

Hollowells Funeral Directors Ltd

Terms of Business

These Terms and Conditions are the terms for the provision of services by us, Hollowells Ltd, trading as Hollowells Funeral Directors, of 148 – 150 Beech Avenue, Northampton, NN3 2JN to you, the Client.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
"Business Day" means any day other than a Saturday, Sunday or bank holiday;
"Contract" means the contract for the provision of the Services, as explained in Clause 2;
"Disbursement" means a payment made to third parties on your behalf, including but not limited to, minister and church fees, doctors' fees, or regulatory fees;
"Estimate" means a written indication of the charges likely to be incurred for professional fees and Disbursements and may be subject to change in accordance with clauses 3.1 and 3.2;
"Final account" means the total price payable for the Services; and
"Services" means the services which are to be provided by us to you.
- 1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail or other means.

2. The Contract

- 2.1 These Terms and Conditions govern the sale and provision of Services by us and will form the basis of the Contract between us and you. Before signing the Contract for the Provision of Funeral Services, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

3. Estimates

- 3.1 We will provide an estimate of sums due. The estimate provided sets out the services we agree to supply. This 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 the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration where circumstances occur outside of our control and where your requirements change.
- 3.2 We may not know the amount of Disbursements in advance of the funeral, however, we will 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.
- 3.3 All estimates shall be valid for 14 days.

4. Orders

- 4.1 All Orders for Services will be subject to these Terms and Conditions. A legally binding contract between us and you will be created upon your signing the Contract for the Provision of Funeral Services.
- 4.2 You may change your Order a minimum of 3 working days before the funeral by contacting us in writing.
- 4.3 If your Order is changed, we will inform you of any change to the Final account in writing.
- 4.4 Any dates and times referred to by us shall not be deemed confirmed until they are agreed by us in writing. 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, using the details provided, and advise you of alternative arrangements.

5. Payment

- 5.1 All Disbursements, unless otherwise agreed, are to be paid for in advance.
- 5.2 The Final account is due for payment within 28 days of our invoice, unless otherwise agreed by us in writing.
- 5.3 Supplementary invoices may be issued at any time before or after the

funeral and are due for payment within 14 days from the date of our invoice.

- 5.4 We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.
- 5.5 We accept payment by credit or debit card, BACS, or banker's cheque. We do not accept payment by American Express.
- 5.6 If you do not make payment to us by the due date, we will charge you interest on the overdue sum at the rate of 2.5% per month. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We may recover the cost of taking legal action to enforce payment.
- 5.7 The provisions of sub-Clause 5.6 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 5.8 If you do not pay us for any Services, we may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect our right to charge you interest under sub-Clause 5.6.

6. Providing the Services

- 6.1 All Services will be provided by us in accordance with all relevant laws, rules and regulations.
- 6.2 We will not undertake any Services that are in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.
- 6.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates specified in the letter of confirmation. We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.
- 6.4 If we require any information from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.
- 6.5 If the information you provide under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided we may charge you a reasonable additional sum for that work.

7. Problems with the Services

- 7.1 We always use reasonable efforts to ensure that our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by us, any of our agents or employees or sub-contractors. If we determine that a problem has been caused by incorrect or incomplete information provided by you, sub-Clause 6.5 will apply and we may charge you for any delays as a result.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of services. We are, for example, required to provide the Services with reasonable care and skill. You also have remedies if we use materials that are faulty or incorrectly described. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

8. Our Liability

- 8.1 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 your obligations under these Terms and Conditions.

8.2 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 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.

8.3 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

8.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8.5 Furthermore, nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

9. Events Outside of Our Control (Force Majeure)

9.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

10. Cancellation & Cooling-Off Period

10.1 In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract if you so wish. This right can be exercised by sending or taking a cancellation notice to the address stated above at any time within the period of 14 days starting from the date of signing the Contract. Notice of cancellation will be deemed as having been served as soon as it is posted or sent to us at the address above or, in the case of electronic mail, from the day it is sent to us.

10.2 You should understand that, should you choose to cancel the contract having given your written authority to commence work, you will be charged for Services provided and/or Disbursements incurred.

10.3 You may use the cancellation form provided if you wish, but you are not obliged to.

10.4 We may cancel your Order in writing at any time before we begin providing the Services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control continues for more than 14 days (please see Clause 9 for events outside of our control).

10.5 Either Party may terminate the agreement without notice in these circumstances:

10.5.1 If either Party has breached the Contract in any material way and has failed to remedy that breach within 5 days of being asked to do so in writing; or

10.5.2 If either Party fails to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.6); or

10.5.3 Either Party enters into liquidation, goes bankrupt or has an administrator or receiver appointed over their assets.

10.6 Upon the termination of the Agreement in accordance with clause 10.5:

10.6.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

10.6.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

10.6.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and

10.6.4 subject as provided in this Clause 10 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

10.7 For the purposes of this Clause 10, a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

11.1 In certain circumstances you must contact us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). If you wish to contact us with questions or complaints, you may contact us at the address above.

12. How We Use Your Personal Information (Data Protection)

12.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2016 ("GDPR").

12.2 We record all telephone conversations for quality control and training purposes. This data is also held in accordance with the GDPR.

12.3 We may use your personal information to provide our Services to you and process your payment for the Services.

12.4 We may use your personal information to inform you of new products and services available from us, only if you have expressly requested we do so. You may request that we stop sending you this information at any time.

12.5 In certain circumstances (if, for example, you are paying for the Services on credit), and only with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the GDPR and must use and hold your personal information accordingly.

12.6 We will not pass on your personal information to any other third parties without first obtaining your express permission.

13. Other Important Terms

13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.

13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

14. Governing Law and Jurisdiction

These Terms and Conditions and the Contract (including any non contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.