

Terms and Conditions for Online Memorials

 co-operativefuneralcare.co.uk/terms-and-conditions/online-memorials

By ticking the “I have read and agreed to the Terms and Conditions” check box on the webpage, You confirm that You have understood that You are purchasing the applicable Service from Us and the payment relating to these Services is directly between Us and You. All aspects of the Services relating to payment terms, refund, cancellation and transfer are as per the policies stipulated below.

Funeral Services Limited is an industrial and provident society registered with company number IP30808R at registered office address 1 Angel Square, Manchester, M60 0AG.

Definitions

In these Terms and Conditions the following words have the meanings set out below:

“**Content**” means any documents, posts, text, photos, videos and audio files posted on the Online Memorial.

“**Extension Period**” means the ability to extend the duration of the availability of the live Online Memorial as further defined at clause 1.2 below.

“**Memorial Book**” means a book of selected Content taken from the Online Memorial as chosen by the Administrator, which can be purchased by You from Us as further defined at clause 1.2 below.

“**Online Memorial**” means an online memorial of the deceased on the Website as further defined at clause 1.1 below.

“**Order**” means the selection (and where appropriate detailed specification of) and payment for a Service or Services by You on one of our Websites

“**Services**” means each of the Online Memorial, the Extension Period and the Memorial Book as defined in clause 1 below.

“**Terms/ Terms and Conditions**” means these Terms and Conditions for purchasing the Services.

“**We/Our/Us**” means Funeral Services Limited, an industrial and provident society registered with company number IP30808R at registered office address 1 Angel Square, Manchester, M60 0AG.

“**Website**” means any Funeral Services Limited Website.

“**You/Your/ Your/Administrator**” means the individual who is the commissioner of the Services who may create, edit and post content on an Online Memorial, purchase Extension Periods and purchase Memorial Books.

1. Services

We offer the following Services to You:

1.1 Online Memorial

An Online Memorial provides You with a Website to be used as an enduring tribute to Your loved one. The Online Memorial provides You with the means to document obituary and biographical information and store photos and videos for display to friends and family and/or the general public.

The duration of the Online Memorial is three months if You have been provided with an Online

Memorial during the arrangement of a funeral with Funeral Service Limited.

6 months, 1 year, 2 years, 5 years or 10 years Memorials are available if You are purchasing a Memorial from our Website.

The Online Memorial also provides guests visiting the Online Memorial with the ability to share information, if permitted by You.

The Site will be hosted in the United Kingdom or the Republic of Ireland.

1.2. Extension Periods

A Memorial Extension Period provides You with continued access to the Online Memorial and its range of functionality for the additional specific period purchased.

Extension Periods of 6 months, 1 year, 2 years, 5 years and 10 years are currently available for purchase.

1.3. Memorial Books

A Memorial Book is created, by You, from photos, videos and text which are held within the Online Memorial. The Book is created using the functionality available within the Online Memorial. As Well as selecting content from the Online Memorial to include in the Memorial Book, You can also choose layout, font and colour and create and view previews to assist with Your final selection.

1.4. Without prejudice to any terms implied by law for the benefit of You, We hereby undertake to You:

- That the quality, quantity and description of the Services shall, subject as provided in these conditions, be as expressly specified in the Order; and
- We shall comply with all applicable regulations or other legal requirements concerning the performance of the Memorial Book.

2. Terms

2.1 These terms and the Order comprise all the terms of the agreement between You and Us ("Agreement") and shall apply to the exclusion of any other Terms and Conditions, warranties and representations written or orally expressed or implied (save for those which by law cannot be excluded) unless accepted by Us in writing. They do not affect the rights You have as a consumer buying products and services.

2.2 Please ensure that You read this Agreement carefully, and check that the details on the Order and this Agreement are complete and accurate, before You submit the Order. If You think there is a mistake, please contact Us to discuss as soon as possible.

2.3 When You submit the Order to Us, this does not mean We have accepted Your Order. Our acceptance of the Order will take place as described in clause 12.1.

2.4 If We are unable to supply You with the Services, We will inform You of this and We will not process the Order.

2.5 These Terms will become binding on You and Us when We contact You to tell You that We are able to provide You with the Services, at which point a contract will come into existence between You and Us.

2.6 We shall assign an order number to the Order and inform You of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.7 The details of Your Order, including the amount paid by You and the description and quantity of the Service(s) purchased and the order number, will be confirmed to You in an email when Your payment and Order are successfully processed. This email will also contain a link to these Terms and Conditions which outline Your Right to Cancel and our complaints procedure.

