

Ollie's Tombstones & Funeral Services

Terms and Conditions

Please use the reference number printed at the top right of your contract for all payments, so your account is updated correctly with each payment.

1. Payment Terms

- 1.1 Do not pay cash at the office. All payments must be made by Speedpoint, EFT, or bank deposit only, using your reference number, to ensure your account is updated with every payment.
- 1.2 Always ask for and keep a receipt for every payment you make.
- 1.3 Cash payments may only be arranged directly with the director. Keeping your own receipts protects you in the event of any dispute over payments made.

2. Delivery (Monday to Friday)

- 2.1 Delivery normally takes place within 6 weeks of your full payment being received and all deceased details being provided to us.
- 2.2 Urgent delivery within 2 weeks of your paid-up date, or delivery on a weekend, can be arranged for the fees set out in the Schedule of Fees (clause 12).
- 2.3 We plan each delivery around the cemetery or town name given on your order, so please make sure this is correct. An incorrect town or cemetery will require a return trip, for which the fee in the Schedule of Fees applies.
- 2.4 There must be proper road access to the cemetery for our delivery vehicle. Where access isn't possible, goods will be delivered to the nearest accessible point, and moving them from there becomes the customer's responsibility.
- 2.5 We rely on the customer to tell us in advance about any cemetery-specific access times, permits, or specifications. If we're unable to complete the assembly because we weren't informed of these, the return-transport fee in the Schedule of Fees will apply.

3. Storage of Completed Tombstones

- 3.1 We store completed tombstones free of charge for up to 60 days.
- 3.2 After 60 days, a storage fee applies as set out in the Schedule of Fees, accruing monthly until the tombstone is collected or delivered.

4. Layby Agreements & Cancellations

- 4.1 If you cancel within 48 hours of placing your order, you'll receive a full refund, less the actual bank or transaction charges incurred (currently around 5%).
- 4.2 If you cancel after 48 hours, work and expenses will already have begun on your order. You'll be refunded what you've paid, less a cancellation fee reflecting the reasonable costs we've actually incurred on your order to that point. This may include: administration and processing costs; fuel and vehicle-maintenance costs for site visits already carried out; materials used in cutting and shaping the granite, such as drill bits, cutting discs, and polishing or grinding consumables; labour hours already worked on your order, charged at our standard rate; and electricity used to run our cutting, polishing, and grinding machinery for your order. We'll provide an itemized breakdown of this fee on request. This fee will be at least R1'000, except where 20% of the tombstone's retail price is less than R1,000, in which case the lower, 20% amount will apply. In no case will the fee exceed 20% of the tombstone's retail price.
- 4.3 A laybuy order left unpaid for more than 12 months will lapse. The amount paid will be refunded, less the cancellation fee described in clause 4.2.
- 4.4 Laybuy payments, and the tombstone ordered under a laybuy agreement, remain your property and are held by us with reasonable care until the goods are delivered to you, as provided for under the Consumer Protection Act.

5. Site & Grave Preparation

- 5.1 Please clear bushes, rocks, or bricks from the grave site within 2 weeks of your purchase.
- 5.2 If you'd like us to prepare the grave itself, this is available as an additional service for the fee in the Schedule of Fees, payable at the store.

6. Assembly Requirements

- 6.1** The minimum self-build foundation size with a concrete floor is 2.15m x 0.95m for an adult grave, and 1.4m x 0.71m for a baby's grave. If the foundation is smaller than this, we won't be able to assemble on the day and will need to return on a new date, at the return-transport fee in the Schedule of Fees.
- 6.2** If the date of death is less than 5 years ago, please request lintels with your tombstone. Without lintels, the tombstone may lean or fall as the grave settles over time — see clause 9.2 regarding responsibility for this.

7. Assembly Day

- 7.1** Please be present for the assembly, with your foundation ready and the grave shown to our crew. If you or the foundation aren't ready when we arrive, the return-transport fee in the Schedule of Fees will apply.
- 7.2** Our delivery crew will wait a maximum of 30 minutes before moving on to the next customer.
- 7.3** Please don't wrap or cover the tombstone for at least 2 days after assembly, so the bonding material has time to set.

8. Accuracy of Order Details

- 8.1** Please check the deceased's details and spelling carefully before signing this contract. If an error that could have been caught at signing is only found after assembly, correcting it will be at the fee in the Schedule of Fees.

9. Warranty & Liability

- 9.1** Granite and marble are natural materials. Small variations between stones, such as lines, watermarks, or colour spots, are normal and don't qualify as defects. Cracks do qualify as defects.
- 9.2** We aren't able to control, and can't be held responsible for, ground movement after assembly — particularly where lintels weren't fitted on a grave less than 5 years old — or for damage caused by third parties, animals, or vandalism after assembly. We recommend fencing your tombstone for protection. If the concrete base sinks due to ground movement, we can rebuild it with new concrete and chips at the fee in the Schedule of Fees.
- 9.3** Outside of the exclusions in clause 9.2, your tombstone remains covered by your standard consumer warranty and quality rights under South African law, including the right to have a genuine manufacturing or assembly defect repaired or replaced.

10. Complaints Procedure

- 10.1** Please raise any concerns about the assembly itself — for example, whether it matches what you ordered, or the crew's conduct — within 7 days of the assembly date.
- 10.2** For a defect that only becomes apparent later, such as a crack, you may raise this at any time within 6 months of assembly, in line with your rights under the Consumer Protection Act.
- 10.3** If we're unable to resolve your complaint directly, you may also contact your Provincial Consumer Affairs Office or the National Consumer Commission.

11. Photographs & Marketing

- 11.1** With your consent, we may photograph your tombstone for use in our own advertising. We won't provide these photographs to other parties for their own marketing purposes, and you're welcome to decline at the time of assembly.

12. Schedule of Fees

The table below summarizes the fees referred to throughout these terms.

Item	Fee
Urgent delivery (within 2 weeks of paid-up date)	R3,000
Weekend delivery	R3,000
Storage after the free 60-day period	R300 per month, accruing
Return trip due to an incorrect cemetery/town supplied on the order	R1,500
Return transport fee (customer or foundation not ready on assembly day, or cemetery access/permit information not provided in advance)	R1,500
Correcting deceased's details or spelling after assembly, where the error could have been caught when the contract was signed	R1,000
Rebuilding a concrete base that has sunk due to ground movement	R850
Grave preparation service (payable at the store only)	R800
Laybuy cancellation fee	Calculated per clause 4.2; minimum R1,000, capped at 20% of retail price

13. Banking Details

FNB: 62413019937, or Capitec: 1365842205

Account holder: HG Ollewagen / Ollie's Tombstones & Funeral Services • Cell: 0764727823

Customer signature: _____ **Date:** _____