
2. 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
3. If you have asked us to provide the services to you at your property and you do not allow us

access to your property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.

4. We may need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not provide us with this information, within a reasonable time of us asking for it, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or 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 providing the services late or not providing 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.
5. We may have to suspend the services to:
 1. deal with technical problems or make minor technical changes
 2. update the services to reflect changes in relevant laws and regulatory requirements;
 3. make changes to the services as requested by you or notified by us to you (see clause 5).
6. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 6 months you may contact us to end the contract if we suspend the services and we will refund any sums you have paid in advance for services not provided to you.
7. If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 5 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts
8. In the case of an added memorial inscription we will always match the new wording to the existing wording with regards to size, spacing and font to the best of our ability. Depending on the age of the original inscription, fonts will vary throughout the years so there may be slight variations for what is available to us at any given time.
9. The longevity of paintwork on any memorial will vary greatly depending on weather conditions, proximity to trees and we would always advise against the use of any abrasive cleaning materials such as bleach as these will erode the paint. Washing down with water is all that we would recommend.
10. Paintwork on plaques that are set flat on the ground will unfortunately weather faster than painted letters on an upright memorial. This is due to water sitting in the letters as it is not able to run off.
11. You have a five-year stability guarantee with your memorial so please do not hesitate to contact us should the ground move and cause it to lean.
12. Products may vary slightly from their pictures. The images of the products on our website or in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 5mm tolerance.
13. All natural materials supplied are subject to their natural markings. For example; veining, variations in colour, spars, soft spots, sand holes and micro fissures etc.

7. Your rights to end the contract

1. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

2. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
 1. we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2);
 2. we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 3. we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 6 months; or
 4. you have a legal right to end the contract because of something we have done wrong.
3. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. Our rights to end the contract

1. We may end the contract at any time by writing to you if:
 1. you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;
 2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
 3. you do not, within a reasonable time, give us access to your property to enable us to provide the services to you.
2. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
3. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 3 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. If there is a problem with the services

1. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning 020 3455 0305 or by writing to us at memorials@funerals.london
2. In the unlikely event there is any defect with the services:
 1. (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.
 2. (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within a month.

10. Price and payment

1. The price of the services (which includes VAT) will be the price set out in our quotation and/or

invoice at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.3 for what happens if we discover an error in the price of the services you order.

2. If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect
3. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
4. You must make payments as set out in the order, with a 50% payment required when placing the order . We accept payment by debit card, credit card and BACS.
5. If you think an invoice is wrong please contact us promptly to let us know.

11. How we may use your personal information

1. We will use the personal information you provide to us to:
 1. provide the services;
 2. process your payment for such services; and
 3. if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
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

1. We may transfer our rights and obligations under these terms to another organisation.
2. You may only transfer your rights or your obligations under these terms to another person with our written consent.
3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. 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.
5. 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.
6. 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.

On: