

# Website Terms of Use

This website is operated by The Lychway Funeral Directors Ltd and its related companies namely (Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials)).

These Terms of Use (Terms of Use) contain the terms and conditions that govern your access to, and use of, this website and all associated websites owned and operated by The Lychway Funeral Directors Ltd and its related companies namely (Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) and/or its related bodies (each, the Website).

These Terms of Use apply to all users of the Website, and constitute an agreement between The Lychway Funeral Directors Ltd and its related companies namely (Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) and you ("you" or "your"). By using the Website, you indicate that you have read and accepted these Terms of Use. By accepting these Terms of Use, you agree to be bound by them and represent to us that you have the legal capacity to accept these Terms of Use. If you do not agree to these Terms of use, you must not use the Website. We may make changes to these Terms of Use from time to time for any reason. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time. We will publish those changes on the Website. By continuing to use the Website after the changes take effect, you indicate that you have read, accepted and agree to the updated Terms of Use.

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons.

You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Website is directed to people residing in New Zealand and abides by New Zealand law. All prices quoted are in NZD and are subject to change at any time.

The content on the Website is provided for general information only. It is not intended to amount to advice on which you should sole rely on. Our funeral directors will provide advice specific to your needs.

## 1. Website content

1.1 All intellectual property relating to the Website, including without limitation all materials, information and content on the Website (including without limitation text, software, graphics, design, photographs, images, videos, names, trade marks and layout, appearance and looks of the Website) (the Website Content) is owned by I The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) or its related bodies corporate, and may be protected by copyright, trade marks and/or other intellectual property rights.

1.2 The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) does not grant to you any licence or right in, or assign all or part of, its intellectual property rights in the Website Content or the Website.

1.3 The Website Content is provided for your personal and non-commercial use only, unless otherwise authorised by The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials).

1.4 You acknowledge and agree that:

(a) you will not modify, copy, reproduce, publish, republish, disseminate, circulate or distribute in any way any part of the Website or Website Content without the express prior written consent of The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials);

(b) you will not do anything with the Website (including the Website Content) that is not expressly authorised by these Terms of Use;

(c) if you print off, copy, download, share or repost any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **2. Use of the Website**

2.1 You acknowledge and agree that you will:

(a) abide by all applicable copyright laws (and other applicable intellectual property laws); and  
(b) use the Website in a responsible manner, and in compliance with all relevant laws, regulations, standards or codes.

2.2 You agree that you will not:

(a) use the Website or any Website Content for any purpose that is unlawful or prohibited by these Terms of Use;

(b) store in any electronic or other medium, publish, distribute, communicate to the public, change, modify, adapt, manipulate, reverse engineer, decompile, distort or enhance any of the Website Content including by "scraping" any Website Content;

(c) incorporate or merge any of the Website Content with any other material, including advertising or promotional material;

(d) transmit, distribute, post or submit any information concerning any other person or entity without their permission (including without limitation names, photographs, or any other information relating to that person or entity);

(e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) on or through the Website or any service offered on or through the Website;

(f) pretend that you are, or that you represent, someone else, or impersonate any other individual or entity;

(g) defame, harass, threaten, menace or offend any person;

- (h) attempt to use any device or software to modify, remove, deface, hack or otherwise interfere with the Website or any Website Content; or
- (i) knowingly transmit any virus, worm, trojan horse or other disabling feature to or through the Website;
- (j) probe, scan or test the vulnerability of the website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
- (k) reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, or any other customer of The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials), including any account not owned by you.

2.3 If you breach these Terms of Use, notwithstanding any other rights that The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) may have, The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) may, without notice to you, block you from the Website.

### **3. Purchases**

3.1 Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Website.

3.2 You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature.

3.3 If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any service offered on or through the Website, the latter terms shall control with respect to your use of that portion of the website or the specific service.

### **4. Disclaimer**

4.1 Unless specified otherwise, any Website Content made available on the Website is general information only, and does not take into account your specific circumstances.

4.2 You acknowledge that your use of the Website (including the Website Content) is at your own risk.

4.3 Unless specified otherwise, The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) (and its related bodies corporate) does not make any representation or warranty, whether express or implied, about the Website or the Website Content, including without limitation in relation to:

(a) the accessibility or operation of the Website; or

(b) the accuracy, reliability, timeliness, correctness, completeness or suitability of the Website Content; or

(c) the accuracy, reliability, security, confidentiality, correctness, compatibility of the Website, and to the fullest extent permitted by law, I The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) (and its related bodies corporate) excludes all representations and warranties relating to the Website or Website Content.

4.4 The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) may amend or remove any Website Content at any time.

## **5. Liability**

5.1 To the maximum extent permitted by law, I The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) excludes all liability for any loss, damage, costs or expense (whether direct, indirect, special and/or consequential loss) suffered by you or any third party, or claims made against you or any third party, which arise out of or in connection with your use of, or your inability to use, the Website or the Website Content.

## **6. Indemnity**

6.1 You indemnify The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) (and its related bodies corporate) from and against any loss, claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses) incurred or suffered by The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) (or its related bodies corporate) and any of its officers, employees or agents, which arise from, or in connection with:

- (a) your use of the Website;
- (b) a breach by you of these Terms of Use;
- (c) any deletions, additions, insertions, or modifications to, or any unauthorised use of, the Website or Website Content by you; or
- (d) any wilful, unlawful or negligent act or omission by you.

## **7. Third party websites**

7.1 The Website may contain links to websites owned and operated by third parties. Unless otherwise stated The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) does not control, endorse, sponsor or approve any such third-party websites or their content.

7.2 If you access a third-party website through the Website, you do so at your own risk. The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) is not liable for any loss or damage (including special, indirect or consequential loss) that you incur or suffer arising from your use of or access to any third-party website.

## **8. Privacy**

8.1 The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) Privacy Policy forms part of these Terms of Use and apply to your use of the Website. The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) Privacy Policy is available: <https://invocare.co.nz/privacy-policy/>.

## **9. Viruses**

9.1 We do not guarantee that the Website will be secure or free from bugs or viruses.

9.2 You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software (and will keep such software up to date).

9.3 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

## **10. Rules about linking to the Website**

10.1 You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

10.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

10.3 You must not establish a link to the Website in any website that is not owned by you.

10.4 The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page of the Website.

10.5 We reserve the right to withdraw linking permission without notice.

10.7 If you wish to link to or make any use of content on the Website other than that set out above, please contact [info@thelychway.co.nz](mailto:info@thelychway.co.nz)

## **11. General**

11.1 These Terms of Use are governed by and construed in accordance with the laws of New Zealand.

11.2 If any of the terms in these Terms of Use are invalid, unenforceable or illegal, that term will be severed and the remainder of these Terms of Use will continue to have full force and effect.

11.3 Any failure by The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) to enforce any of its rights under these Terms of Use will not be treated as a waiver by The Lychway Funeral Directors Ltd and its related companies namely ( Kelly Funeral Home; Rose City Funeral Home; Chester Burt Funeral Home; and Purely Cremations and Simple Burials) of those rights.

11.4 If you wish to complain about any other content, please contact us on [info@thelychway.co.nz](mailto:info@thelychway.co.nz)