

## TERMS AND CONDITIONS OF HIRE

Effective Date: 24th October 2024

These terms and conditions ("Terms") govern the hiring of memorial funeral tributes from Richardson Funeral Services (East Anglia) Ltd ("we", "us", "our"). By placing an order for the hire of memorial tributes, you ("you", "the Consumer", "the Hirer") agree to be bound by these Terms.

### 1. Definitions

For the purpose of these Terms, the following definitions apply:

- **"Consumer"**: Any individual or entity hiring memorial funeral tributes from Richardson Funeral Services (East Anglia) Ltd.
- **"Business"**: Richardson Funeral Services (East Anglia) Ltd.
- **"Tributes"**: Refers to artificial or silk-based floral arrangements or other memorial items offered for hire, including wreaths, crosses, posies, sprays, or any other types of floral designs available for memorial services.
- **"Hire Period"**: The agreed duration during which the Consumer has access to the hired tributes. Standard hire period typically includes delivery the day before the service and collection the day after.
- **"Order"**: A request submitted by the Consumer for the hire of memorial tributes.
- **"Order Confirmation"**: The acceptance and confirmation of your Order by us, which will detail the items hired, costs, hire period, and delivery/collection arrangements.
- **"Deposit"**: A non-refundable payment made by the Consumer to secure the booking of the hired tributes.
- **"Security Deposit"**: A refundable payment made by the Consumer to cover any potential damage or loss of the hired tributes.
- **"Accidental Damage Waiver"**: An optional chargeable add-on that limits the Consumer's liability for accidental damage during the Hire Period.

### 2. About Us

Richardson Funeral Services (East Anglia) Ltd is a private limited company registered in England and Wales, specialising in the provision of memorial floral tributes for hire, offering affordable and eco-friendly alternatives to traditional cut flowers. Our registered address is **20-22 Wenlock Road, London, N1 7GU**, and we operate from **The EpiCentre, Haverhill Research Park, Enterprise Way, Haverhill, CB9 7LR**.

### 3. Formation of Contract

A legally binding contract between the Consumer and Richardson Funeral Services (East Anglia) Ltd comes into existence when:

1. You place an Order with us through our website, via email, or over the phone.
2. We send you an Order Confirmation, and the Deposit is paid.
3. Payment of the full hire cost or agreed payment plan is completed at least 3 calendar days prior to the delivery of the hired tributes.

The contract will be governed by these Terms and any additional conditions outlined in your Order Confirmation. If there is any inconsistency between the Order Confirmation and these Terms, the Order Confirmation will take precedence.

#### 4. Floral Memorial Tributes

We offer a range of artificial and silk-based floral tributes for hire. These may include but are not limited to:

- Wreaths
- Crosses
- Sprays
- Heart-shaped tributes
- Posies
- Personalised designs (by request)

All floral tributes are handcrafted by our in-house florist, ensuring that each tribute is presented to the highest standard. We maintain regular checks on the condition of our tributes, and they will be cleaned, repaired, or replaced as necessary to ensure quality.

We reserve the right to substitute a tribute of equivalent style and quality if, for any reason, the requested item is unavailable. In such cases, we will notify you as soon as possible, and you may choose to accept the substitution or cancel your Order with a full refund.

#### 5. Consumer Obligations

By placing an Order, you agree to:

- Provide accurate and complete information, including the name and contact details of the funeral director, the deceased, and the date/time of the funeral service.
- Ensure that the hired tributes are cared for during the Hire Period.
- Ensure that the tributes are returned in good condition and available for collection the day after the funeral service.
- Ensure that the tributes are stored in a safe and secure place by the funeral director or another responsible party until collection.
- Notify us immediately if any issues arise regarding the delivery, condition, or safety of the tributes.

#### 6. Delivery and Collection

- **Delivery:** We will arrange delivery of the hired tributes to your nominated funeral director or venue the day before the funeral service. Delivery time will typically be by 12 noon, but this can vary depending on location and specific arrangements.
- **Collection:** The tributes will be collected from the funeral director or other agreed location on the day after the funeral, typically by 12 noon.

It is your responsibility to ensure the funeral director or responsible party knows the tributes will be collected and that they are safely stored after the service. We will provide detailed delivery and collection information in your Order Confirmation.

