

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 is inclusive of VAT.

3.3 Necessary staffing charge applies regardless of the family supplying their own Pall Bearers

3.4 The Client has 14 days to change their mind and cancel this agreement, 'Cooling off Period.'

Time Limit: The 14-day period starts from the day the first contact is made either from a family member, friend, executor, solicitor, residential/nursing/care home.

How to Cancel: The Client must notify The Company in writing via email at justin@jjburgess.co.uk or post at Alfred House, 20 Common, Hatfield, Hertfordshire AL10 0ND before the period ends.

Services: If The Funeral is scheduled to take place within the 14 day period, The Client may still cancel but will be liable for any costs incurred up to the point of cancellation.

Refunds: If The Client cancels, The Company will reimburse all payments received, less any administration fees and/or services from third party paid on The Clients behalf, that are deemed to be non-refundable.

4. Payment

4.1 **Payment for 75% of the total Funeral Estimate must be paid before the funeral date, the balance must be paid by the appointed representative within 28 days of the day when The Services are involved by The Company. A final invoice will be raised and sent for payment within seven days of the date of the funeral.**

4.2 **Where The Client is the personal representative of the deceased, payment shall be made regardless of the Grant of Probate or Letters of Administration, and in any event full payment must still be made within 28 day of the date of the final invoice.**

4.3 **The Company reserves the right to charge interest on overdue payments at the rate of 8% per annum above the Bank of England base rate whether the account is in the hands of you personally, a bank, solicitor or any other third party. An admin charge of £100 will also be added.**

4.4 **The Company may at any time require The Client to make full payment in advance of the performance of The Services or require security for payment and reserve the right to disclose the financial position of your account with a third party.**

4.5 **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.**

4.6 **The Company retains ownership of any grave until the account is settled in full.**

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 The 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.

6.4 J.J.Burgess & Sons will not sell or pass your details to any third party other than anyone involved in providing the Funeral Service, eg, Ministers, Celebrants, Cemetery and Crematoria and in doing so we will ensure that they are GDPR compliant.

6.5 Any personal data related to you gathered by us in the Funeral Arranging process or during your use of our service will be recorded and only be used in accordance with the Data Protection Policy.