

HEAD & WHEBLE

FUNERAL DIRECTORS & MONUMENTAL MASONS

ESTABLISHED 1926

TERMS OF BUSINESS

1. Definitions

Cancellation Notice; means a pro forma notice in the form annexed to the Estimate and Confirmation Notice and these Terms and Conditions;

Ceremony Date; means the date of the funeral, Exhumation, Cremation, direct cremation, Memorial Service or Repatriation as the case may be;

Company or We; Head and Wheble Funeral Directors (is this the company's full legal name or its trading name?); 1a Oxford Road, Lansdowne, Bournemouth BH8 8EY;

Cremation Notice; means a pro forma notice in regard to cremation arrangements in the form annexed to these Terms and Conditions;

Disbursements; means all out of pocket expenses incurred by us in providing the Services as set out in clause 6;

DWP; means the Department of Work and Pensions; Estimate and Confirmation Notice; means the proforma notice providing written confirmation of the Estimate in the form annexed to these Terms and Conditions;

Final Account; means invoice of all fees and Disbursements incurred when providing Services to you; the Instructions; means instructing us to make specific arrangements;

NAFD; means the National Association of Funeral Directors;

Notice of Right to Cancel: Under the Consumer Contracts Regulations 2013 you have the right to cancel this agreement with us within 14 days if done so in writing.

Nominated Third Party; means a third party instructed by you to administer the deceased person's estate on your behalf, such person or organisation being a solicitor, accountant, bank, the DWP or other body or individual);

Services; means any of the Services we have agreed to provide to you, including, without limitation; Cremation; Direct Cremations; Exhumation; Full Service Funeral; Memorial Service; Monumental Masonry; Pre-Paid Funerals and Repatriation. The meaning of these Terms is given in the glossary provided to you and attached to our Estimate.

2. Estimate

2.1 We shall provide to you a written confirmation of the Instructions and a written itemised Estimate of all funeral charges, and all Disbursements known at the time of making the Instructions (the 'Estimate').

2.2 You will provide written acceptance of the Estimate and the Instructions using the annexed Estimate and Confirmation Notice, which will complete the contractual agreement.

2.3 In circumstances where Disbursements may not be known in advance of the Ceremony Date, we will give a best Estimate of all costings and the final account will show this.

2.4 If you amend the Instructions, we shall endeavour to inform you of any possible changes to the Estimate and obtain your written consent to any variation to the Estimate.

2.5 We endeavour to provide a prompt and exceptional level of Service for you. However there may be circumstances, which are beyond our control, where we are unable to fulfil our obligations to you on the Ceremony Date. In the event that the Services requested do not take place on the Ceremony Date specified to you;

2.5.1 We will contact you in advance and advise you of alternative arrangements;

2.5.2 We shall repay to you within thirty days of the Ceremony Date, any advance payment, deposit or pre-payment made by you less any Disbursements and fees, if the alternative arrangements are not to your satisfaction.

2.6 If you choose any type of cremation you will need to complete a Cremation Notice in the form provided to you.

2.7 These Terms and Conditions are supplemental to our Estimate.

3. Estimate of Confirmation Notice

3.1 An Estimate and Confirmation Notice is annexed to these Terms and Conditions.

3.2 The Estimate and Confirmation Notice provides you with;

3.2.1 Details of the Services we are providing, including the date and time, place of assembly, Service, place of committal and any additional Services in respect of such things as arrangements for the cremated remains; and

3.2.2 An Estimate of the costs of the funeral.

3.3 When signed by you, it indicates an approval of the arrangements and costs and constitutes a formal contractual agreement.

4. Responsibility for Payment

4.1 By providing us with Instructions you are solely responsible for the payment, in full, without set off or deduction of all invoices, fees and Disbursements incurred by us.

4.2 We will forward our Final Account to a Nominated Third Party, when so instructed by you.

4.3 You, as our client, will be personally liable for making payment in full of all our invoices, and any fees and Disbursements incurred and simply forwarding the Final Account to another person will not discharge that liability.

4.4 You remain liable to us until full payment of the Final Account is received by us. This is repetition.

4.5 You also remain liable for any outstanding balance due to us which (in applicable cases) is not discharged by your Nominated Third Party.

