

Allen-White (Funeral Directors) Limited – Terms and Conditions

These 'Terms and Conditions' set out the provision of services by us, Allen-White Limited, of Crown Mews, Bath Road, King's Stanley, Stonehouse, Gloucestershire, GL10 3JG to you, the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or a Bank Holiday;

"Contract" means the agreement for the provision of the Services, as explained in Clause 2;

"Disbursement" means a payment made to third parties on your behalf, including, but not limited to, Minister and Church fees, doctors' fees, or regulatory fees;

"Estimate" means a written indication of the charges likely to be incurred for professional fees and Disbursements and may be subject to change in accordance with clauses 3.1 and 3.2;

"Final Account" means the total price payable for the Disbursements and Services; and

"Services" means the services which are to be provided by us to you under your instruction.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications via e-mail.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by us and will form the basis of the Contract between us and you. Before signing the Contract for the Provision of Funeral Services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 By signing these Terms and Conditions you are agreeing that you are the person responsible for payment of the Final Account.

3. Estimates

3.1 We will provide an estimate of sums due. The estimate provided sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration where circumstances occur outside of our control and where your requirements change.

3.2 We may not know the amount of Disbursements in advance of the funeral; however, we will give you a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account.

3.3 All estimates shall be valid for 14 days.

4. Orders

4.1 All Orders for Services will be subject to these Terms and Conditions. A legally binding contract between us and you will be created upon your signing the Contract for the Provision of Funeral Services.

4.2 You may change your Order a minimum of 3 working days before the funeral by contacting us directly.

4.3 If your Order is changed, we will inform you of any change to the Final Account.

4.4 Any dates and times referred to by us shall not be deemed confirmed until they are agreed by us in writing. 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. Where this is the case we will attempt to contact you in advance, using the details provided, and advise you of alternative arrangements.

5. Payment

5.1 The Final Account is due for payment within 28 days of our Final Account, unless otherwise agreed by us in writing.

5.2 We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.

5.3 We accept payment by Cash, BACS or Banker's cheque. We do not accept payment by Card.

5.4 If you do not make payment to us by the due date, we will charge you interest on the overdue sum:

- at the rate of 4% above our bank's base rate;
- calculated (on a daily basis) from the date of our Final Account until payment received;
- compounded on the first day of each month; and
- before and after any judgement (unless a court orders otherwise).

Interest will accrue on a daily basis from the due date. You must pay any interest due when paying an overdue sum. We may recover the cost of taking legal action to enforce payment.

5.5 The provisions of Sub-Clause 5.4 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

6.1 All Services will be provided by us in accordance with all relevant laws, rules and regulations.

6.2 We will not undertake any Services that conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.

6.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates specified in the letter of confirmation. We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.

6.4 If we require any information from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.

6.5 If the information you provide under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided we may charge you a reasonable additional sum for that work.

7. Problems with the Services

7.1 We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform us as soon as is reasonably possible.

7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by us, any of our agents or employees or sub-contractors. If we determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 6.5 will apply and we may charge you for any delays as a result.

7.4 As a consumer, you have certain legal rights with respect to the purchase of services. We are, for example, required to provide the Services with reasonable care and skill. You also have remedies if we use materials that are faulty or incorrectly described. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

8. Our Liability

8.1 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms and Conditions.

8.2 This means that you are liable to us for losses we incur because you do not comply with these Terms. For example, we will charge you an administration fee where 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. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

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9. Events Outside of Our Control

9.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include but are not limited to: failure of any sub-contractor (including ministerial), power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

10. Termination

10.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract if you so wish. This right can be exercised by sending or taking a cancellation notice to the address stated above at any time within the period of 14 days starting from the date of signing the Contract. Notice of cancellation will be deemed from the day it is received to us. It is your responsibility to ensure your Notice of Cancellation has been received in writing by us.

10.2 You should understand that, should you choose to cancel the contract having given your written authority to commence work, you will be charged for Services provided and/or Disbursements incurred.

10.3 We may cancel your Order in writing at any time before we begin providing the Services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control continues for more than 14 days (please see Clause 9 for events outside of our control).

10.4 Either Party may terminate the agreement without notice in these circumstances:

10.4.1 If either Party has breached the Contract in any material way and has failed to remedy that breach within 5 days of being asked to do so in writing; or

10.4.2 If either Party fails to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.4).

11. How We Use Your Personal Information (Data Protection)

11.1 We respect the confidential nature of the information given to us, and where you provide us with personal data we will ensure that the data will be held securely, in confidence and processes for the purpose of carrying out our services.

11.2 In order to provide our services we will need to pass such data to third parties performing some of the services for you.

11.3 Your personal data will be collected, used and held in accordance with the provisions of the Data Protection Act 1998. Under the Act you have the right to know what data we hold on you and can, by applying in writing and paying a fee, receive copies of that data.

13. Other Important Terms

13.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.

13.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13.4 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction

14.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

Agreement to Terms and Conditions

Client's Full Name: _____

Client's signature: _____

Date signed: _____

Funeral Director's Name: _____

Funeral Director's signature: _____

Date signed: _____