

Harbour View Woodland Burial Ground
Randalls Hill
Lytchett Minster
BH16 6AN
01202 630111



www.harbourview.co.uk

Terms and Conditions

June 2023

1. Interpretation

1.1 In these conditions:

Ceremony date: the specified date on which the ceremony itself is to occur.

Charges: the contract price which the Company shall charge the Grantee for a Plot.

Company: Tapper and Son (Poole) Limited (registered number 814967) whose registered office is at 32/34 Parkstone Road, Poole, Dorset BH15 2PG.

Contract: the contract hereby created between the Company and the Grantee in accordance with and subject to these Terms and Conditions for the provision of the Plot.

Deceased: the body of the deceased to be interred in a Plot.

Deed of Grant: a deed confirming ownership by a Grantee of the Plot therein specified for the period therein stated and subject to any conditions therein set out.

Grantee: the person with whom the Contract is entered into with the Company and to whom a Deed of Grant is issued, or their attorneys, but where the Grantee is also the Deceased then their executors or personal representatives.

Interment: either the burial of the Deceased or the burial of the cremated remains of the deceased.

Plot(s): means the burial site.

Site: the Harbour View Woodland Burial and Memorial Gardens, Randalls Hill, Lytchett Matravers, Poole, Dorset, the subject of the contract.

Terms and Conditions: means the rights and responsibilities of the Company and the Grantee contained within this document.

Urgent Timescale: means a situation where there is a critical need for the services to be performed promptly, typically due to factors such as imminent events, emergencies, time constraints, or specific client requirements.

The subject of the contract:

1.2 The contract is entered into between the Company of the one part and the Grantee of the other part by the Grantee requesting either verbally or in writing that the Company grants to the Grantee a plot.

1.3 A Plot shall be acquired for the period of years shown on the Deed of Grant given in respect of such Plot whether before or after Interment.

1.4 Where a Plot is acquired by a Grantee prior to Interment such Plot shall be reserved exclusively for the benefit of the Grantee or a member of the Grantee's family pending Interment and upon Interment such Plot is retained exclusively for the benefit of the Grantee and the family of the Deceased for the period of the Deed of Grant or the remainder of that

period where a Deed of Grant is issued prior to Interment.

- 1.5 By entering into the Deed of Grant, the Grantee agrees that these Terms and Conditions apply to the exclusion of and in place of any terms proposed or put forward by the Grantee. No verbal warranties, representations, agreements, or insurances will bind the Company other than as provided for in the Contract or by law.
- 1.6 The Company reserves the right to vary these Terms and Conditions at any time but not to the extent that the Grantee's position is thereby prejudiced.
- 1.7 In these Terms and Conditions except where the context otherwise requires the singular shall include the plural and vice versa, any gender includes all genders, words denoting persons includes bodies corporate and unincorporated associations and partnerships and vice versa.

2. Control of Procedure

- 2.1 The Company shall have absolute discretion in relation to the landscaping, layout, design and to any alterations or building from time to time on the Site and all Plots within the Site.
- 2.2 The Company shall have full discretion as to the conduct of any ceremony or activity at the Site either upon Interment of the Deceased or at any time thereafter and the Grantee shall give to the Company reasonable written notice of the details of such activity and the Company may impose such conditions as it may in its absolute discretion require or refuse consent to any such ceremony or activity.
- 2.3 The Company shall have full control over all Interments carried out at the Site and may in its absolute discretion decline to permit access to the Site to any funeral director or other person or body concerned with the provision of funeral services in relation to the carrying out any services at the Site.

3. The Company's Charges

- 3.1 Charges shall in each case be invoiced to the Grantee and the Grantee acknowledges that all other necessary arrangements with third parties (such as with ministers, cemeteries, (where applicable) crematoria and newspapers) will be made by the Company acting exclusively as agent for the Grantee and the Grantee acknowledges that they shall be responsible for any third party charges. The Company undertakes to disburse third party charges on behalf of the Grantee and recover this disbursement from the Grantee. All disbursements incurred by the Company on behalf of the Grantee are to be shown on the Company's invoice at the third party's normal rates.
- 3.2 All invoices from the Company shall include VAT at the applicable rate.
- 3.3 Charges are payable by the Grantee without any right of set off within 30 days after receipt by the Grantee of the Company's invoice.
- 3.4 The Company is entitled to charge the Grantee interest at the rate of 2% above the base rate of Lloyds Bank Plc from time to time on any sums due to the Company which remain unpaid at the expiration of 30 days from the date of the Grantee's receipt of the Company's invoice until payment.

4. Indemnity

- 4.1 The Grantee indemnifies the Company in full and holds the Company harmless from all expenses and liabilities they may incur (directly or indirectly including financing costs, and including legal costs on a full indemnity basis) following any breach by the Grantee of any of their obligations under these Terms.

This means that the Grantee is liable to the Company for losses the Company incurs because the Grantee does not comply with these Terms. For example, the Company may charge the Grantee an administration fee where they receive a cheque from the Grantee which is subsequently not honoured or if the Company write to remind the Grantee that an account is overdue. If Tapper instructs debt collection agents they may also recover from the Grantee the fees they incur. Further details regarding these fees are available on request. Tapper may claim those losses from the Grantee at any time and, if Tapper have to take legal action, they will ask the Court to make the Grantee pay their legal costs.

