

Terms Of Business

RL Morgan Funeral Directors a company incorporated in England and Wales with company number 08724466 having its registered address at 163 Long Lane, Bexleyheath, DA7 5AE

1. Estimates and Expenses

The estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges.

We may not know the amount of third-party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be details 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 prices published in our current price list.

We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

2. Payment Arrangements

We require full payment prior to the funeral day.

The Simple Funeral, Direct Cremation and Direct Burial options must be paid in full, 3 working days before the funeral

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

- at a rate of 3% above our Bank's base rate from time to time in force;
- calculated (on a daily basis) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any judgement (unless court orders otherwise).

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

3. Indemnity and Liability

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of 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 will 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 the fees we incur from you. 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 legal costs.

4. Data Protection

Words shown in italics are defined in the Data Protection Act 2018 (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 only for the purpose of carrying out the services unless you give us your express permission for use in our marketing. 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. We will not pass your details to third parties for marketing purposes whatsoever.

Under the Regulations you have the right to know what data we hold on you and you can, by applying to us to in writing and paying a fee, receive copies of that data. When you sign the acceptance you are giving us permission to keep your details on record.

Our Privacy Policy can be found at

5. Cooling-Off Period

The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen 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. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for 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 reasons for terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7. Conduct

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

If, however, you have any questions or concerns about the service we provide to you, then please raise them in the first instance with Lauren Morgan.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. 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. Where this is the case we will attempt to contact you in advance, and advise you of alternative arrangements.

8. Standards of Service

- a. 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 an arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.
- b. 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.

9. Agreement

Your instructions will not create any rights enforceable by virtue of the Contracts Rights of Third Parties Act 1999 OR The Contract by any person not identified as our client.

If any of these Terms are unenforceable as drafted:-

- a. it will not affect the enforceability of any other of these Terms; and
- b. if it would be enforceable if amended, it will be treated as so amended.
- c. The parties agree that these Terms along with estimates and services accounts constitutes 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
- d. 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.
- e. Our liability is excluded to the maximum extent permitted by law including any implied terms.
- f. 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.

- g. These Terms are subject to *English and Welsh 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 and Welsh courts.

10. Additional legal requirements

- a. Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- b. If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of [£] per bearer will be charged.
- c. Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed.
- d. Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.
- e. We will update our website with the details of your funeral services. You will be asked your preferences with the information to be displayed.
- f. Donation Companies including our on-line charitable donation processing partner, make charges for use of their services, currently [] & card charges. Further details of these services can be provided and can be found on their website. Please advise us if you wish to use their services.
- c. Offers. Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice.