

Terms & Conditions for funeral arrangements

These Terms and Conditions govern the provision of the Services that You have requested from Us. We will provide the Services in accordance with these Terms and Conditions, which incorporates the Funeral Arrangements Form.

Before signing these Terms and Conditions, please read this document carefully and also check that all details provided to Us are complete and correct. By signing these Terms and Conditions You are confirming that:

(a) You agree to be bound by the Terms and Conditions;

(b) You are aged over 18 years old;

(c) You are authorised to make the funeral arrangements;

(d) You agree for Us to provide You the Services in accordance with these Terms Conditions;

(e) You shall be fully liable for the cost of the funeral arrangement and making the payments to Us as detailed in these Terms and Conditions; and

(f) You expressly confirm that You agree to Us starting to provide the Services within the Cooling Off Period referred to in clause 7 of these Terms and Conditions and that in the event of cancellation notice is served under clause 7.2 You shall be liable to pay for all costs, charges and disbursements which have been incurred by Us in providing the Services up until the date of cancellation. Therefore, if You have any questions, please ask Us or seek your own independent advice prior to signing.

1. DEFINITIONS AND INTERPRETATION

1.1 The below definitions are mentioned in these Terms and Conditions and so We have included a definition of what they mean for Your understanding.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Charges" means the sums payable for the Services We supply to You in accordance with these Terms and Conditions including all costs, charges and Disbursements as fully detailed in the Funeral Arrangements Form.

"Direct Cremation" means the services provided to You in arranging the cremation of the deceased which shall involve no funeral service (unattended). Viewing of the deceased is allowed in office hours. There is no embalming included. We use a simple coffin. The cremation takes place at a facility convenient to Us which may not necessarily be local to You. We shall choose the time, date or location of the cremation. Disbursements" means any sum or sums to be spent on Your behalf to a third party individual, company or external supplier, for example (but not limited to) crematorium fees or burial fees, doctors, officiant, floristry costs, catering etc. (as more particularly detailed in the Estimate within the Funeral Arrangements Form).

"Estimate" means an estimate of the Charges (as contained in the Funeral Arrangements Form) you are likely to incur .The estimate will include all Charges and VAT, where applicable.

"Funeral Arrangements Form" means the funeral arrangement instruction form as fully detailed on the Terms and Conditions containing all personal information You provide to Us, Your instructions to Us for the Services You have asked Us to provide and the Estimate.

"Services" means the Services we will be providing to You as detailed in the Funeral Arrangements Form and provided in accordance with these Terms and Conditions.

"Simple Funeral" means a funeral provided in accordance with the CMA standardised price list. The Simple Funeral allows Us to provide a caring and quality service at a fair cost to You and mourners may attend the funeral. A simple wood coffin shall be provided and the provision of a hearse. Crucially, We shall decide the time and date of the funeral and may insist on using a local cemetery or crematorium. "Terms and Conditions" means the provisions set out within this document which is legally binding upon you. "Us, We or Our" means Roseberry Funeral Services Ltd incorporated and registered in England and Wales with company number 09162846, Marske Funeral Services Ltd with company number 09813892 and Guisborough Funeral services Ltd with company number 13672001, All companies listed above trade under the name of Roseberry Funeral Service.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994.

"You or Your" means You the individual (as detailed in the Funeral Arrangements Form) who has purchased the Services from Us and signing these Terms and Conditions.

2. COMMENCEMENT AND DURATION AND THE FUNERAL ARRANGEMENT FORM

2.1 These Terms and Conditions govern the sale and provision of the Services by Us to You and shall commence on the date when it has been signed by You and shall continue, unless terminated earlier in accordance with clause 8 (Termination), until such date where all Services have been provided by Us and full payment of cleared funds is received by Us from You in settlement of Our final invoice as detailed in clause 5 (Charges). For the avoidance of doubt, for Direct Cremations these Terms and Conditions shall continue until all Services have been provided by Us and We have provided You with a final remittance advice confirming full payment of cleared funds having been received by Us in accordance with clause 5.3 (Direct Cremations).

2.2 Before signing these Terms and Condition, You must provide all information to Us to enable Us to complete the Funeral Arrangements Form. You shall check all details are correct within the Funeral Arrangements Form before signing these Terms and Conditions. There may be information within the Funeral Arrangements Form that We are unable to complete at the time of signing these Terms and Conditions, such as the precise time of funeral services because these will need to be confirmed with external suppliers. We will communicate all outstanding details with you prior to the date of the funeral.

3. YOUR OBLIGATIONS

3.1 You hereby agree and confirm that You are authorised to provide Us with all necessary instructions required by Us to provide the Services to You as detailed in these Terms and Conditions and You shall make Us aware immediately if you become aware of any person who may disagree that You have the authority to provide Us with the instructions for the Services.

3.2 You shall co-operate with Us in all matters relating to the Services and provide Us in a timely manner all documents, information and items reasonably required by Us in connection with the Services.

3.3 You shall be responsible for ensuring that all information provided to Us is correct and accurate.

4. OUR RESPONSIBILITIES

4.1 We shall use reasonable endeavours to provide the Services in accordance with these Terms and Conditions and all relevant laws, rules and regulations.

