

**STANDARD TERMS AND CONDITIONS**

These are our terms and conditions which will govern the contract between you and us. Any reference to 'us' or 'we' in these terms and conditions is a reference to Bennetts Funeral Directors Limited (company registration number 00380987). By instructing us to act on your behalf and by signing our order form you are agreeing to these terms and conditions.

Our services

1. We will provide the services specified on the order sheet you have signed at the costs specified on the funeral estimate subject to the provisions of these terms and conditions. In some cases, we will be unable to confirm the final price for some of the services we are to provide to you (such as the production of orders of service) until you provide us with further details. Where we are unable to give a final price when the order sheet is signed, we will confirm the final price when we receive the information from you which is necessary to allow us to do so.
2. We have no way of verifying who is entitled to arrange the funeral. By entering into this contract, you warrant that you have authority to arrange the funeral. If it turns out that you do not have the right to arrange the funeral, you agree to indemnify us and hold us harmless against any costs, claims and expenses which arise as a result. If there is a dispute between you and another person as to who is entitled to arrange the funeral, we will be unable to resolve that dispute and you agree that you will not involve us in any such dispute. We can provide details of Alternative Dispute Resolution services which can assist in resolving any such disputes, but by entering this contract you agree that we cannot resolve any such disputes ourselves and that any obligations we have under the terms of this contract are owed only to you as our client and not to any third party.
3. We are registered as a data controller under the Data Protection Act 2018 and will comply at all times with the UK Data Protection Rules. We will use your personal information for the purposes of arranging the funeral, providing the services we are to provide under this contract and informing you of bereavement support services and community support groups. We will only use your personal information to send you marketing materials by post unless you have authorised us to send marketing materials to you by electronic means. We will not at any time disclose your personal information to third parties unless it is necessary to do so in order to provide the goods and services you have requested us to provide. Information regarding the timing and details of the death and the funeral ceremony are matters in the public domain and will not for these purposes be treated as personal information. We retain information regarding the funerals we have carried out indefinitely and we will provide information regarding the death and the funeral to third parties on request, but we will not give out your personal information save as set out above without your express consent.
4. We will accept verbal instructions to collect the deceased's body. We will also accept verbal instructions to vary or amend the goods and services ordered and additional fees may apply. However, we reserve the right to require you to confirm any verbal instruction, order, or variation of an order in writing. Where we do so you must confirm your verbal instructions to us in writing (which includes sending us a confirmatory email) within the period specified by us. If you fail to confirm any verbal instructions with the period specified by us we will be under no obligation to provide any additional or varied goods or services.
5. When you place an order with us, we may not know of the size and weight of the deceased. In those circumstances the prices shown on the funeral estimate are based on the assumption that the size and weight of the deceased is within reasonable limits. If the size or weight of the deceased is outside normal limits then we may need to amend your funeral estimate as there are maximum sizes for every coffin, casket, hearse, grave and crematorium. Further, while we will usually aim to shoulder the coffin, we will be unable to do so if the weight of the deceased would make it unsafe for our staff. If we consider that it is necessary to do so for the safety and well-being of our staff, we will instead provide a wheeled trolley to bear the coffin and where this is necessary, we will endeavour to inform you of this before the funeral takes place.
6. Many of the services provided as part of the funeral will not be provided directly by us but will be provided by third parties such as celebrants, ministers, churches, cemeteries and crematoria, organists and gravediggers and the like. By entering into this contract, you authorise us to engage third parties required to provide the services you have ordered on your behalf as your agent, and you undertake to be liable for the fees payable to those third parties. These will be included in the final invoice we provide to you.
7. The deceased will be transported to our premises when we receive instructions to act. Any soiled clothing will be treated as clinical waste and sent for incineration. Other clothing and valuables will be removed, if possible, recorded and dealt with in accordance with your instructions.
8. Where the deceased is cremated, we will if requested store the deceased's ashes free of charge for one year from the date of cremation, in accordance with the signed declaration. After the end of that year if you have not collected the ashes or given us instructions on how to deal with them, we will continue to store the ashes, but you agree to pay us a fee of £100 per year (or part of a year) for doing so. If after 3 years you have not collected the ashes or given us instructions on how to deal with them then we will scatter the ashes in a garden of remembrance, at the crematorium where the cremation took place, having first informed you by a letter sent to you by recorded delivery of the time and location for the scattering. Otherwise, we will only release the deceased's ashes to you or to a person nominated by you.

Your rights and obligations

9. You agree to provide us with all information regarding the deceased, the proposed venue for the funeral and details of the funeral arrangements which we reasonably require in order to provide the goods and services requested. We shall be entitled to charge a reasonable administration charge if you fail to provide any such information in a timely manner and we will not be liable for any failure to supply the goods and services requested where our inability to provide those goods and services is the result of your failure, inaccuracies, or insufficient information provided.
10. You have the right to cancel any order for goods and services within 14 days of placing the order. To cancel an order, you must send us notification of the cancellation of the order in writing to us at Bennetts Funeral Directors, 120 High Street, Brentwood, Essex, CM14 4AS. The notification of cancellation will take effect when it is received by us. You do not have the right to cancel any order for goods or services if the services have already been provided or if goods have been made to your specification which are personalised and cannot be resold. If you cancel after we start providing services but before the services are complete, then you will pay us for the services which have been provided up to the time when we are notified of the cancellation of your order.
11. When the funeral arrangements have been completed, we will provide you with a written estimate of all costs for the services you have requested. We reserve the right to request payment in advance for a proportion of the costs or all of the costs set out in the estimate. If the payment is not received 3 working days before the funeral, then we shall be under no obligation to provide the services you have requested and we will only enter into a new agreement to provide those services where full payment of the sum demanded in advance (together with any penalties or cancellation fees which have arisen as a result) is made including any prepaid disbursements that we have incurred or variations made.
12. After the funeral has been conducted, we will send you a detailed invoice for all our charges and all the charges payable to third party suppliers. This will take account of any charges payable by a pre-payment fund and any payments made in advance by you or on your behalf. The balance is payable by you 30 days after the date of the invoice.

13. If the final invoice is not paid within 30 days, you will pay interest to us at a rate of 2% per month on any outstanding balance and a surcharge of £20 for every reminder letter sent by us to you once the 30-day payment period has expired. We reserve the right to assign the debt to a debt collection agency or to issue proceedings to recover the debt if it is not paid within 30 days.
14. If you ask us to do so then we will send a copy of the final invoice to a third party, such as the solicitors dealing with the deceased's estate, for settlement. However, you agree that you remain personally liable for settlement of the final invoice whether or not we send a copy to a third party.

#### Limitations on our liability

15. The date and time of the funeral cannot be guaranteed until final bookings are made, and confirmation received from all third-party suppliers of goods and services. Due to matters outside our control, we are sometimes forced to make changes to funeral arrangements and the timing of the funeral. You agree that time is not of the essence in this contract, and you acknowledge that we shall not be liable to you if we have to change the funeral arrangements or the date and time of the funeral due to matters outside our control.
16. The funeral arrangements may involve animals, such as horses and doves, and vintage and classic vehicles prone to mechanical failure. We shall not bear any liability if, due to health reasons, adverse weather conditions or the behaviour of the animals involved we are unable to provide the services requested.
17. We shall not under any circumstances be responsible for any failure to provide goods or services requested which is caused by matters outside our reasonable control.
18. We shall only be responsible for those parts of the funeral arrangements that we carry out ourselves. We shall not be liable to you for any goods or services provided by third parties where we have arranged for those goods and services to be provided on your behalf as your agent.
19. If any valuables, jewellery, or sentimental items are left with the deceased in a chapel of rest we are not responsible for their safe-keeping and will not be liable in the event of loss or damage unless caused by our negligence.
20. There may be restrictions either imposed by the venue, or government on the number of mourners who can attend the service, and we shall be under no liability if, due to these restrictions, some mourners are denied entry to the service.

#### Monumental Masonry

21. If you instruct us to arrange for a memorial to be erected then we shall not be liable for any damage caused to the memorial after it has been erected whether this is the result of sinking of the grave, flooding, or damage by third parties or for any other reason. We will, within six months of the erection of the memorial, take reasonable steps to realign a memorial where it has become misaligned to due settlement of the earth in which it is placed.

Our Process – When a permit/approval has been issued the stone order can be secured at the quarry. Delivery waiting time can be a few weeks or several months and is likely to depend on the quarry location. We aim to supply and fit the new memorials in approximately 12 – 16 weeks, however no guarantee can be given to this timescale as we may be experiencing severe delays due to matters outside our control.

- a. While we use reasonable care when erecting memorials, we shall not be liable to you or any other person for any damage to any item placed on a grave, including planting and vases at the time of erecting or refixing a memorial.
- b. We shall not be liable for any damage to a memorial once erected, however caused, including, but without limitation, damage caused from the sinking of the grave and/or flooding or collapse of the grave at any time.

22. We guarantee:

- a. The gilding and/or paint finish of any lettering on the memorial from fading, flaking, lifting for a period of three years from the date of erecting the memorial at the location advised by you ("Fixing"). This guarantee is conditional upon no modification having been made to the memorial, no cleaning agents or abrasive surfaces having been employed on the memorial and no damage having occurred to the surface of the memorial. Please note that no guarantee can be offered on paint or gild of horizontal memorials or memorials with an angle of less than 45 degrees. This is in line with BRAMM and NAMM recommendations.
- b. The integrity of all joints for a period of ten years from the date of Fixing. This includes the integrity of the foundation, the joints between headstone and base and does not cover joints disrupted by memorial safety testing where the memorial has failed an accepted quantitative test. It should be noted that some joints are designed to 'give' under these circumstances especially where the memorial may be fixed in the knowledge that it will need to be removed for an added inscription in the future. Bolt fixings will not be affected by this exclusion.

#### General

23. While we will accept amendments and variations to your order verbally, these terms and conditions can only be varied or amended and agreed by us with you in writing.
24. Title to all goods supplied, including memorials and rights obtained from third parties, remains with us until we receive payment in full of our final invoice.
25. If more than one person is jointly instructing us, each of you will be jointly and severally liable to perform your obligations under the terms of this contract.
26. Nothing in these terms and conditions shall exclude any liability for death or personal injury caused by our negligence or any fraud or fraudulent misrepresentation.
27. If any part of these terms and conditions is held to be invalid, then it shall (to the extent permitted in law) be severed from the rest of the contract and the rest of the contract shall remain in full force and effect.
28. The contract between us is governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to any dispute arising in relation to this contract.