

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 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 purpose 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 request 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 include 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 assume 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 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 require an initial payment in advance for 100% of the costs set out in the estimate. This payment is due no later than 5 days prior to the funeral date. If the invoice is to be paid by a third-party, such as a bank or solicitor, it remains your responsibility to ensure the invoice is paid to us by the third-party prior to or by the due date. If that invoice is not paid by the due date then we shall be under no obligation to provide the service 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.**
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 immediately upon receipt of the invoice.**

13. 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.

Payments can be made by Debit/Credit card by calling us on 01277 210104 or by cheque, made payable to Bennetts Funeral Directors Limited and posting to us at Fern House, 120 High Street, Brentwood, Essex CM14 4AS or you can visit our office in person. Alternatively, if you wish to make payment via Bank Transfer, our account details are as follows: -

Handelsbanken

Account Name: Bennetts Funeral Directors Limited

Sort Code: 40-51-62

Account No.: 81162239

Reference: (deceased surname, initials), Invoice number

If paying by cheque or bank transfer, please allow sufficient time for payment to clear and reach us no later than the due date.

14. If the final invoice is not paid within 7 days, you will be charged 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 7-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 7 days. You should be aware that both of these actions may incur additional charges.

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.
22. 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.
23. 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.
24. 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.

Cooling-Off Period

25. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the “**Cooling-off Period**”). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must notify a member of our team, in writing at the time of your initial instruction.
26. In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

Termination

27. The services may be terminated before the services are delivered:
- by us if you fail to honour your obligations under these Terms; and
 - by you communicating to us in writing, whether this be by text, email or post that you are terminating your instructions and engagement of the services.
28. If we or you terminate the services you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. **Should you wish to cancel/postpone a funeral, a standard cancellation fee of a minimum of £500.00 will be applicable. Such amount will be advised to you in writing. Full cancellations must be confirmed by you in writing.**

Data Protection

29. Words shown in italics are defined in the Data Protection Act 2018 (the "Act").
30. 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 only for the purpose of carrying out the services, unless you give us your express permission for use in our marketing.
31. In order to provide the services we may need to pass on such data to third parties who are performing some of the services for you, who may contact you directly.
32. Further details regarding these third parties are available upon request and are noted in our privacy policy which can be found on our website.
33. Under the Act you have the right to know what data we hold for you and you can, by applying to us in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

Standards of Service

34. The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. 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. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action.
35. You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to standards@saif.org.uk.
36. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Therefore, we endeavour to meet all dates and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.
37. We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

Agreement

38. Your instructions will not create any rights enforceable by virtue of the Contracts enforceable by virtue of the Contracts Rights of Third Parties Act 1999 by any person not identified as our client.
39. If any of these Terms are unenforceable 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.
40. The parties agree that these Terms along with estimates and services accounts constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter
41. Notwithstanding anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.
42. Our liability is excluded to the maximum extent permitted by law including any implied terms.
43. No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.
44. These Terms are subject to English Law. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms you submit to the non-exclusive jurisdiction of the English court.