4. Cancellation Notice

4.1 Where a booking is placed by the Grantee;

While we strive to deliver a prompt and exceptional level of service, there may be circumstances beyond our control that prevent us from fulfilling our obligations on the specified Ceremony Date. In such cases:

- a. We will contact the Grantee in advance (or in cases of emergency as soon as possible) and propose alternative arrangements.
- b. If the alternative arrangements fail to meet the Grantee's satisfaction and the Company are unable to offer any other suitable arrangements, the Company will reimburse the Grantee within thirty days of the ceremony date for any advance payment, deposit, or pre-payment made, excluding disbursements and fees already incurred.

5. Cooling off period

- 5.1 The Grantee acknowledges and agrees that a cooling off period of 14 days shall apply to any contract or agreement entered into with the Company for Interment services.
- 5.2 To exercise the right to cancel within the cooling off period, the Grantee must provide a written cancellation notice to the Company. The notice should clearly state the intent to cancel and include the client's name, contact information, and details of the contract or agreement being cancelled.
- 5.3 The written cancellation notice should be delivered to the Company's address specified in the contract or agreement or email to the designated contact person, as provided by the Company.
- 5.4 Upon receipt of the cancellation notice within the cooling off period, the Company shall promptly confirm the cancellation in writing to the Grantee, acknowledging the cancellation and confirming that no further obligations or charges shall apply.
- 5.5 If any payments have been made by the Grantee to the Company prior to the cancellation, the Company shall refund the full amount within 14 days of receiving the cancellation notice. The refund shall be processed using the same payment method used by the Grantee for the original transaction, unless otherwise agreed upon by both parties.
- 5.6 If the Grantee chooses to request the immediate commencement of services, they retain the right to cancel; however, they will be responsible for compensating the Company for the value of the services rendered and any disbursements incurred until the cancellation point.
- 5.7 If the services are fully provided within the 14-day period with your agreement, your right to cancel shall be forfeited.
- 5.8 The cooling off period is not applicable to services delivered under an Urgent Timescale.
- 5.9 In the event of any dispute or disagreement regarding the cancellation or application of the cooling off period, both parties agree to make reasonable efforts to resolve the matter amicably through negotiation and, if necessary, seek mediation or other alternative dispute resolution methods before pursuing legal action.

6. The Site

- 6.1 No headstone, bedstone, edging or other stone, vase, ornament or any other structure or article shall be placed upon or situate on or around any Plot at any time other than stones or other grave decoration purchased from and inscribed and decorated by the Company and in a position approved by the Company.
- 6.2 No bulbs, plants or flowers or any other form of foliage shall be planted, placed or retained on any Plot or any part of the Site at any time without the prior approval in writing of the Company.
- 6.3 The Grantee acknowledges that the Site is in the exclusive ownership of the Company and that the Company shall have absolute discretion in permitting access to the Site to any party at any time.

7. Limitation Liability

- 7.1 The Company shall not be liable to the Grantee or any other party for any loss, damages, costs, expenses or other claim of whatsoever nature caused at any time to the Deceased or to any personal effects of the Deceased or any other party by the acts or omissions of any third party.
- 7.2 The Company shall not be liable to the Grantee or any other party for any loss, damages, costs, expenses or other claims of whatsoever nature occasioned to any Plot or any stones or other articles thereon caused by any reason whatsoever other than the negligence or wilful misconduct of the Company.
- 7.3 The Company shall not be liable to any party for any loss or injury, costs or expenses occasioned to any person visiting the Site for any reason whatsoever except in respect of death or personal injury caused by the Company's negligence.

8. Client's Warranties and Indemnities

- 8.1 The Grantee warrants the accuracy of all descriptions, addresses and other particulars furnished to Tapper and the Grantee undertakes to indemnify Tapper against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Grantee.
- 8.2 The Grantee undertakes to indemnify Tapper against the claims of any third party which may arise out of the loss damage or distribution of any of the jewellery or personal effects forming part of the Deceased to the Grantee or to any party at the direction of the Grantee.

9. Insolvency of the Deceased's Estate in payment of Charges

- 9.1 In the event of the insolvency of the Deceased's estate the Grantee undertakes to bind himself in his personal capacity as co-principal debtor in respect of any Charges which may be due and owing consequent upon the Contract or the provision of a Plot where the Deceased is.

10. Complaints, Governing Law and Jurisdiction

- 10.1 The Contract shall be governed by the laws of England in every particular including without limitation formation and interpretation and shall be deemed to have been made in England.
- 10.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England.
- 10.3 The submission of the parties to such jurisdiction shall not limit the right of Tapper to commence any proceedings arising out of the contract in any other jurisdiction it may consider appropriate.
- 10.4 A complaint against the Company for whatever reason or purpose and against any individual associated with the Company must be made in writing to the Directors, c/o the Registered Office in Parkstone Road, Poole. Any complaint should be made as promptly as is reasonably possible to do in the circumstances to enable the Directors to consider all matters.
- 10.5 The Company is a member of the National Association of Funeral Directors (NAFD). If a complaint is not resolved to the satisfaction of a Client, the Client may refer the complaint to the NAFD. In such circumstances, the Company will work with the Client and the NAFD in one attempt to resolve a complaint however the Company may, in its entire discretion, not accept the competency and/or the decision/findings of the NAFD to deal with such matters.
- 10.6 In any matter, the Company reserves the right to refuse jurisdiction by NAFD and require the Client to seek recourse through a court (subject to 10.2).

11. Severability

- 11.1 Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.