

Funeral Service Terms and Conditions

Correct January 2018

1. These Terms

- 1.1. What these terms cover. These terms govern the funeral care services we provide to you, as detailed in your Funeral Estimate Form (the Funeral Services), as well as any goods we supply to you as part of the Funeral Services.
- 1.2. Why you should read them. Please read these terms carefully. These terms tell you who we are, how we will provide Funeral Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. Who we are. We are E C Alderwick and Son Ltd and our address is Southville Lodge, Southville Road, Southville, Bristol, BS3 1DJ.
- 2.2. Our funeral homes. We own and operate Thomas Davis, Cotton & Sons, Bristol South Funeral Services and Heaven on Earth Funeral Service.
- 2.3. How to contact us. You can contact us by telephoning our client service team at 0800 018 4386 or by writing to us at the above address or emailing info@bristolfunerals.co.uk
- 2.4. How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have provided to us. It is your responsibility to ensure that the details you provide to us are accurate and up to date at all times.
- 2.5. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. A contract will come into existence between you and us at the point when we accept your completed instructions. We will then send you a Funeral Estimate Form which provides details of the Funeral Services you have ordered.

4. About the Funeral Services

- 4.1. What the Funeral Services will include. We will provide the Funeral Services that you have agreed with us after viewing our brochure and price list. Details of what is covered can be found in the Funeral Estimate Form that we send to you when we have accepted your instructions. Any services that are not detailed in the Funeral Estimate Form, or have not otherwise been agreed with us in writing, will not be included in the Funeral Services. Please note that in all cases the following do not form part of the Funeral Services and will incur an additional charge if required:
 - 4.1.1. *removal of any medical devices such as pacemakers or artificial limbs upon your request or where necessary for us to carry out the Funeral Services;*
 - 4.1.2. *any fees that we are asked to pay by coroners or doctors on behalf of you or the deceased;*
 - 4.1.3. *any additional products or services provided by third parties not previously agreed with us in writing, for example crematoria or cemetery services that you or the deceased have agreed directly with a third party.*
- 4.2. We are not responsible for delays outside our control. If our performance of the Funeral Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of significant delay you may contact us to end the contract and receive a refund for the Funeral Services you have paid for but not received.
- 4.3. If you want to make changes to the Funeral Services. After we accept your instructions you are free to make changes to the Services up to the date of the funeral, provided we are able to accommodate your request and agree in writing. Please be advised that in some cases changes to the Funeral Services may result in additional costs which will be added to the final funeral account. In any event we will tell you if you request a change to the Funeral Services that will result in additional costs to you.
- 4.4. We may make changes to the Funeral Services to enable us to comply with the law. Where necessary to enable us to comply with our statutory obligations we may make minor changes to the Funeral Services, provided that the changes do not in any way disadvantage you. We will not make any significant changes to the Funeral Services without obtaining your prior consent.

5. Products and services provided by external suppliers

- 5.1. Our duty to ensure products and services are delivered by third parties. Some aspects of the Funeral Services will be delivered by our external suppliers. We will do what we can to ensure that any goods or services provided to you by third parties under this agreement are delivered on time and are of a reasonable quality, but please note that we cannot guarantee performance by our suppliers.
- 5.2. Products may vary slightly from their pictures. Any images of products displayed online or in brochures are for illustrative purposes only. Although we have made every effort to display products accurately, the products may differ slightly.

6. Your obligations to us

- 6.1. What you have to provide us. Before we can carry out the Funeral Services, you must provide us with the relevant documents which are necessary for us to organise the funeral according to the manner of the death.
- 6.2. You must have the right to allow the funeral services to be carried out in respect of the deceased. We are not responsible for any loss suffered by you or third parties if you do not have the right to make funeral arrangements on behalf of the deceased.

7. Care of the deceased

- 7.1. How we will treat the body. You permit us to exercise our own professional discretion to treat and prepare the body of the deceased so that it is ready for the funeral. In treating the body we will take into account any instructions you give us, but please note the following:
 - 7.1.1. *we may refuse instructions we consider unreasonable, or that could pose a health and safety risk or result in serious deterioration of the body;*
 - 7.1.2. *we reserve the right to dispose of any soiled items of clothing that may pose a risk to our staff members; and*
 - 7.1.3. *although we will endeavour to preserve the body as best we can, we are not responsible for any normal physical deterioration in the body of the deceased whilst in our care.*
- 7.2. Viewing the deceased. We are unable to accommodate any viewings of the deceased before the body has been prepared for the funeral. Once all preparation of the deceased has been completed we will endeavour to accommodate visitations wherever possible, but please note that viewings can only take place at times when we are able to facilitate them. We also reserve the right to decline visitations if we reasonably determine that the condition of the body is such that visitations could give rise to a health and safety risk.
- 7.3. The deceased's wishes. We do not have any knowledge of the deceased's wishes regarding the funeral. We are not responsible for any additional costs incurred if any aspects of the Funeral Services need to be adapted or cancelled if it becomes apparent that the Funeral Services you have ordered conflict with the wishes of the deceased or the deceased's personal representatives.
- 7.4. The deceased's cremated remains. If you have chosen a cremation service, it is your responsibility to collect the cremated remains of the deceased after the service. If you do not collect the remains we may hold them on your behalf, but if you do not contact us to arrange collection within 6 months of the funeral service we reserve the right to dispose of the remains ourselves.

8. Cancelling within 14 days – your cooling-off rights

- 8.1. You can end the contract immediately in the first 14 days. If you change your mind after we receive your instructions then you have the right to cancel the contract without charge within your cooling-off period. The cooling-off period lasts for 14 days from the date that we received your instructions. If you wish to exercise this right, just contact us by phone, email or post and let us know that you want to cancel the funeral and, as long as the cooling-off period has not expired, we will refund any payments you have made to us. Please note however this right will not apply if you have instructed us to carry out the services during your cooling-off period. See clause 8.2 below for more details.
- 8.2. We may charge you for any Funeral Services carried out during your cooling-off period. In most cases we may need to carry out Funeral Services during the 14 day cooling-off period to enable the funeral to go ahead on the date you have chosen. If we do this upon your request then you will still generally have a right to cancel within 14 days, but we can charge you for any Funeral Services carried out up to the date you cancelled. Please note that once all the Funeral Services have been carried out in full, you will lose the right to cancel.

9. Cancelling after 14 days

- 9.1. What happens if you have good reason for ending the contract. You may end the contract by writing to us in any of the following cases:
- 9.1.1. *If you have a legal right to end the contract because of something we have done wrong.*
 - 9.1.2. *If we have told you about a significant upcoming change to the Funeral Services or these terms which you do not agree to;*
 - 9.1.3. *If we have told you about a significant error in the price or description of the Funeral Services you have ordered and you do not wish to proceed; or*
 - 9.1.4. *If there is a risk the Funeral Services may be significantly delayed because of events outside our control.*
- 9.2. What happens if you end the contract without a good reason. If you are not ending the contract in the first 14 days as set out in part 8.1 or for one of the reasons set out in part 9, you must give us 7 days' notice in writing to end the contract. If you do not have a valid legal right to end the contract you must compensate us for any costs we have reasonably incurred in fulfilling your order up to the date that you cancelled. Please note that you will still be liable to pay for any parts of the funeral that we are unable to cancel. We will also charge you a cancellation fee to cover the administrative costs that we will incur in cancelling the funeral you have ordered. The cancellation fee will be 20% of our professional services charge as detailed in the Funeral Estimate Form.

10. Our rights to end the contract

- 10.1. We may end the contract if you break it. We may end the contract at any time by writing to you if:
- 10.1.1. you do not make a payment to us when it is due and you still do not make payment within 21 days of us reminding you that payment is due; or
 - 10.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Funeral Services; or
 - 10.1.3. in our reasonable opinion, you have acted inappropriately, engaged in criminal activity or shown an unacceptable level of discourtesy or harassment to any other member or to a member of our staff or representative.
- 10.2. You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem with the Funeral Services

- 11.1. How to tell us about problems. If you have any questions or complaints about the Funeral Services, please contact us immediately. You can contact us by telephoning our client support at 0800 0184386, by writing to us at Southville Lodge, Southville Road, Southville, Bristol, BS3 1DJ, or emailing us at clientsupport@bristolfunerals.co.uk.
- 11.2. Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the Funeral Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

12. Price and payment

- 12.1. We can only estimate the total price when you place your order. Please note that as the Funeral Services will be provided by a number of different third parties we are unable to guarantee what the total price will be when you instruct us. The total price may also change if you make additions or changes to your specifications before the date of the funeral. Our total estimated charges are set out in your Funeral Estimate Form.

- 12.2. We may ask for an advance payment to cover third party costs. When you place your order we may request an advance payment to cover the amounts we must pay to our suppliers before the date of the funeral. If we do this, the amount payable will be detailed in your Funeral Estimate Form and we reserve the right not to carry out the Funeral Services until you have made this payment.
- 12.3. We will send you the final funeral account after the funeral. After the funeral has taken place we will send you the final funeral account. This will contain a fully itemised bill of what needs to be paid, and when it needs to be paid by. We will always try to ensure that the final account is as close to our initial estimates as possible, but please note the final account figure may be higher than our estimate for reasons outside of our control, for example if one of our suppliers increases its charges or we are forced to use a different supplier.
- 12.4. How you can pay. We accept payment by credit cards, debit cards, online BACS, cheque or cash.
- 12.5. When you have to settle the final funeral account. Starting from the date that you receive your final funeral account you will have 30 days to pay the outstanding balance in full.
- 12.6. We may charge interest on late payments. If the final funeral account is not paid in full in accordance with part 12.5 we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7. You must compensate us if we have to take legal action to collect payment. Please note that you must pay us all reasonable costs, fees, disbursements and charges (including legal fees) that we reasonably incur in recovering any unpaid invoices.

13. Our responsibility for loss or damage suffered by you

- 13.1. We are only responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Please note that under no circumstances will we be liable for any business or commercial loss suffered by you or anyone else.
- 13.2. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; including the right to receive the Funeral Services as described and supplied with reasonable skill and care.

14. Personal data and confidentiality

To find out more information about how we use your personal data, please see our Privacy Policy.

15. Other Important Terms

- 15.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2. If a court finds part of this contract unlawful, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 15.4. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Funeral Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Funeral Services in either the Scottish or the English courts.