2.8 The images of the Services on Our Website and in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to be as accurate as possible, because the Services are made to Order the Online Memorial or Memorial Book will vary from the illustrative item displayed.

3. Payment

3.1 The price of the Services will be set out in [our price list](#) in force at the time You place Your Order. Our prices may change at any time, but price changes will not affect Orders that You have already placed.

3.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that You pay, unless You have already paid for the Services in full before the change in the rate of VAT takes effect.

3.3 We will ask You to pay for the Services in full in advance payment. Your rights to a refund on cancellation are set out in clause 7.

3.4 Payment for Online Memorials, Memorial Extension Periods and Memorial Books can be made online only, by credit or debit card, on the Website. We accept most major credit and debit cards with the exception of American Express and Diners Card.

4. Incomplete/Incorrect Orders

4.1 Your online Orders will only be transmitted if they are accurately and fully completed.

4.2 Any essential information requested during the order process which is not completed by You, or is completed incorrectly, will generate an error message stating what information is missing or incorrect and is required. You will need to (re)submit this information correctly before You can proceed to payment.

4.3 Any incorrect card details that are submitted, including the billing address and the address to which the card is registered not matching, will generate an error message stating what information is incorrect or not recognised. You will need to (re)submit this information correctly before You can proceed to payment.

5. Registration and privacy

5.1 In order to access the Services, You will be required to provide accurate and complete information, including a valid email address. To continue using the Services, You must ensure that this information remains accurate and complete. All information that You give Us about Your or any other users of the Services is subject to Our Privacy Policy, please ensure that You have read and understand this document. You can read our Privacy Policy at <http://www.co-operativefuneralcare.co.uk/privacy-policy/>

6. Complaints

6.1 In the unlikely event that there is any defect with the Services:

(a) Please contact Us and tell Us as soon as reasonably possible;

(b) Please give Us a reasonable opportunity to repair or fix any defect; and

(c) We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay for Us to repair or fix a defect with the Services under this clause 6.1.

6.2 As a consumer, You have legal rights in relation to Goods that are faulty or not as described. In the event of a complaint, please contact Customer Services at 12th Floor, 1 Angel Square Manchester, M60 0AG in writing, by email at support@memorialemails.com or by telephone on **0800 088 4854**.

Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. Events Outside Our Control

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control (as defined in clause 7.2).

7.2 An Event Outside Our Control means an occurrence beyond Our control and without Our fault or negligence which We are unable to prevent or provide against by the exercise of reasonable diligence including: acts of God, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency (including an emergency service to a hospital), sabotage or riots, and floods, fires, explosions or other catastrophes.

7.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

(a) We will contact You as soon as reasonably possible to notify You; and

(b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to You, We will arrange a new delivery date with You after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

7.4 You may cancel the Services if an Event Outside Our Control takes place and You no longer wish Us to provide the Services. Please see Your cancellation rights in respect of each of the individual Services. We will only cancel the contract if the Event Outside Our Control continues for longer than three weeks in accordance with Our cancellation rights.

8. Right to Cancel and Applicable Refund

Our Right to Cancel

8.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens:

(a) We will promptly contact You to let You know;

(b) If You have made any payment in advance for Services that have not been provided to You, or Goods that have not been delivered to You, We will refund these amounts to You;

(c) Where We have already started work on Your Order for Services or made-to-measure Goods, We will not charge You anything and You will not have to make any payment to Us.

8.2 Once We have begun to provide the Services to You, We may cancel the contract for the

Services at any time by providing You with at least 30 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You.

8.3 We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

- (a) You do not pay Us when You are supposed to; or
- (b) You break the contract in any other material way and You do not correct or fix the situation within 7 days of Us asking You to in writing.

Your Right to Cancel

Online Memorials and Extension Periods

8.4 If You purchase an Online Memorial or Extension Period and change Your mind, the following conditions apply:

- a) If within 14 days of purchase and the Online Memorial is not yet activated the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give You the statutory right to cancel. This right to cancel can be exercised by delivering, or sending (including by electronic mail to any email address provided), a cancellation notice to Us at Customer Services, 12th Floor, 1 Angel Square, Manchester M60 0AG at any time within 14 days, starting with the day on which You accept these Terms and Conditions. [Cancellation form](#)

Notice of cancellation is deemed to have been served as soon as it is posted or sent to the relevant address, or in the case of electronic mail from the day it is sent.

