

# W.H. Preene & Son

## Terms and Conditions

We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

### 1 Estimates and Expenses

Our estimates set out the services we agree to supply. This estimate is an indication of the charges likely to be incurred based on 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 particularly where the third parties can change their rates or charges.

We may not know the amount of the third-party charges in advance of the funeral; however, we 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.

If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with the prices published in our current price list.

### 2 Payment Arrangements

The funeral account is due for payment within 30 days or the date of our account, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date, we may charge you interest.

We may recover (under Clause 3) the cost of taking legal action to make you pay.

### 3 Indemnity

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

This means that you are liable to us for losses we incur because you do not comply with these Terms. For example, we may 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 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.

### 4 Data Protection

Words shown in italics are defined in the Data Protection Act 1998 ("the Act")

We respect the confidential nature of the information given to us and, where you provide us with personal data ("data") we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Act you have the right to know what data we hold on to you and you can, by applying to us in writing and paying a fee, receive copies of that data.

### 5 Cooling-Off Period

The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of 14 days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. If you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for the goods and services already supplied.

### 6 Termination

This agreement may also be terminated before the services are delivered.

1. By us if you fail to honour your obligations under these Terms, and
2. By you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reason for termination, may be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### 7 Standards of Service

If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person.

All dates and times provided on the estimate cannot be guaranteed until final booking is made and confirmed. Although we endeavour to provide a prompt and efficient service to you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligation to you on the date or time specified. If this is the case, we will attempt to contact you in advance.

### 8 Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

Your instructions will not create any right enforceable by virtue of the Contracts (Rights of Third Parties Act 1999) by any person not identified as our client.

If any of these terms are enforceable as drafted; -

- it will not affect the enforceability of any other of these Terms; and

- if it would be enforceable if amended, it will be treated as so amended.

Nothing in these Terms restricts or limits our liability for death or personal injury.

This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.