## 7. Hire Period

The standard Hire Period is 3 calendar days, starting at 12 noon the day before the funeral and ending at 12 noon the day after the funeral. If the tributes are required for a longer period, this must be arranged in advance, and additional charges may apply. If tributes are not available for collection on the agreed date and time, you may be charged a late return fee of £30 per day until the tributes are made available.

## 8. Fees and Payment

- A Deposit of £50 is required to secure the hire of your selected tributes. This Deposit is non-refundable unless we cancel the Order.
- The balance of the hire cost must be paid at least 3 calendar days before the delivery date.
- A Security Deposit of £100 is required upon delivery, to be refunded after the tributes are returned in good condition. If any damages or losses occur, deductions may be made from the Security Deposit.
- Payment methods accepted: debit/credit cards, bank transfers, or payment plans (interest-free over 12 months, subject to approval).

## 9. VAT

At present, our services are not subject to VAT. However, if we become VAT registered, the hire fees may be subject to VAT, and future bookings will reflect this change. You will be notified of any changes that affect your Order, and you will have the option to cancel or confirm the revised charges.

## 10. Security Deposit

A Security Deposit of £100 is required upon delivery of the tributes. This deposit is retained until the end of the Hire Period to cover any damage, loss, or late return of the tributes. The Security Deposit will be refunded within 5 business days of the tributes being returned in their original condition.

If damage or loss occurs, you will be provided with a detailed assessment of the repair or replacement costs. These costs will be deducted from the Security Deposit, and if the damage exceeds the deposit, you will be billed for the additional amount.

## 11. Accidental Damage Waiver

We offer an Accidental Damage Waiver to limit your liability for accidental damage to the tributes during the Hire Period. The waiver can be added to your Order at the following rates:

- Orders under £100: £14.99
- Orders between £100 and £200: £24.99
- Orders over £200: £34.99

This waiver covers minor accidental damage but does not cover theft, negligence, or intentional damage. If you opt for the waiver, you will not be charged for minor damages that fall within the scope of the waiver.

## 12. Loss and Damage

You are responsible for any damage or loss of the tributes while they are in your possession or the possession of the funeral director. This includes:

- Physical damage to the tribute, such as broken frames, missing flowers, or stains.
- Failure to return the tribute within the agreed Hire Period.

In the event of damage or loss, we will notify you of the estimated cost of repair or replacement. You will have 5 calendar days to dispute any charges, after which the charges will be deducted from the Security Deposit or billed to you directly.

## 13. Cancellations

You may cancel your Order at any time before the Hire Period begins, subject to the following cancellation charges:

- More than 30 days before the Hire Period: Full refund of the Deposit.
- Between 30 and 14 days before the Hire Period: 50% refund of the Deposit.
- Less than 14 days before the Hire Period: No refund of the Deposit.
- Cancellations on the day of delivery or during the Hire Period: Full hire fee is payable.

If we cancel your Order for any reason, including force majeure, you will receive a full refund of the Deposit, and any other payments made.

## 14. Force Majeure

We are not liable for any failure to deliver or provide services due to circumstances beyond our control, including but not limited to acts of God, war, terrorism, strikes, natural disasters, or government-imposed restrictions. In the event of force majeure, we will notify you as soon as possible, and you may reschedule or cancel your Order with a full refund.

## 15. Liability

Our liability for any claims arising from your Order is limited to the amount paid for the hire of the tributes. We are not liable for:

- Indirect or consequential losses, including emotional distress.
- Loss of opportunity or financial loss resulting from the non-availability of the tributes.

## 16. Data Protection

We respect your privacy and will only use your personal information in accordance with our Privacy Policy, which complies with the General Data Protection Regulation (GDPR). We will use your information to process your Order, provide services, and maintain accurate records.

## 17. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes arising from or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales.

## 18. Unpaid Invoices and Charges

Invoices must be paid by the due date specified on the Order Confirmation. If payment is not made by the due date, and no delay in payment has been approved by us in writing, the following actions will be taken:

- **Collection Process:** Unpaid invoices will be passed to our Collection Agency or solicitors for recovery, without any further notice to you.
- **Recovery Costs:** All costs incurred in the recovery of overdue invoices, including legal fees, agency charges, and any other associated expenses, will be payable by you.
- **Interest on Outstanding Balances:** We reserve the right to charge interest on all outstanding balances from the date of the invoice. Interest will be calculated at a rate of 2% per calendar month (compounded), until the balance is paid in full.

By agreeing to these Terms, you acknowledge and accept responsibility for any additional costs and interest incurred due to non-payment within the specified terms.