

Terms and Conditions

Layout approval of memorial wording

It is ultimately the responsibility of the customer to make certain that the draft layout as issued by Wordsley Memorials Ltd as requested by you the customer. Also please ensure that the inscription spelling, dates and wording are to the correct location and or colour. The final layout must be signed and returned to our office address before any work can commence.

Wordsley Memorials Ltd and its staff will not be held responsible for any errors found later unless said errors differ from the draft layout. Any alterations required to rectify any change to wording after the signed layout approval may be chargeable at our standard rate

Granite and Marble:

All marble and granite stone used in the manufacture of your memorial are naturally quarried material, and as such are subject to natural blemishes, small defects and staining. All materials are sold subject to these natural blemishes. Any defects, whether visible to the naked eye or not, will in no way be detrimental to the durability of the materials concerned. We cannot foresee where any defects in colour/blemishes will occur. Any natural material may differ in shade of colour, pattern or grain and this should be taken into consideration before you place your order. You will need to alert our staff before placing an order should you have any concerns about your chosen material.

Bespoke Memorials and Customer Approval

For bespoke memorials, customers must carefully review all design details, inscriptions, and photographs before granting approval.

Once the memorial is approved and headstones have been shipped, no changes to the granite can be made. It is the customer's responsibility to recognize any changes or faults during the approval process.

Photo Plaques and Etchings:

The quality or otherwise of a photo plaque or etching depends entirely on the clarity and size of the photograph supplied, Wordsley Memorials Ltd accept no responsibility whatsoever for the resulting quality of the reproduction. We may offer advice if a photograph submitted is not of good quality, but the end decision is yours, and therefore your responsibility. We reserve the right to remove the background of a photograph where it is deemed to be inappropriate. We cannot guarantee the safe return of any original photographs due to the nature of the reproduction process.

Delivery and Installation:

Wordsley Memorials Ltd will always endeavour to install a memorial within four to six months from the receipt of the deposit; however, this will be dependent upon several factors:

1. Early response from the local authority.
2. Availability of the stone colour that you have chosen.
3. Shipping delays due to adverse weather or sailing schedules
4. Force majeure, including war; terrorism or other episodes including acts of nature beyond our control.
5. The complexity of the memorial: if you have chosen to order a bespoke memorial that differs from a standard memorial there maybe be additional drawings needed. Confirmation takes time and should not be rushed, until any amendments have been rectified.
6. Wordsley Memorials Ltd will, when possible, attempt to achieve client timescales but will not be liable to any form of compensation, in any event, if dates are missed. We CANNOT guarantee any given date.
7. Wordsley Memorials Ltd cannot accept responsibility for removing and replacing any items which are on the grave that may have been lost or damaged when a memorial is being erected, or if additional works are being carried out. We respectfully require that all such items are removed once you have placed an order with us. Should you wish to leave any items on the memorial site our team will carefully remove them and leave them behind or in front of the memorial ready for your next visit when you can place them back as needed.
8. Whenever a headstone, or any other item, has been purchased through Wordsley Memorials Ltd it becomes the client's property and responsibility regardless of whom the grave owner happens to be.
9. Due to the nature of the work, we reserve the right to keep the site safe and not have involvement from the customer during installation or being present on the site due to our risk assessments

Deposit & Payment Terms

A 50% deposit is required at the time of placing any new memorial order.

For additional inscriptions, memorial cleaning, re-fixing, or re-lettering, an 80% deposit is required when placing the order.

The remaining balance must be paid in full before any fixing or installation takes place within a cemetery or churchyard.

How can I pay?

Cash payments, /Debit Cards (with the exception of American Express) and payment by BACS transfer are all acceptable methods of payment. All goods remain the property of the Wordsley Memorials Ltd until they have been paid for in full. We reserve the right to remove any items that have not been paid for from the cemetery or churchyard. Returned cheques will incur a £20.00 charge to cover banking fees and administrative costs.

