



# **Terms and Conditions**

### 1. Introduction

Legacy Pet Crematorium provides compassionate and professional pet cremation services. This document outlines the terms and conditions governing our services, ensuring a clear understanding between Legacy Pet Crematorium and our clients.

### 2. Definitions

- **Client:** The individual or entity requesting and paying for our services.
- **Services:** The pet cremation and related memorial services provided by Legacy Pet Crematorium.
- Veterinarian: The pet healthcare provider.
- Agreement: The mutual understanding between the Client and Legacy Pet Crematorium, as outlined in these Terms and Conditions.

## 3. Services Provided

Legacy Pet Crematorium offers the following services:

- Individual pet cremation •
- Communal pet cremation
- Memorial products (urns, plaques, jewellery)
- Pickup and delivery services
- Viewing and farewell services

### 4. Payment Terms

Payment is made to the Veterinarian for the pet's cremation and Return of Ashes, according to the client's choice. Payment is due at the time of service if you have arranged directly with Legacy Pet. We accept cash, credit cards, and electronic transfers. Additional fees may apply for special services or after-hours arrangements.

#### Legacy Pet Crematorium

VAT No. 4920225937 Co. Reg.

2013/101002/07 Directors: Dean Webb Dave Oxenham Mark Slaughter Gauteng

011 875 2099 info@legacypet.co.za 191 Homestead Road, Inadan, Kya Sands, Randburg

Western Cape

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## 5. Client Responsibilities

Clients are responsible for:

- Providing accurate information about their pet, such as weight and breed
- Making timely payments
- Adhering to our policies and procedures •
- Informing us of any special requests or concerns

### 6. Company Responsibilities

Legacy Pet Crematorium commits to:

- Providing respectful and dignified cremation services •
- Maintaining a clean and secure facility •
- Collecting pet remains from veterinarians and welfare organisations in a dignified manner
- Ensuring the return of the correct pet remains •
- Offering compassionate customer service
- Adhering to all relevant laws and regulations •

## 7. Cancellation and Refund Policy

Cancellations made before the cremation process begins may be eligible for a full refund. Once the cremation process has started, refunds are not possible. In exceptional circumstances, partial refunds may be considered at the discretion of management.

## 8. Liability

While we take utmost care in our services, Legacy Pet Crematorium is not liable for:

- Natural decomposition of remains prior to our receiving the pet •
- Damage to items left with the pet for cremation
- Delays due to unforeseen circumstances or acts of nature
- Mistakes made by Veterinarians when ordering cremations •
- Emotional distress related to the loss of a pet •

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## 9. Privacy Policy

We respect your privacy and protect your personal information. We collect only necessary information for providing our services and do not share it with third parties except as required by law.

## **10. Dispute Resolution**

In the event of a dispute, we encourage clients to contact us directly to resolve the issue. If a resolution cannot be reached, mediation will be pursued before any legal action. Both parties agree to act in good faith to resolve any disputes.

## 11. Governing Law

These Terms and Conditions are governed by the laws of South Africa. Any legal proceedings shall be brought in the courts of Gauteng, South Africa.

### **12.** Amendments

Legacy Pet Crematorium reserves the right to amend these Terms and Conditions at any time. Changes will be communicated through our website and/or direct communication with clients. Continued use of our services after changes constitutes acceptance of the new terms.

### **13. Contact Information**

For inquiries or support, please contact Legacy Pet Crematorium at: 011 875 2099

Info@legacypet.co.za

### 14. Online Store Policies for Memorabilia and **Keepsakes**

### 14.1 Scope of Services

Legacy Pet Crematorium's online store offers a range of memorial products to honour your beloved pets. Our primary offerings include:

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- Ash and Glass Keepsakes: Customized glass artworks incorporating your pet's ashes
- Memorial Jewellery: Glass Pendants and bracelets designed to hold a small portion of ashes
- Memorial Stones: Using all your pets ash, ceramic stones are created
- Silver Jewellery: Custom made paw print jewellery
- Garden Stones: Choice of moulded stones
- Pet portraits: using owners photographs Legacy offer 3D, digital and charcoal portraits

### 14.2 Order Process

To place an order for ash-incorporated keepsakes:

- 1. Select your desired item from our online
- 2. Complete the order form, providing all necessary details and payment
- 3. Upon confirmation of your order, we will provide instructions for sending a portion of your pet's ashes
- 4. Package the ashes securely as per our guidelines and Legacy will send a courier to collect
- 5. Once we receive the ashes, we will begin crafting your keepsake
- 6. We will notify you when your item is complete and ready for shipment

### 14.3 Refund and Exchange Policy

Our refund and exchange policy for online store items is as follows:

- Defective Items: If you receive a defective item, contact us within 7 days of receipt. We will arrange for a replacement at no additional cost.
- Incorrect Orders: If we have made an error in your order, we will correct it at our expense. Please notify us within 7 days of receiving the item.
- Customer Satisfaction: Due to the personalized nature of our products, we cannot offer refunds for change of mind. However, we are committed to your satisfaction and will work with you to resolve any issues.
- Customization Errors: If the error in customization is on our part, we will remake the item at no cost. If the error was in the information provided by the customer, a remake fee may apply.

### 14.4 Shipping and Handling

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For ash-incorporated keepsakes:

- We provide a specialized shipping envelope in the Return of Ashes Scatter Box for sending your pet's ashes safely and securely
- Shipping of ashes to our facility is included in the cost
- Once your keepsake is complete, we will ship it back to you via insured, • trackable mail at our expense
- Standard production time is 4-6 weeks from receipt of ashes, plus shipping time
- Rush orders are not recommended as there may be a reduction in quality

### 14.5 Liability

While we take the utmost care in handling your pet's ashes and creating your keepsakes, please note:

- We are not responsible for any loss or damage to ashes during transit to our facility
- We cannot be held liable for any emotional distress related to the process of creating ash-incorporated keepsakes
- In the unlikely event of loss or damage to ashes while in our possession, our • liability is limited to the cost of the ordered item
- We are not responsible for any damage to keepsakes occurring after delivery ٠ to the customer

### 14.6 Privacy and Data Protection

In addition to our general privacy policy outlined in Section 9:

- We treat all information related to your pet and your order with the utmost confidentiality
- Credit card information is not stored and is processed through secure, • encrypted channels
- We do not share your personal information or details about your order with any third parties, except as required for order fulfilment
- We maintain strict protocols for handling and storing ashes to ensure they are never mixed or mishandled

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By placing an order through our online store, you acknowledge that you have read, understood, and agree to these additional terms and conditions, in conjunction with the general terms outlined in the preceding sections.

# Acceptance of Terms

By using the services of Legacy Pet Crematorium, clients acknowledge that they have read, understood, and agree to be bound by these Terms and Conditions.

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