

Terms and Conditions

These Terms and Conditions ("these terms") constitute a binding agreement made between the customer ("you") and Fenix Funeral Ltd ("we", "us", "our") concerning the provision of services by us to you.

You agree that you have read, understood and agree to be bound by these terms.

1 Estimates and Expenses

- 1.1 Our estimate, which you have received, is an indication of the charges likely to be incurred on the basis of 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 third parties change their rates or charges.
- 1.2 We may not know the amount of all third party charges in advance of the funeral, but will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account.
- 1.3 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.
- 1.4 In the event that a coffin larger than the standard size is required or more than four bearers are required (in other words, if the deceased is over 6'2, over 22" wide, or heavier than 17 stone (110kg)) we will need to make an extra charge. If a casket is ordered, more than four bearers may be necessary and we will need to make an extra charge. You will be notified of this extra charge as soon as we become aware that a larger coffin and more bearers are required.
- 1.5 Our package prices include the storage of a deceased for 14 days (including weekends and public holidays) at our care centre. If storage is required after 14 days it will be charged at our per day rate, which will be the rate in force at the time of need.
- 1.6 Our prices cover funeral arrangements within the M25 area. Any services outside of this area will come at an extra charge. Ordinary business hours are weekdays 8am to 5pm. An out of hours charge will be added to any services performed at other times. We will not always know the amount of these extra charges in advance of the funeral, but will give you our best estimate. Any additional charge will be added to your final account.
- 1.7 We will add VAT to our charges where applicable, and at the rate applicable when your invoice is prepared.

2 Payment Arrangements

- 2.1 The funeral account is **due for payment by you in full 5 working days prior to the funeral**, unless otherwise agreed with us in writing.
- 2.2 Payment should be by bank transfer or Paypal (if agreed in advance with us). **We do not accept payment by cheque.**
- 2.3 If you fail to pay on the due date or if new payment terms are agreed in writing and you fail to pay us in full on the due date we may charge you interest as follows: at a rate of 4 per cent above our banks' base rate from time to time in force; calculated (on a daily basis) from the date of the account until payment; compounded on the first day of each month; and before and after any judgement (unless a court orders otherwise).

- 2.4 We may recover (under clause 3 of this Agreement) the cost of taking legal action to make you pay.

3 Liability and Indemnity

- 3.1 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 the obligations in these terms.
- 3.2 Clause 3.1 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 have not received payment on time and as a result have been charged cancellation fees by third parties or if we have to write to you to remind you that the account is overdue. If we instruct debt collection agents the fees incurred for doing so will also be recovered 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 our legal costs.
- 3.3 We exclude liability for consequential, special or indirect damages, loss of profits and liquidated damages.
- 3.4 We exclude liability for acts and omissions of our sub-suppliers, their directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns.
- 3.5 Our overall liability is capped at £250,000.
- 3.6 We aim to provide services in a professional, courteous, sensitive and dignified manner. We warrant a performance standard no greater than reasonable care and skill.
- 3.7 You undertake that all information provided by you to us is accurate.

4 Privacy and Data Protection

- 4.1 Words shown in *italics* are defined in the Data Protection Act GDPR May 2018 (the "Act").
 - 4.2 **We will collect personal information about you, the deceased and any persons for whom you supply details for.**
 - 4.3 We respect the confidential nature of the information given to us.
 - 4.4 Where you provide us with *personal data* ("data") we will ensure that the data will be held securely, in confidence and *processed* for the purposes of carrying out our services.
 - 4.5 In order to provide our services we may need to pass data provided by you to third parties, including but not limited to doctors, crematoria, cemeteries, florists and ministers/officiants, who are performing some of the services for you so that they may contact you directly.
 - 4.6 **From time to time we would like to contact you by email about subjects that may be of interest to you**, for example, events and updates. You may opt out of this at any time by notifying us.
 - 4.7 Under the Act you have the right to know what data we hold on you and can, by applying to us in writing, receive copies of that data.
 - 4.8 **We do not store credit card details nor do we share customer card details with any 3rd parties.**
- ### 5 Legal Services
- 5.1 As part of our services we refer our customers to our Bereavement Support Team. **Should you wish to opt out of this referral please make this known to us as soon as possible** when it is offered or after you have instructed us as your chosen funeral director.