- [b) If within 14 days of purchase but the Online Memorial has been activated in the event that You exercise Your right to cancel, You will be required to pay for goods and services already supplied under these Terms and Conditions before the end of the 14 day cancellation period.

Memorial Books

8.5 Due to the nature of the Memorial Book, which is a highly personalised item which You have created from content in Your Online Memorial, then Your usual rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will not apply. We strongly recommend that You check Your order carefully, including all spellings, before committing Your order.

8.6 In the event that Your Memorial Book is damaged or defective or does not match the description of the item then please contact Our Customer Services team and We will arrange to replace the item or provide a full refund. If We can demonstrate that the item was not damaged when received by You or the defect is through Your use of the site, for example incorrect spelling or incorrect style of book ordered, then We reserve the right to refuse to offer a refund.

9. General

9.1 No other person has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

9.2 If any part of the Agreement is not effective the rest of the Agreement will still apply.

9.3 English Law applies to this Agreement and any disputes arising as a result of this Agreement and the Services provided under it will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

10. Limitation of liability

10.1 We make no statement about the suitability of the Content, information and Services contained on, or access via, our Website(s). To the fullest extent permitted by law all other express or implied terms, conditions, warranties or representations with regard to the Services, our Website(s) or any information or Services provided by us through our Website(s) are excluded.

10.2 Information about the functionality and compatibility of the Digital Content We sell through our Website(s) is published on our Website(s). We do not make any warranty or representations that access to the Services will be uninterrupted or error or virus free or as to the results that may be obtained from use of the Services or that defects will be corrected (other than those required by law), all of which We disclaim to the fullest extent permitted by law. Please ensure that You regularly check for and protect against viruses when using our site(s) on any device.

For the Services to function correctly, You must be using a compatible Web browser from the following list:

- Internet Explorer 8 or higher
- Apple - Safari 6.x, 7.x
- Google Chrome - most recent version
- Mozilla Firefox - most recent version
- Android browser - 4.x

10.3 To the fullest extent permitted by law, We shall not be liable for any indirect, incidental, consequential, exemplary, special or other damages arising out of or in connection with these Terms including, Your use or inability to use any information on our Website or within any publication subscribed to, via any Websites linked to our site(s) and any material posted on it, without limitation, for loss of profit, loss of revenue, loss of contracts, business interruption or for loss of data, whether in contract, tort or otherwise.

10.4 Unless as otherwise stated in these Terms, We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 Subject to clause 9.6, our total liability to You in respect of all losses You suffer as a result of buying the Service(s) will in no circumstances exceed the total purchase price of the Service(s) You purchased.

10.6 We do not in any way exclude or limit our liability for:

10.6.1 death or personal injury caused by our negligence;

10.6.2 for fraud or fraudulent misrepresentation;

10.6.3 breach of the terms implied by sections 12, 13 or 15 of the Sale of Goods Act 1979 or any breach of the terms implied by the Supply of Goods and Services Act 1982;

10.6.4 under section 2(3) of the Consumer Protection Act 1987; or

10.6.5 for any other matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

10.7 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms, including but not limited to delivering the Services to You, that is caused by events or circumstances beyond our reasonable control.

11. Copyright

11.1 You agree not to display or use in any manner any logos, product and service names used on the Website without Our prior written permission or the prior written permission of the owner.

11.2 All intellectual property relating to the Website is owned/and or licensed by Us or any relevant third party owner. Any re-publication of any part of the Website or the displayed logo(s) is not allowed without express written permission.

12. Data Protection

12.1 We collect personal information about You and any other persons for whom You supply details at the time of the Order. We will also collect personal information You supply about the deceased. The following explains how We handle Your information and when We will disclose it to third parties.

12.2 We need to process and pass information to Our suppliers e.g. Online Memorial provider, florists and memorial stationery suppliers. We will never sell Your information to third parties for marketing purposes.

12.3 We may use Your information for the purposes of administration, customer service, business management, market research and analysis. We may also monitor and/or record telephone calls for security purposes and to improve customer service levels.

12.4 In the event of non-payment by You, We may send Your personal Information to third parties in order to recover the debt owing.

12.5 We may need to transfer Your personal data outside of the European Union in order to provide You with the Services. Some of these countries may not have laws that protect privacy rights as extensively as in the European Union. If We do transfer Your personal information to other territories, We will take proper steps to ensure that Your information is properly protected.

