

## **James Long (Masons) Ltd – Terms and Conditions**

These Conditions of Sale apply to all orders placed with the Seller in **England and Wales**. They apply to **consumer and trade customers**. Where you are a consumer, nothing in these Conditions affects your statutory rights under the **Consumer Rights Act 2015** or the **Consumer Contracts Regulations 2013**.

### **1. INTERPRETATION**

In these Conditions:

- **Buyer** means the person or business who places an Order.
- **Consumer** means an individual acting wholly or mainly outside their trade, business or profession.
- **Seller** means the firm of memorial masons named in the Order.
- **Goods** means the memorial or stone supplied by the Seller.
- **Services** means all work carried out by the Seller, including design, inscription, lettering, fixing and installation.
- **Order** means a written quotation accepted by the Buyer and confirmed by the Seller.

### **2. BASIS OF CONTRACT**

An Order becomes a binding contract when accepted in writing by the Seller. These Conditions apply to the contract to the exclusion of any other terms proposed by the Buyer.

### **3. MATERIALS AND DIMENSIONS**

Natural quarried materials vary in colour, texture, etc. These natural variations are inherent characteristics of stone and are not defects. Samples, photographs and displays are provided for guidance only. The finished memorial may differ from any sample shown. All sizes and dimensions are approximate. Imperial measurements may be converted to metric or vice versa.

### **4. INSCRIPTIONS AND ORDER DETAILS**

The Buyer is responsible for checking Order details, including names, dates and inscription wording, before approving the Order. Once approval has been given and manufacture has begun, changes may not be possible or may incur additional cost. The Seller will provide the Services with reasonable care and skill. This clause does not limit the Buyer's statutory rights.

### **5. CEMETERY, CHURCHYARD AND BURIAL AUTHORITY RULES**

All memorials are supplied and installed subject to the regulations of the relevant Cemetery, Churchyard, Diocese or Burial Authority. The Seller shall not be responsible for delays, additional requirements or costs imposed by such authorities. Burial Authority fees are charged at the rate set by the authority at the time of installation.

### **6. PRICE AND PAYMENT**

The price shall be as stated in the Order. A deposit may be required on acceptance of the Order. Work will not begin until the deposit has been received and permissions granted. The balance of the price is payable within **30 days** of the invoice date, unless otherwise agreed in writing. If payment is late, the Seller may charge interest at **4% per annum above the Bank of England base rate**, calculated daily.

### **7. VAT**

VAT will be charged at the rate applicable in accordance with legislation in force at the time of supply.

### **8. COMPLETION AND INSTALLATION**

Any dates given for completion or installation are estimates only. The Seller will complete the Services within a **reasonable time**, considering material availability, weather conditions, ground conditions and the requirements of Burial Authorities. The Seller shall not be liable for delays caused by shipping delays, quarry shortages or other events beyond its reasonable control.

### **9. TITLE AND RISK**

Title to the Goods remains with the Seller until payment in full has been received in cleared funds. Risk in the Goods passes to the Buyer on installation or, where Goods are collected, on collection.

### **10. QUALITY AND GUARANTEE**

The Seller warrants that: Goods will be of satisfactory quality, fit for purpose and as described; and Services will be carried out with reasonable care and skill.

In addition to statutory rights, the Seller provides a **10-year guarantee** from the date of installation against faults arising from defective workmanship or materials. This guarantee does not cover natural weathering, colour change or patination; failure of gilded, painted or leaded lettering due to environmental conditions; vandalism or damage caused by third parties or Burial Authority works. This guarantee is in addition to, and does not replace, statutory rights.

### **11. LIMITATION OF LIABILITY**

Nothing in these Conditions limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation. For Consumers, the Seller does not exclude or limit liability where it would be unlawful to do so under the Consumer Rights Act 2015. For Trade Customers only, the Seller's total liability shall not exceed the price paid for the Goods and Services under the contract.

### **12. TRADE NAME**

Where permitted by the relevant authority, the Seller may discreetly affix its trade name on the memorial **only with the Buyer's consent**.

### **13. CANCELLATION (CONSUMERS)**

Where a contract is concluded by telephone, email or away from the Seller's premises, Consumers may have a statutory right to cancel within **14 days**. The right to cancel does not apply to Goods that are made to the Consumer's specifications or clearly personalised, including memorials of non-standard or non-stock size or stone type, once a deposit has been paid; required permissions have been granted; and materials have been ordered specifically to fulfil the Order. Where the Consumer asks the Seller to begin work or order materials during the cancellation period, the Consumer acknowledges that the right to cancel will be lost once this process has begun. Full cancellation rights and instructions will be provided at the time of Order where applicable.

### **14. TERMINATION**

The Seller may suspend or terminate the contract if the Buyer fails to make payment or commits a material breach of these Conditions.

### **15. GOVERNING LAW**

These Conditions are governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.