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

4.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates agreed with You in the Funeral Arrangements Form. However, We will not be held liable for any delays if the event is outside Our control as detailed in clause 8 (Force Majeure).

4.4 If We require information from You in order to provide the Services, We will inform You of this as soon as is reasonably possible.

4.5 Where information received from You in accordance with clause 4.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

5. CHARGES

5.1 The Estimate contains an estimate of Our Charges, including all costs and Disbursements for the provision of the Services. Whilst We will make every effort to ensure the accuracy of the Estimate, you acknowledge that the Charges and Disbursements maybe subject to alteration where circumstances occur outside of Our control and/or Your requirements and instructions to Us change. In such circumstances, changes to the Estimate shall be confirmed in writing to You in advance of the date of the funeral. We may not know the amount of Disbursements in advance of preparing the Estimate, however, we will endeavour to give you a best estimate of such disbursements. We shall endeavour to update You with Disbursement charges as and when these become known to Us and the actual amount of the Disbursements will be detailed and shown in the final account to be provided in advance of the date of the funeral.

5.2 All Disbursements, unless otherwise agreed in writing, are paid for in advance.

5.3 Where you have selected a Direct Cremation (as indicated on the Funeral Arrangements Form) all Charges (including all Disbursements) must be paid for in cleared funds to Us at least 48 hours before the date of the Direct Cremation.

5.4 For all other Services (excluding Direct Cremations under clause 5.3), We will send You a final invoice within 5 Business Days following the funeral date confirming the total Charges that are outstanding for payment. The final invoice shall be itemised and any payments made in advance by You shall be deducted from the final invoice balance. The final invoice is due for payment by You within 14 days of the date of Our invoice.

5.5 Payments can be made by cash, cheque, bank transfer, debit or credit card.

5.6 If you do not make payment to Us by the relevant due date for any undisputed invoice, We will charge you interest on the overdue sum from the due date until payment of cleared fund is received at 4% per annum over the Bank of England base rate from time to time.

6. CANCELLATION AND COOLING OFF PERIOD

6.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel these Terms and Conditions within 14 days from when it is signed by You ('Cooling Off Period'). By signing these Terms and Conditions You hereby expressly confirm that You agree to Us starting to provide the Services within the Cooling Off Period.

6.2 If you do wish to cancel these Terms and Conditions within the Cooling Off Period you must send or take a written notice of cancellation to Roseberry Funeral Service at the address of the selected office, at any time within the Cooling Off Period. Such notice shall be deemed as having been served if the communication is sent to Us before the end of the Cooling Off Period.

6.3 You hereby acknowledge and agree that you expressly agree to Us commencing delivery of the Services within the Cooling off Period and where such cancellation notice is served under clause

6.2 You shall be liable to pay for all costs, charges and Disbursements which have been incurred by Us in providing the Services up until the date of cancellation.

7. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

7.1 We shall not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause, event or circumstance that is beyond our reasonable control. Such cause, event or circumstance shall include, but not limited to, acts of God, war, industrial action, protests, fire, flood, storm, pest, epidemic, explosion, acts of terrorism and national emergencies ('Circumstance of Force Majeure').

7.2 If We or the delivery location is affected by a Circumstance of Force Majeure, We shall be entitled to, totally or partially, suspend the date or dates of delivery of the Services until the Circumstances of Force Majeure have ceased. The suspension shall not give rise to any claim by the You against Us nor entitle You to terminate these Terms and Conditions.

7.3 If the Circumstance of Force Majeure continues for more than two (2) months either Party may give written notice to the other to terminate these Terms and Conditions immediately or on a set date.

7.4 If these Terms and Conditions are terminated in accordance with clause 7.3 neither Party will have any liability to the other except that any rights and liabilities which accrued prior to the termination will continue to exist.

8. NO WAIVER

8.1 Failure by either Party at any time to enforce any one or more of the provisions of these Terms and Conditions or to require performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provisions or of the right at any time subsequently to enforce all terms and conditions no affect the validity of these Terms and Conditions or any part of them or the right of the Parties to enforce any provision in accordance with its terms.

8.2 No waiver of any of the provisions of these Terms and Conditions shall be effective unless it is expressed to be a waiver in writing and communicated to the other Party in accordance with clause 9 (Notices)

9. NOTICES

9.1 Any notice or other communication required by these Terms and Conditions to be given by either Party to the other shall be in writing and shall be served personally, by email or by sending it by registered post or recorded delivery to the appropriate address, or email address as set out in the Funeral Arrangements Form.

9.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by email before 5pm will be deemed to have been served on the day of dispatch and otherwise on the following day save where the deemed date of service shall on a day other than a Business Day in which case the date of service will be the following Business Day.

10. OUR LIABILITY

10.1 If We do not adhere to these Terms and Conditions, we will only be responsible for reasonably foreseeable loss or damage that you suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. We shall not be liable for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) howsoever caused.

11. LAW AND JURISDICTION

11.1 These Terms and Conditions shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

12. VARIATIONS

12.1 Any variations proposed to these Terms and Conditions will not be valid unless in writing and signed by Us and You.