

Memorial-Windchimes.com, Sunrise House, Hulley Road, Macclesfield, SK10 2LP

**A unique ID# code is required, advice and support will be given if required, please ask by telephoning 0870 881 0612 or 0771 288 7993

Tracking #

ORDER FORM

Company use

Customer to complete

Full name Address

Post/Zipcode

Telephone (home) (mobile) (other)

e-mail address (other)

Country Currency paying by method

Customers description of order (*windchime, weight, pyramid, tea light, etc*)

Product Quantity Colour(s) @ £ per [part total =

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Colours available **Violet** **Turquoise** **Sapphire blue** **Pine green** **Gold** **Cranberry** see our website Grand total =

Donated material [weight] (ie 15 grams) Type (*ashes, hair,*)

Packed in [supplied or own bag] ID# Number** issued by**

Special instructions discussed

50% Deposit paid (*in figures*) Balance (*in words*)

Signed by the customer Print name Date

Accepted and checked by Date

Workshop ref: Audit trail ref. Date

Completion expected date Audit end Date

Posted ref Carrier Date

Order(s) Received & Accepted by the customer (signature) Date

CONTRACT FOR THE MANUFACTURE OF MEMORIAL CRYSTAL and GLASSWARE : TERMS AND CONDITIONS

- The following constitutes the whole of the terms and conditions for the contract between **memorial-windchimes.com** ("the Company") on behalf of itself and its agents and sub-contractors **and you** the Customer relating to this Order for products placed by you detailed on this Order Form which forms part of this document.
- Payment for the product(s) as stated on the Order Form (which Order Form is included as part of these Terms & Conditions) shall be by a payment of 50% of the total sum payable upon placing the Order - this may be via cleared cheque, irrevocable Bankers Draft, inter-bank transfer, credit card facilities, or intermediary. The balance of 50% shall be payable upon The Company advising you that the Order is completed and on delivery. We are not obliged to deliver the completed Order until it has been paid for in full settlement.
- If you serve proven, written cancellation prior to any production of the order commencing, the deposit will be refunded less 5% (plus vat) for handling and processing. We reserve the right to refuse to process any Order at our sole discretion. In the event that we refuse to proceed with an Order the whole of the deposit and donated material shall be refunded.
- In the event of written cancellation by you, but where special delivery has been arranged and completed and/or where production of the order has commenced, a fee will be incurred and will be payable by you. Such fee will be decided entirely at our discretion. It could be that stopping the process is impracticable or uneconomic, we therefore reserve the right to proceed to completion or a conclusion and deal with the product if we believe that this will be the best way to recover our costs.
- Due to the unique and individual make up of donated material, we cannot make any representation or warranty as to the final visual quality of the order as in certain cases impurities within ashes and donated material may result in unavoidable variation in colour and shape, however, with many years experience our manufacturing process always aims for the highest quality attainable. You agree to accept the product with slight deviations of colours and shapes.
- We take all care and responsibility for the construction of the products but due to uncertainty in production neither we nor our sub-contractors can guarantee the performance or completion of the Order and by placing the Order, you acknowledge and accept that if there is a failure during the course of construction in making the product, you shall have no right of legal action for any loss of whatever nature arising out of the failure to construct the product. This clause is only operative in so far as it does not seek to remove or invalidate any of your rights under UK consumer legislation. In the event of failure to manufacture the order you will receive back your full deposit together with any unused material donated
- We cannot accept responsibility for any orders, donated material or ashes being lost in the public or private delivery system, as these are matters beyond our control. All products, donated material and ashes will be delivered by hand or sent /delivered by courier or registered trackable and considered in general 'secure mail'.
- You acknowledge that in order to create a product, it is necessary to use specially treated carbon collected and derived from the remains of a deceased person which cannot be supplied in all cases by you personally and instead must be supplied by an Undertaker. You hereby authorise us to use the cremation remains of the deceased for this purpose and confirm that no other person's authority is required.
- Finished products are supplied correctly packed and protected from damage in normal transit.
- You agree to supply ashes or donor material using only the bag provided to you or to your funeral director or instructed in this order and that no foreign substance or other material will be mixed with the material and the customer shall confirm this fact by the completion of the supplied Quarantine Declaration Form (if such forms are required) and by signing these terms and conditions.
- In the event that any legal action is taken by any Government Authority, person or organisation against us or any of our agents or sub-contractors arising out of any act or omission occasioned by you in the delivery of the ashes or the donated material or delivery of the order to us, you agree to indemnify us and our respective representatives, business associates and suppliers, and hold them harmless from and against any loss, costs, damages, claims, liability or expenses including reasonable legal costs that may be incurred by reason of any act or omission as stated above.
- A 7 day "cooling off" period is offered commencing immediately upon receipt of your deposit payment along with the confirmed order form. Subject to the above conditions - this period will be added to the total delivery period. The order is subject to production queues at our manufacturing plant. Whilst the production process usually takes approximately 6 - 8 weeks the production period could be up to 13 weeks. Where an extension to the delivery date is unavoidable or required by circumstances beyond our control this is further accepted by the customer unless advised in writing and acknowledged subject to these Terms & Conditions.
- No variation to these terms and conditions shall be valid unless agreed in writing and signed by you and by an authorised representative of the Company
- These terms and conditions are subject to and shall be construed in accordance with English law.