



*Harbour View*

CREMATORIUM | FUNERAL HOME | WOODLAND BURIAL GROUND

## **Standard Terms and Conditions – Harbour View April 2021**

### **1. Interpretation**

#### 1.1 In these conditions:

**Plot:** a plot for the interment of remains of the Deceased at the Site

**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 a 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

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

**Site:** the Harbour View Woodland Burial and Memorial Gardens, Randalls Hill, Lytchett Matravers, Poole, Dorset, 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 (electronic or paper based) 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 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 he 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. The Site**

- 4.1 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.

4.2 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.

4.3 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.

## **5. Limitation Liability**

5.1 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.

5.2 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.

5.3 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.

## **6. Warranties and Indemnities**

6.1 The Grantee warrants the accuracy of all descriptions, addresses and other particulars furnished to the Company and the Grantee undertakes to indemnify the Company 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.

6.2 The Grantee undertakes to indemnify the Company against claims of any third party which may arise out of the loss, damage or destruction of any of the jewellery or personal effects of the Deceased.

## **7. Insolvency of the Deceased's Estate in payment of Charges**

7.1 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.

## **8. Complaints, Governing Law and Jurisdiction**

8.1 The Contract shall be governed by the laws of England in every particular including formation and interpretation and shall be deemed to have been made in England.

8.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Poole, Dorset.

8.3 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.

8.4 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.

- 8.5 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.
- 8.6 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 8.2).

**9. Severability**

- 9.1 Notwithstanding that any provision contained in the Contract may prove to be illegal or unenforceable, the remaining provisions of the Contract shall remain in full force and effect.