

J.J. BURGESS & SONS TERMS OF BUSINESS

1. Standard Definitions

“The Company” means J.J.Burgess & Sons

“The Client” means the person who accepts the estimate of the Company for the Services ordered therein and whose order therefore is accepted by the Company

“The Services” means the funeral services which the Company is to supply in accordance with its estimate

“Conditions” means the standard conditions and terms of business set out in this document

2. Application

2.1 The Conditions apply to all contracts between the company and the Client;

2.2 No variation to these Conditions is permitted unless agreed in writing by the Company.

3. Price

3.1 The price to be paid for the Services and Disbursements are those set out in the Company’s estimate and those which are subsequently agreed in writing or ordered verbally.

3.2 The price estimated for the Funeral does not include VAT, however VAT is applicable to such items as Obituary notices & flowers.

4. Payment

4.1 **Payment for 50% of the total Funeral Estimate must be paid in full before the funeral date, the balance must be paid within Seven days of the day when the Services are involved by the Company. A final invoice will be raised and sent for final payment within seven days of the date of the funeral. Where the Client is the Personal Representative of the deceased payment shall be made within Seven days of the Grant of Probate or Letters of Administration, but in any event the payment must be made within one month of the date of death of the deceased and time shall be the essence.**

4.2 **The Company reserves the right to charge interest on overdue payments at the rate of 10% per annum calculated on a daily basis from the due date for payment until the date upon which payment is made whether the account is in the hands of you personally, a bank, solicitor or any other third party.**

4.3 **The Company may at any time require the Client to make full payment in advance of performance of the Services or require security for payment.**

4.4 **The Company reserves the right to recover all fees involved in pursuing the debt and they will be added to any outstanding amount and charged to the Client**

5. Warranties

5.1 The Services will be provided in accordance with the Code of Practice drawn up by the Society of Allied and Independent Funeral Directors in consultation with the Office of Fair Trading.

5.2 Whilst the Company will use its best endeavours to provide the type of coffin specified and the hearse and motor vehicles specified, it may be necessary, due to circumstances beyond the Company’s control, for alternatives to be substituted. Such substitutes will be of a similar specification and quality and will be explained to the client.

6. Legality and Arbitration

6.1 Insofar as it is permitted by law, except as set out in these Conditions all warranties and conditions, whether express or implied, statutory or otherwise, are excluded.

6.2 Complaints by the Client in respect of the Services shall not be a grounds for a Client to withhold payment of accounts due to the Company.

6.3 Any dispute arising under or in connection with the Conditions or provision of the Services shall be referred to Arbitration by a single Arbitrator appointed by agreement, or in default of agreement nominated by the Society of Allied and Independent Funeral Directors.