4.6 At all times it is your responsibility, as our client, to ensure that payment is made within the payment terms).

4.6 At all times it is your responsibility, as our client, to ensure that payment is made within the payment Terms detailed below in clause 5 (payment terms).

4.7 Where you have received an Estimate that includes an anticipated contribution by the DWP Social Fund Grant (the "Grant"), on the basis of the information provided to the DWP, we are not responsible for any difference between the actual and anticipated Grant. You remain liable for any shortfall between the Final Account Invoice and any Grant amount we receive.

5. Payment Terms

5.1 We retain the title to all goods supplied and rights obtained from third parties until such time as it receives payment in full of the Final Account.

5.2 We will produce the Final Account as soon as it is reasonably practical after the Ceremony Date. The Final Account details all applicable charges for Services provided and Disbursements (except those payable by a pre-payment fund) and records any payments already received and any loyalty or affinity discounts. The balance shown is due for settlement within 28 days.

5.3 No Deposit is due prior to an Attended Ceremony (See 5.2 for final account payment). Payment in full is required upfront for an Unattended Ceremony (Direct Cremation).

5.4 Where settlement of the Final Account is by funds from a recognised pre-payment funeral plan, arranged in advance of the Ceremony Date, any difference between the funeral plan payment and the Final Account is your sole responsibility.

5.5 Where settlement of the Final Account is by an interest free credit agreement, between us and a finance house offering interest free credit, the Final Account will be submitted as soon as practicable direct to the finance house for settlement. A copy of the Final Account will also be sent to you for your records.

5.6 Where settlement of the Final Account has been referred by you to a Nominated Third Party, the Final Account will be sent as soon as practicable to the Nominated Third Party. A copy of the Final Account will be sent to you for your records. A copy of the Confirmation Notice is annexed to these.

6. Disbursements

6.1 We charge separately for additional expenses that we incur. Disbursements paid for on your behalf will be charged at cost plus VAT (if applicable).

6.2 You authorise us to incur such Disbursements as it considers necessary to comply with your Instructions.

7. VAT

All fees, charges and Disbursements will be subject to VAT (or exempt from VAT) in accordance with VAT regulations

8. Overdue Accounts

8.1 Payment is due in accordance with our standard payment Terms as set out in clause 5 (Payment Terms).

8.2 In the event that these terms are compounded on the first day of each month we reserve the right to charge interest at the rate of % 2 per day.

9. Termination

9.1 Funeral arrangements can be cancelled, by you, upon giving notice in writing to us within fourteen days of placing the Instructions. So long as you are doing in-store selling. This clause cannot be used for distance selling.

9.2 You agree to settle in full any fees or Disbursements that have been incurred on your behalf by us.

9.3 We may terminate this agreement with you if you do not comply with your obligations under these Terms and Conditions.

9.4 All accrued rights and liabilities under these Terms and Conditions shall survive and remain in force and effect notwithstanding termination.

10. Confidentiality

We will keep information that you supply to us in strict confidence unless you instruct us to disclose that information or it is already in the public domain or if we in good faith, consider disclosure to be required by law or the rules of any government, regulatory or professional body.

11. Funds held on Account

If we hold money on your behalf or where any other amount is due to you, we reserve the right to set off this money towards payment or part payment of any monies due to us. We will advise you if this is being done.

12. Authorisations

Our Services are subject to the rules and regulations of the NAFD.

13. Data Protection

We will process your personal data in accordance with the new Data Protection regulations 2018 and as per clause 10.

14. Terms

These Terms and Conditions and the Estimate comprise all terms of the agreement between us and you and they shall govern the agreement to the exclusion of all other Terms and Conditions save where otherwise expressly agreed in writing by the parties. These Terms and Conditions do not release any party from liability of any fraudulent act.

15. Indemnity

15.1 You will indemnify us and each of our connected persons from any losses, claims, demands, damages, costs, charges, expenses or liabilities (or actions, investigations or other proceedings in respect thereof) (a "Claim") which we (or any such connected person) may suffer or incur or which may be made against us, or such connected person relating to arising directly or indirectly out of or in connection with the Instructions or following any breach by you or any of your obligations under these Terms and Conditions.

