Terms Of Business

Brian Thomas Funeral Service a company incorporated in Wales, having its registered address at Mawdlam, Bridgend, CF33 4PH ("**we**", "**us**" or "**our**")

We are a member of The Society of Allied & Independent Funeral Directors (the "SAIF") a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, and subscribe to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

For the purpose of these terms:

"**you**" or "**your**" means the person engaging the services; and

"**services**" means funeral arrangement, support and advice services provided by us.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the "**Terms**"), and you acknowledge you have read, understood and agree to be bound by these Terms.

1 **Estimates and Expenses**

1.1 The estimate attached sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, on the basis of the information and details provided by you at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties are involved and may change their rates or charges which is out with our control.

1.2 We may not know the total sum of third-party charges in advance of provision of the services; however, we will give you a best estimate of such charges prior to the provision of the services in the written estimate. The actual amount of the charges will be detailed and shown in the final account.

1.3 If you amend your instructions in terms of the services, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published in our current price list.

1.4 On occasion we may also charge you an administration fee. For example, we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt

collection agents, we may also recover from you the fees we incur. Further details regarding these fees are available on request.

2 **Payment Arrangements**

2.1 We will issue you with an invoice for payment in relation to any services provided or undertaken.

2.2 The payment of an invoice is due within 28 days of date of our invoice, unless otherwise agreed by us in writing or unless you optioned for one of our fixed cost, simplified or standardised funerals arrangements, when the deposit requirements and payment terms will be much shorter.

2.3 **For Fixed Cost Direct Funerals:**

Disbursements are due in full before the funeral date.

2.4 **For Simplified Funerals:**

A disbursement deposit is required before the funeral, with the balance due following provision of the services within 28 days of our invoice.

2.5 **Standardised Price & Traditional funerals**

The balance is due following provision of the services within 28 days of our invoice.

2.6 If you fail to pay in full on the due date for any of the services provided to you, we may charge you interest:

2.6.1 at a rate of 4% above our bank's Base Rate from time to time in force;

2.6.2 calculated (on a daily basis) from the date of our account until payment;

2.6.3 compounded on the first day of each month.

2.7 We may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums (unless a Court orders states otherwise).

3 **Indemnity and Liability**

3.1 You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice.

3.2 We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising.

3.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

4 **Data Protection**

4.1 Words shown in italics are defined in the Data Protection Act 2018 (the "**Act**").

4.2 We respect the confidential nature of the information given to us and, where you provide us with *personal data* ("**data**"), we will ensure that the data will be held securely, in confidence and processed only for the purpose of carrying out the services.

4.3 In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly.

4.4 Further details regarding these third parties are available upon request.

5 **Cooling-Off Period**

5.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the "**Cooling-off Period**"). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must tell us in writing at the time of your initial instruction.

5.2 In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

6 **Termination**

6.1 The services may be terminated before the services are delivered:

6.1.1 by us if you fail to honour your obligations under these Terms; and

6.1.2 by you communicating to us in writing, whether this be by text, email or post that you are terminating your instructions and engagement of the services.

6.2 You must tell us in writing as soon as practicable of any termination.

6.3 If we or you terminate the services you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

7 **Standards of Service**

7.1 The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated

senior person. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action.

7.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to standards@saif.org.uk.

7.3 Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Therefore, we endeavour to meet all dates and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.

7.4 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

8 **Agreement**

8.1 Your instructions will not create any rights enforceable by virtue of the [*Contracts Rights of Third Parties Act 1999* OR *The Contract (Third Party Rights) (Scotland) Act 2017*] by any person not identified as our client.

8.2 If any of these Terms are unenforceable as drafted:-

8.2.1 it will not affect the enforceability of any other of these Terms; and

8.2.2 if it would be enforceable if amended, it will be treated as so amended.

8.3 The parties agree that these Terms along with estimates and services accounts constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter

8.4 Notwithstanding anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.

8.5 Our liability is excluded to the maximum extent permitted by law including any implied terms.

8.6 No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.

8.7 These Terms are subject to *Welsh Law*. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms, you submit to the non-exclusive jurisdiction of the Welsh courts.

9 **Additional legal requirements**

9.1 Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

9.2 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £55 per bearer will be charged.

9.3 Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed.

9.4 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership. Cremated Remains are only kept at our branch for a maximum of 1 month unless otherwise agreed with ourselves. Any Cremated Remains not claimed or collected after 1 month are charged a £5 per day fee for up to 3 months and then returned to the crematorium for no witness Scattering.

9.5 We will update our Facebook with the details of your funeral services. (If requested) You will be asked your preferences with the information to be displayed.