5.2 We have a financial arrangement with Trust Inheritance and subject to your discussions with them, if you instruct them to deal with a matter, they will pay a fee to us. This referral fee varies and is dependent on the service you receive.

6 Burials

If we arrange and pay for the burial plot on your behalf: (a) we will add all expenses incurred in purchasing the plot to your final invoice; and (b) the payment terms in clause 2.1 of this Agreement will not apply. Instead, **payment must be made in full BEFORE we will arrange and pay for the plot on your behalf. All burial plots must be arranged at least 8 working days before the funeral** unless otherwise agreed.

7 Passenger and Customer Safety

7.1 If you have ordered limousines through us then these are designed to seat six passengers in the rear of the vehicle and there are seatbelts fitted for each of these seats. You undertake that seatbelts will be worn at all times while in the vehicle.

7.2 You understand that passenger safety is paramount so only a maximum of six people will be permitted to sit in the rear of the Limousines.

7.3 Children are permitted to be seated in the Limousines but you undertake to provide suitable car seats and fit them into the Limousines. You understand that babies and young children will not be permitted to be carried or allowed to sit on laps at any time.

7.4 You must adhere to and are responsible for ensuring **adherence to any restrictions and guidelines in force at any time**, whether they are imposed by us or by third parties. We will not be responsible for any fines or penalties imposed by third parties as a result of you or others failing to comply with restrictions imposed.

7.5 Further to clause 7.4, we reserve the right to withdraw any of our services at short notice should it become apparent to us that restrictions and guidelines are not being followed.

8 Subsuppliers

8.1 You understand that it will be necessary from time to time for us to use subsuppliers to carry out the services on our behalf.

8.2 Our subsuppliers aim to provide services in a professional, courteous, sensitive and dignified manner on our behalf. They warrant a performance standard no greater than reasonable care and skill.

8.3 Our subsuppliers are bound by the same data protection rules as outlined in clause 4 of this Agreement and by clause 10 of this Agreement.

9 Termination

9.1 **We reserve the right to terminate our services if you fail to honour your obligations under these terms.** We are under no obligation to accept your termination until we receive your instruction in writing.

9.2 If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges for services already performed and for the full services and expenses according to the scale set out as follows: Termination within 2 days of due date for performing services - 100% of fees payable; Termination within 1 week of due date for performing services - 80% of fees payable; Termination

within 2 weeks of due date for performing services - 50% of fees payable.

9.3 If you terminate your instructions or if we decide to terminate our services, your new chosen funeral director must accept our invoice or our invoice must be paid before the deceased is collected.

10 Conduct

10.1 We endeavour to provide a high quality service in all aspects. If, however, 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.

10.2 **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 to you there may be instances where, because of circumstances beyond our control, we will be unable to fulfil our obligations to you on the date or time specified.

10.3 Further to clause 10.2 above where we are unable to fulfil our obligations due to circumstances beyond our control we will attempt to contact you in advance using details provided by you to us and advise you of alternative arrangements.

10.4 We will bring your loved one to one of our high quality mortuary facilities. The location may depend on availability and may not always be the one closest to you. The cost, however, is always fixed.

11 Variation, Waiver, Severance and Other Matters

11.1 Your continuing instructions will amount to your continuing acceptance of these terms.

11.2 Any waiver or variation of these terms is binding in honour only unless: made (or recorded) in writing; signed by our director; and expressly stating an intention to vary these terms.

11.3 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 customer/client.

11.4 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.

11.5 Nothing in this Agreement limits our liability for death or personal injury.

11.6 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

Signed: _____

Printed name: _____

Date: _____