15.2 This means that you are liable to us for losses we incur because you do not comply with these Terms and Conditions. Repetition. 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 debit collection agents we may. This should be under a separate section called charges, not under the indemnity clause relating to those charges.

15.3 The indemnity in sub clause 15.1 shall not, however, apply to the extent that the relevant Claim resulted primarily from our negligence or default or that of any of the Connected Persons.

15.4 "Connected Persons" for the purposes of this clause 15 (indemnity) shall mean any of our, employees or agents.

16. Cooling-Off Period

16.1 The Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the Cooling-Off Period of 14 days ("Cooling-Off Period").

16.2 In the event that you exercise the right to cancel this contract during the Cooling-Off Period, you will be required to pay a reasonable amount for goods and Services already supplied up to the date of receipt by us of the Cancellation Notice. Also, there is an exception to the cooling off period for bespoke goods, which you could argue an engraved headstone falls into.

17. Permission

To undertake transference of deceased into our care. 17.1 By signing these Terms and Conditions you are therefore consenting to our carrying out of the transfer of the deceased into our care. –

17.2 This will not be undertaken until your permission has been given.

18. Valuables

We will take all reasonable steps to ensure that jewellery and other valuables received are taken care of, but unless it is due to our negligence, we do not accept responsibility or liability for any act or omission in relation to jewellery or other valuables.

19. Complaints and Service

19.1 We will comply with the NAFD Code of Practice, whilst the Company remains a member of the NAFD, and the terms of the Funeral Arbitration Service.

19.2 We are confident that we will provide a high quality Service in all respects. However, if you have any queries or concerns about the Company's service you should first take them up with us. Our contact details are Head and Wheble, 1a Oxford Road, Lansdowne Mews, Lansdowne, Bournemouth, BH8 8EY Telephone 01202 551190

19.3 We are committed to provide a high quality Service. It is important you immediately raise any concerns with us.

19.4 If the complaint cannot be resolved then you can refer your complaint to the Funeral Arbitration Service to be dealt with under the Funeral Arbitration Service Dispute's Procedure.

19.5 As a member of the NAFD, we are obliged to co-operate with its complaints and dispute's procedure and to abide by the decision of the Funeral Arbitration Service or NAFD Disciplinary Committee.

19.6 A copy of the Code of Practice will be supplied upon request or alternatively can be viewed on the NAFD website at www.nafd.org.uk

20. General

20.1 No variations in these Terms can be effective unless in writing.

20.2 No failure to exercise or delay in exercising of our rights shall constitute a waiver.

20.3 In the event that any provision of the Estimate or these Terms becomes invalid, illegal or unenforceable, the remainder shall survive unaffected.

20.4 Nothing in these Terms or in the Estimate is intended to confer on any third party, other than our respective successors or assigns, any right or remedy.

20.5 Nothing in these Terms restricts or limits our liability for death or personal injury. Better to have this linked to negligence instead of just a blanket restriction of liability clause. What about limits to liability for fraud, fraudulent misrepresentation, SOGA 1979 and defective products under the Consumer Protection Act 1987, which all need to be included.

20.6 Your continuing Instructions will amount to your continuing acceptance of these Terms and Conditions

20.7 Our agreement with you shall be governed by English law and the English Courts shall have exclusive jurisdiction.

21 Cremated Remains

21.1 unless otherwise agreed the client will collect the cremated remains from our premises.

21.2 if the client fails to collect the cremated remains from our premises and no other arrangements have been formally agreed between the company and the client. The company reserve's the right to dispose of the cremated remains as stated the cremated remains policy.

General Notes:

These terms should cover both goods and services, as you are providing both. If they are to cover goods, then there really should be clauses relating to quality warranties, delivery, title and risk (which is partly covered under 5.1),

Useful additional clauses: Entire Agreement clause, notice clause, Client further obligations (such as to co-operate, obtain licences or certificates (if needed) etc) and a more robust Limitation of Liability clause.

Key terms need to be listed just above where the client signs, so it is clear that you have brought these specific terms to their attention.

These Terms & Conditions can be viewed on our website: <https://headandwheble.co.uk/> in a larger font.

Tel: 01202 551190 24 Hour Service

1a Oxford Road, Lansdowne Mews, Bournemouth, Dorset BH8 8EY info@headandwheble.co.uk www.headandwheble.co.uk