Additional fees

Wordsley Memorials Ltd are not responsible for cemetery or churchyard fees but will at the request of the client or the cemetery or churchyard authority make such payments and add the required amount (including VAT where applicable) to the final bill. Any cemetery or churchyard fees that are different to what we have advised will either be added to the final invoice, or a refund issued. Where delays are caused unduly through non-compliance, if a request for more information has been asked for or failure to make a payment toward the order Wordsley Memorials Ltd reserve the right to amend the order fees to reflect subsequent changes in costs and materials. Please note: Transfer of ownership may be required before works are carried out in the cemetery. We do not hold any records of burials, cremations or ownership and in turn we cannot be held liable to any delays in the works progress. It is your responsibility to know who the owner of the grave is and ensure they complete the correct forms

Cancellation Policy

Notification is required in writing, either handwritten or typed and can be posted or emailed to us. We reserve the right to levy a 10% (excluding VAT) charge to cover any subsequent administrative expenses. Further charges may be applicable, please see below.

Termination of Agreements and Refunds Policy

Both the Client and Wordsley Memorials Ltd have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services may be refunded. However, the cancellation/refund request of any monies paid is at the discretion of the management, depending on whether the orders have been communicated to our suppliers, and processes have been initiated to shipping them or whether materials have already been received by us. If you consider that the product received is not as shown on the site or as per your expectations, you must bring it to the notice of us in writing so we can take appropriate action to resolve the matter. This needs to be completed immediately.

Complaints

If you are dissatisfied with the quality of the memorial, you must notify Wordsley Memorials Ltd in email or writing within 21 days of erection of the memorial at the following address: Unit 4 17 Lawnswood Rd, Wordsley, Stourbridge DY8 5PE. Unless a notice is received by Wordsley Memorials Ltd within this period we shall have no liability to a client. Important notice: Abusive language or threatening behaviour towards our staff will not be tolerated. If your behaviour is deemed inappropriate you will be asked to leave the premises, onsite works being carried out will come to an immediate stop, we may decide to discontinue work, and you will need to find another mason to complete the task.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including, but not limited to, any Act of God; terrorism; war; political insurgence; insurrection; riot; civil unrest; act of civil or military authority; uprising; earthquake; flood; shipping delays or any other natural or man-made eventuality occurring outside our control, which may cause the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such events shall forthwith inform the other party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

Maintenance

It is the customers responsibility to maintain the memorial. We advise wiping with water only and a soft cloth, it can be dried off with a squeegee to remove any water stains. We do not recommend wiping or cleaning the inscription as you can, in effect, polish out the gold/silver from the letters inscribed onto the stone. Even though it is suggested to wait 6 months for ground settlement we cannot control ground maintenance issues. Ground disturbance is very common and can lead to the memorial sinking or becoming unlevel even after the waiting period has passed. This is normal and would then require the memorial to be professionally levelled this is something beyond our control.

Wordsley Memorials Ltd 10 Year Guarantee

Wordsley Memorials Ltd guarantee that all memorials supplied by us will be of excellent workmanship and sound materials. We further guarantee that, subject to the conditions as stated below, should any memorial supplied by Wordsley Memorials Ltd prove to be faulty in materials or workmanship within 10 years of the memorial stone being fixed, the memorial stone will be made good or, if this is not possible the memorial will be replaced without any expense to the purchaser.

Conditions:

1. All natural materials will vary from time to time in both colour and texture therefore this Guarantee relates only to the type and soundness of the material and not to any colour variance.
2. This Guarantee will not apply to any gilding or painting on the memorial, any ornamentation or engravings or to any flush or raised lead lettering as this will depend on the position of the memorial and the level of maintenance applied.
3. This Guarantee will not apply to any damage caused by any third party and will become invalid if the memorial has been removed, disturbed or otherwise worked upon by anyone other than Wordsley Memorials Ltd.
4. Movement as a result of ground settlement – all of our memorials will be levelled where required, without any charge, for a period of 5 years following the date of completion of the order.

The above Guarantee is in addition to, and not in lieu of, any statutory or common law rights vested in the purchaser. In addition to the above guarantee, and for our client's peace of mind, we are also:

- Listed on the BRAMM (British Register of Accredited Memorial Masons) Scheme.
- Family run business with an excellent reputation for quality and customer care.

Notification of Changes

The Company reserves the right to change these conditions from time to time, as it sees fit, and your placement of an order agrees to acceptance of any adjustments to these terms. The terms and conditions form part of the Agreement between the Client and Wordsley Memorials Ltd. Your payment or instruction to continue with works indicates your understanding, agreement and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.