

# Terms and Conditions

## Definitions:

"the Agreement"	Shall mean the Agreement to provide the Services to the Client as detailed in any verbal or written Confirmation of Funeral Arrangements and Estimate if requested by the Client and subject to these Terms and Conditions of Business.
"the Client"	Shall mean such person who has entered into the Agreement with the Company for the provision of Services and who shall be liable for the cost of the provisions of the services subject to the terms of the agreement.
"the Company"	Shall mean George John Funeral Directors Limited and associated companies, whose registered office is 10 Wrens Court, 48 Victoria Road, Sutton Coldfield, B75 6LP.
"Confirmation of Arrangements"	Shall mean the written confirmation of the Services, such confirmation to form part of the Agreement.
"the Estimate"	Shall mean any written itemised estimate of the cost of the Services.
"the Services"	Shall mean such Services as the Company has agreed to provide to the Client according to the Terms of the Agreement namely, but not limited to, Funeral Services and Masonry Services.
"the Third Party Costs"	Shall mean any cost of a third party incurred by the Company in the provision of the Services.
"DWP"	Shall mean the Department for Work and Pensions or such other government department as shall from time to time have responsibility for administering government grants and subsidies relating to funeral costs.

## 1. The Agreement

- 1.1 The Company shall provide to the Client the Services subject to the terms of the Agreement.
- 1.2 If requested to do so The Company will provide the Client with an estimate prior to commencement of the Services that may be subject to revision in the event that Third Party Costs vary or the Client varies the Services. The Company reserves the right to revise the estimate upwards or downwards and will notify the Client of any such revisions.
- 1.3 The Client warrants to the Company that he/she has the necessary authority to enter into the Agreement.

## 2. Sub-contractors

The Company shall be entitled to appoint Sub-contractors to provide any part of the Services.

## 3. Payment

- 3.1 The Client shall pay the Third Party Costs incurred in connection with the service prior to the funeral and such proportion of the Company's charges as shall be advised to the Client by the Company. This amount will be payable irrespective of any claim made to the DWP for a contribution towards the costs of the Services provided.
- 3.2 The Company shall submit an itemised invoice to the Client which shall be settled in full without any set-off or deduction within 28 days from the date of the invoice. If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 4 per cent above the base rate of Barclays Bank PLC from the due date until the outstanding amount (both before and after any judgment) is paid in full. Such interest shall accrue on a daily basis and be compounded quarterly.
- 3.3 If full payment of the invoiced amount is not made by the due date then all and any collection costs and charges subsequently incurred by us or our suppliers will be Additionally recoverable in full from the customer.
- 3.4 If the Client requests to transfer the responsibility for payment of the invoice to another family member or any other person then whilst the Company reserves the right to agree a transfer in principle should the account remain unpaid for a period of 28 days from the invoice date then the Company reserves the right to proceed against both or either the Client or the transferee for recovery of the amount due.

## 4. Personal Chattels

- 4.1 The Company shall maintain a record of personal chattels belonging to the deceased that come into the Company's possession and will hold such chattels on behalf of the Client for a period not exceeding three months. During this time the Company will use all reasonable endeavors to keep such personal chattels safe and secure and to contact the Client regarding collection of the same. The Client will use their best endeavors to collect the personal chattels within this time period failing which the Company will return the personal chattels to the Client at the last known address or dispose of them at its discretion.

## 5. Complaints

- 5.1 If a Client is dissatisfied with any aspect of the services provided by the Company he/she should write a letter of complaint to the Company outlining the reason for his/her dissatisfaction. The Company will then investigate the complaint and respond in writing detailing the outcome of the investigation as soon as practicable. If the Client is not willing to accept the explanation or offer of settlement by the Company then the Client may refer the complaint to the approved, independent, regulatory body that is recognised within the industry and that is operating at the time the complaint is made. Any settlement to be made to the Client by the Company shall not exceed the total of the sums due from the Client under the Agreement and shall exclude any Third Party Costs incurred by The Company.
- 5.2 The Company shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any failure or any delay in performing or a failure to perform any of the Company's obligations under the Agreement if the delay or failure was due to any cause beyond the Company's reasonable control including but not limited to war, industrial disputes, civil commotion, fire, computer failure, accident or disaster.
- 5.3 In the event that the Client has given instructions to the Company as part of the Agreement to produce any customised items including but not limited to any printed material or any other form of commemoration for the deceased the Client shall be liable for any additional cost that may be incurred by the Company in the event that the Client alters his/her instructions or has been found to have given inaccurate instructions to the Company.

## 6. Cremated Remains

The Company shall retain any cremated remains for a period of 12 months following the date of cremation and the Client will use their best endeavors to collect the same during this period. Should the cremated remains not be collected or any other arrangement made within this time period then the Company will return the cremated remains to the Client at his/her last known address or dispose of them at its discretion.

## 7. Termination

- 7.1 Without prejudice to any other claim, in the event that the Client fails to pay the Third Party Costs in accordance with this Agreement the Company reserves the right to serve notice on the Client that it will not perform the Services and will recover Third Party Costs it has incurred.
- 7.2 If the Client serves notice on the Company that he/she wishes to terminate the Agreement the Company shall be entitled to keep such amount of the deposit paid prior to the provision of the Services as represents Third Party Costs and reasonable costs incurred by the Company in the provision of the Services to the Client. For Cancellation of Contracts made in a Consumer's Home; Place of Work or home of another individual specific rights apply.

## 8. General

- 8.1 These terms and conditions of business are governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.
- 8.2 The Agreement represents the whole of the understanding between the parties in respect of the supply of the Services. No alteration to the Agreement will be binding unless in writing and authorised by the Company.
- 8.3 If any provision in the agreement is judged to be illegal or unenforceable the remainder will not be prejudiced and will remain valid and in force.
- 8.4 Any notice to be served under these terms and conditions of business shall be in writing and delivered to the recognised place of business of the Company or the last known address of the Client. If delivered by hand, service is deemed to take place at the time of delivery. If sent by first-class post, service is deemed to take place forty-eight hours after posting. If sent by second-class post, service is deemed to take place thirty-six hours after posting. If sent facsimile transmission, at the time of receipt.
- 8.5 No failure or delay by either party in exercising any of his/her rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.6 Any person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.