13. Our Right to Vary these Terms

13.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

13.2 Every time you order Services from Us the Terms in force at the time of your Order will apply to the Contract between You and Us.

13.3 We may reserve these Terms as they apply to Your Order from time to time to reflect the following circumstances:

(a) Changes in relevant laws and regulatory requirements; or

(b) Any other circumstances.

13.4 If We have to revise these Terms as they apply to Your Order, We will contact You to give reasonable advance notice of the changes and let you know how to cancel the Contract if You are not happy with the changes.

14. TERMS PARTICULAR TO ONLINE MEMORIALS

14.1 Once You have completed Your purchase of an Online Memorial and received confirmation of Your Order, or You have confirmed that you want us to provide You with an Online Memorial if You have arranged a funeral with Us, You will receive an email containing Your log-in details. Your Online Memorial can be activated and Content added at any time after receipt of this email.

14.2 You will receive a password and account name when You register. Please keep Your password confidential at all times, You are responsible for all activities that occur under Your password or

account. You agree to: (a) notify Us immediately of any unauthorised use of Your password or account or any other breach of security; and (b) ensure that You exit Your account at the end of each session.

14.3 We agree to keep all Content confidential, except for disclosure which is expressly permitted under these Terms and Conditions.

14.4 You agree not to use the Service for commercial purposes. You further agree that You will:

- a) Not host, submit Content to or use the Service without the consent of a parent, guardian or educational supervisor if You are under the age of 16;
- b) Not deliver any Content that contains software viruses or any other code, files or programmes designed to damage or disrupt any software, hardware or telecommunications equipment and not use any robot, spider, or other automatic device, or manual process to copy Our Website or its Content for any purpose without Our express written permission;
- c) Not use any device, software or routine to attempt to interfere with the proper working of the Online Memorial, nor will You circumvent a technological measure that effectively controls, or is intended to control, access to the Online Memorial or its Content;
- d) Not interfere with or disrupt the Online Memorial or servers or networks connected to the Service nor take any action that imposes in Our sole discretion an unreasonable or disproportionately large load on Our infrastructure;
- e) Not commit any acts of infringement on the Website or with respect to Content on the Online Memorial;
- f) Not copy, collect or store any content, including images, text, or personal information, for any purpose, commercial or otherwise, without Our express written permission and (if You are not the Administrator) the permission of the Administrator;
- g) Not use, modify or alter this Service for any commercial, illegal or other purpose or intent that does not in good faith comport with the purpose or spirit of the Online Memorial, including but not limited to acquiring, designating, or choosing a Website name or title, or Website address or URL for resale or rental, depriving any family member or friend of a deceased person from establishing or using a Service in that person's name, or linking to any commercial or other Website;
- h) Not attempt to gain unauthorised access to other computer systems from or through the Online Memorial;
- i) Not to interfere with another person's use and enjoyment of the Online Memorial or another entity's use and enjoyment of the Online Memorial or harm or harass any person or entity; and
- j) Not to use the Online Memorial for chain letters, junk mail, spamming, or use of distribution lists.

You further agree to comply with all applicable laws of the country, state or province, and locality in which You reside and English law regarding online conduct, acceptable Content and the transmission of technical data.

14.5 You are responsible for all Content that You post, transmit or otherwise make available to the Service. We do not control the Content delivered to the Online Memorial and do not guarantee or make any representations regarding the accuracy, integrity or quality of such Content.

14.6 You agree that We are not liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of Content delivered to the Service, unless as a result of the failure of Our own security measures.

14.7 You agree not to submit any Content that:

- a) contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text or illustrations in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate;
- b) is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity;
- c) advertises, promotes or offers to trade any goods or services;
- d) contains copyrighted content (copyrighted articles, illustrations, images, lyrics, photos, video, poems, text, or other content) without the express permission of the owner of the copyright(s) in the content;
- e) infringes any copyright, trademark, patent, trade secret, or other intellectual property right;
- f) links to any commercial or other Website; or
- g) is not otherwise in compliance with these Terms and Conditions.

We do not pre-screen Content, but We shall have the right in Our sole discretion to reject or remove any Content that is submitted through the Service.

14.8 You acknowledge and agree We may preserve Content only in accordance with Our Privacy Policy and these Terms and Conditions. We may disclose Content if, in the exercise of reasonable judgment: (i) We determine that disclosure is necessary to enforce these Terms and Conditions, respond to claims that any Content violates the rights of third-parties, or protect the rights, property, or Our personal safety and the personal safety of Our affiliates, users and the public; or (ii) Our legal counsel determines that appropriate legal process requires disclosure.

