



Terms of Business

At Jonathan Terry's our primary concern is to provide you with a high-quality service and as such we would not seek to enter into a long and unnecessarily detailed contract for service. We do, however, acknowledge that our areas of responsibility and obligations should be clearly defined in writing to our clients who should also be aware of the level of protection offered and of their obligations to the Company.

1. Definitions - "The Company" means JONATHAN TERRY INDEPENDENT FUNERAL DIRECTORS of 101 Peartree Avenue, Bitterne, Southampton SO19 7JJ and 3 College Place London Road, Southampton SO15 2FB as shown overleaf. "the Client" means the person or persons contracting with the Company for the provision of the Service. "the Service" means the provision by the Company of the services set out overleaf.

2. Acceptance of terms - 2.1 All orders by the Client for the Service shall be subject to these Terms and Conditions. These Terms and Conditions cannot usually be varied but any variation will be agreed in writing. 2.2 Estimates provided to the Client are not binding on either party unless and until accepted by the Client and confirmed in writing by the Company.

3. Prices - Certain items of the Service are or may become subject to Value Added Tax at the prevailing rate as the date of the invoice. Where this is the case the Company shall be entitled to charge the Client such VAT. All prices will include VAT where applicable.

4. Arrangements and Disbursements - The Client acknowledges that the Company is only responsible for those parts of the funeral arrangements it performs itself. The Client accepts that although the Company will as a matter of course make all other necessary arrangements with third parties on the Client's behalf (i.e. Clergy, Crematoria, Cemeteries etc) and will charge these services as disbursements on the invoice, it will do so as the Client's agent. Accordingly, the third parties involved, and not the Company, will be responsible to the Client for the provision of these services. The third parties will charge the Company for these services and the Company will charge the Client for these, shown as disbursements on their final account.

5. Size of the deceased person - The Company is usually unaware of the size of the deceased person at the time the funeral is being arranged. The prices quoted and availability of products and services are based on the assumption that the size of the deceased person falls below certain reasonable limits. Once known the Company takes account of the size of the deceased person (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each hearse, for each grave and for each crematorium. Its preferred method of movement on a funeral is to shoulder carry the coffin but as a responsible employer conforming to the Manual Handling Operations Regulations 1992 a risk assessment is carried out before each movement. Where this indicates there is or could be an unacceptable avoidable risk, the Company either move the coffin on a wheeled bier or arrange for additional staff or both. Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff, transport and equipment, and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service and any additional costs involved in these changes are shown on the final invoice.

6. Clothing and personal effects - The Company transfers the deceased person to its premises in the clothing worn unless given instruction to the contrary. All clothing removed when in our care is held for up to two weeks after which it will be clinically disposed of. All valuables left with the deceased at the time of collection are recorded and dealt with in accordance with the client's wish. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased person during visitations the Company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage. We kindly ask that all items removed are collected within two weeks after the funeral service.

7. Final dispersal of cremated remains - The Company will always follow the specific instructions of the client (applicant) regarding the cremated remains once they are brought into its custody. If cremated remains are still in the custody of the Company 10 years after the cremation and no instructions have been given for their final dispersal the Company will write to the last known address of the client stating that the cremated remains will be dispersed by scattering in a private woodland without a religious ceremony unless further instructions are received within three months of the date of the letter.

8. Advance payment of charges - The Company may require payment for some services in advance of the service date. If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and the Company will not provide those goods and services. The Company will only make a new arrangement to provide those goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

9. Right to Cancel the Contract - The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.7. This regulation gives a client signing a contract with a company in their home a right to cancel within a period of 14 days starting with day one being the

date the client signs and acknowledges receipt of this agreement.

The company has extended this legal right to cancel the contract to all clients irrespective of where the contract is signed. If the client wishes to cancel this contract a cancellation notice needs to be sent within the 14-day cancellation period to Mr Jonathan Terry at 101 Peartree Avenue, Southampton, SO19 7JJ.

10. Third party supplies - In practice most crematoria ensure that every cremation takes place on the day the deceased person is received by them but there is no guarantee of this. The "Code of Practice for Cremation" states that the cremation must take place within 72 hours of receipt of the deceased and clients should take note that certain crematoria follow this guidance rather than always cremating on the day received. Some places of worship including cemetery and crematorium chapels are now restricted by fire regulations regarding the number of people who may enter the building. The Company does not accept any liability if some mourners are declined entry to the building for the funeral service.

11. Final Account - The Client acknowledges that the Company's final account may vary from the estimate, accepting that the disbursement costs that are shown on the estimate as best estimate only. The Client agrees that the Company may also add on to its final account any charges for additional items requested later. The total shown on the estimate is based on manual addition. When addition errors on the estimate are noticed later, the Company reserves the right to charge the corrected total.

12. Payment - 12.1 - The Client agrees to be **PERSONALLY** responsible for paying the Company's charges and the disbursements in full. 12.2 Unless otherwise agreed in writing by the Company payment of invoices is due not later than 30 days from the date of invoice. 12.3 The Company shall reserve the right to charge interest on the late payment of invoices at the rate 3% above the base lending rate of NatWest from the due date for payment up to and including the date of actual payment. 12.4 **NO NEED TO WAIT FOR PROBATE.** If sufficient funds are available, settlement can usually be made directly from the deceased's bank account without waiting for probate. 12.5 **DEPARTMENT OF WORKS AND PENSIONS (DWP) PAYMENTS FOR FUNERAL EXPENSES.** Please inform us if you intend to claim for assistance for funeral expenses from the DWP. The rules for eligibility are complex and we suggest that you speak with your funeral arranger or your local DWP office for advice. Generally, these payments will not cover the entire cost of the funeral and there will be a balance to be paid. The Client will be personally responsible for payment of this balance.

13. If your account is forwarded to a Solicitor/Bank - If your solicitor or bank trust company ask you to forward the invoice to them, please can you notify us so that our records can be updated. You agree to instruct the solicitor/bank trust company to settle our account within 30 days of the invoice date. Your solicitor/bank trust company will confirm that there is no requirement to wait until probate is obtained.

14. Delay - The Company shall not be liable for any delay, or for the consequences of any delay in performance of all or any part of the Service if such delay is due to any cause whatsoever beyond its reasonable control and the Company shall be entitled to a reasonable extension of the time for providing the Service. Where this is not possible either party may terminate this Agreement subject only to the payment by the Client for that part of the Service carried out prior to such termination.

15. Disputes and Complaints - Errors may occur. If you have any query about the final account or any of our services, please notify the Company so that the matter can be investigated. We promise to settle any disputes quickly, sensitively and efficiently.

16. Data Protection and Personal Data - 16.1 The Company is registered with the Information Commissioner's Office no. ZA502209. It is committed to complying with Data Protection Legislation and ensuring your Personal Data is protected by adopting appropriate security, organisational and technical measures. If you have a concern at any stage, please contact Mr Jonathan Terry at jonathan@jonathanterry.co.uk.

17. Severability - The clauses and paragraphs of these terms and conditions are intended to be read and construed independent of each other. If any term, covenant, condition or provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is intended that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of terms and conditions will in no way be affected, impaired or invalidated as a result.

18. THE SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS (SAIF) - We are members of The Society of Allied and Independent Funeral Directors and abide by their Code of Practice. For further details please contact them at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire CM21 9DB.