14.9 We reserve the right (but disclaim any duty, obligation, or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Content that We reasonably believe, in Our absolute and sole discretion, may violate clauses 13.8, 13.9 and 13.10 above.

14.10 You acknowledge that We may establish general practices and limits concerning use of the Service, including without limitation the number of days that Online Memorial postings or other uploaded Content will be retained, the size of any message that may be posted, the disk space that will be allotted on Our servers on Your behalf, and the amount of time during which You may access the Service. These will not affect the term or size of any Online Memorial.

14.11 We reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. In addition, Our ability to provide the Service is contingent upon many factors that may be out of Our control, including, but not limited to, the continued availability of the internet as it presently exists or other technologies that may be available in the future that would allow for the continuation of the Service in essentially the same manner as they are provided today. You agree that We shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Service for any reason.

14.12 If We become aware that for any reason the Service is no longer going to be available, where possible, We will take reasonable steps to notify You before the Service ceases to be available.

14.13 In the event of any problem with the Service, We provide telephone support to You on a

number to appear on Our Website.

Calls will be taken 24/7 and addressed as soon as possible depending on the technical nature of the support You require.

14.14 You agree that We, in Our sole discretion, may terminate Your password, account or use of the Service, and may remove and delete any Content within the Service if We reasonably believe that You have not complied with these Terms and Conditions, including any requirements to make payment(s). You agree that any termination of Your access to the Service under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that We may immediately deactivate or delete Your account and all related information and files in Your account and/or bar any further access to such files or the Service. You further agree that We shall not be liable to You or any third-party for any termination of Your access to the Service pursuant to this Section.

14.15 You may terminate these Terms and Conditions of Use at any time but any money which You have paid in respect of the term of the Online Memorial cannot be refunded (except if You exercise Your right to cancel.) If the Service is terminated prior to the end of the agreed term for any Online Memorial We will refund to You any fees paid in respect of the remainder of the term.

14.16 On termination of the Service or expiry of the term, We will de-activate the Online Memorial and convert it into a static Web page. You will still be able to access and view the content of the Online Memorial but will not be able to add to, remove or edit any content unless You choose to re-activate the Online Memorial by purchasing an Extension Period.

14.17 The Service provides links to other world wide Websites or resources. You acknowledge and agree that We have no control over such sites and resources and are not responsible for the availability or content of such external sites or resources. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

14.18 You understand and agree that the Service is provided "AS-IS" and that We assume no responsibility for the timeliness, deletion or failure to store any user communications or personalisation settings. To use the Service, You must obtain access to the World Wide Web, pay any service fees for such access, and provide all equipment necessary to make such connection.

14.19 As the Administrator, any initial fees payable for the Online Memorial will be payable by You. If You wish to extend the duration of the Online Memorial or purchase any additional features or products, these will be paid by You direct to Us, with any fees being advised to You in advance.

15. TERMS PARTICULAR TO EXTENSION PERIODS

15.1 Availability of Your Memorial Period

The Memorial Extension Period, once selected and paid in full by You, will take effect at 00.00 hours on the day immediately following the date when the Online Memorial becomes inactive.

An Extension Period can be purchased in advance by the person stated as the Administrator of the original Memorial at any time, and will only become active when the end date of the Online Memorial is reached.

Only one Memorial Extension Period can be purchased at any time.

16. TERMS PARTICULAR TO MEMORIAL BOOKS

16.1 Delivery

The price of the Memorial Book includes postage and packing for delivery to Mainland UK, Northern Ireland and Channel Islands addresses.

We do not currently provide Memorial Books for delivery outside of these areas.

We aim to despatch the Memorial Book within seven days of Your Order being placed and payment confirmed.

Delivery will take place within 30 days of despatch.

16.2 Responsibility

It is Your responsibility to use the online preview facilities available to ensure that You are completely satisfied with the appearance, layout and content in particular spellings of Your Memorial Book before moving on to purchase the Book. Any dissatisfaction with appearance, layout or content will be deemed to be Your responsibility and Funeral Services Limited will have no liability for this.

If You would like to make any other comment relating to the Services, please contact Customer Services at 12th Floor, 1 Angel Square Manchester, M60 0AG in writing, by email at Support@Memorialemails.com or by telephone on 0800 088 4854.

Contacting us

If you have an order query, please contact us by phone at **0800 088 4872**.