

Business Terms and Conditions

Terms & Conditions of Business

1. Agreement between client and Funeral Director

1.1 This Contract shall be entered into between White Rose Funeral Services and the Client by the Client requesting, whether verbally or in writing (electronic or paper based) that White Rose Funeral Services perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the terms of this Contract shall be effective. These conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Funeral Director of White Rose Funeral Services. No verbal warranties, representations, agreements or assurances will bind White Rose Funeral Services, other than where provided for in this Contract or by law.

1.2 Subject to the terms of this Contract and in consideration of the payment of White Rose Funeral Services Charges and of any other monies which may become due under this Contract White Rose Funeral Services shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its reasonable endeavours to deliver the Deceased to the Destination at the time requested and arranged with the Client. White Rose Funeral Services shall use all reasonable skill and care when performing its obligations under the Contract.

1.3 Both the Client and White Rose Funeral Services Limited will comply with all applicable laws relating to the processing of personal data and privacy (and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation) including but not limited to the General Data Protection Regulation, 2018.

1.4 By entering into this contract, you warrant that you have the authority to arrange the funeral. If it turns out that you do not have the right to arrange a funeral, you agree to indemnify us and hold us harmless against any costs, claims and expenses which arise as a result. If there is a dispute between you and another person as to who is entitled to arrange a funeral, we will be unable to resolve that dispute and you agree that you will that you will not involve us in any such dispute

2. Estimates and Expenses

2.1 The estimate provided is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of 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.

2.2 We may not know the amount of third parties charges in advance of the funeral; however we 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.

2.3 White Rose Funeral Services will provide a written estimate before the date of the funeral and a final invoice shortly after.

2.4 Unless agreed in writing by a Funeral Director, all costs are to be paid 24 hours prior to the funeral date regardless of claims made

by the applicant to DWP, solicitors and probate and other third-party organisations.

2.5 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.

3. Unpaid accounts

3.1 White Rose Funeral Services reserve the right to pass on to the client the cost of any third-party charges (such as, but not limited to, solicitors, Court costs and Bailiff collection services). These costs will be incurred from when White Rose Funeral Services instruct solicitors.

3.2 White Rose Funeral Services reserve the right to charge interest to you on the overdue amount at the rate of 4% above the base lending rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

4. Indemnity

4.1 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.

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 receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents, we may also recover the fees we incur 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.

5. Conduct

5.1 Our code of practise requires that we 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. We carry out her work according to good practice and at a standard expected from a suitably experienced person. That said we cannot guarantee that our work will be error free and so we cannot be liable to you or any third party for damages.

5.2. All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed.

5.3 White Rose Funeral Services shall not be liable to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond our reasonable control. The following events shall be regarded as examples of causes beyond White Rose Funeral Services reasonable control but shall not act to limit the general nature of this clause: - Act of God, explosion, flood, tempest, fire, accident, civil disturbance, acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

5.4 White Rose Funeral Services shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party we have arranged on your behalf as your agent.

5.5 If any valuables, jewellery or sentimental items are left with the deceased in a chapel of rest, White Rose Funeral Service Ltd will not be responsible for their safe keeping and will not be liable in the event of loss or damage unless caused by negligence by White Rose Funeral Service Ltd.

6. Agreement

6.1 To continue the use of White Rose Funeral Services these Terms and Conditions must be signed and dated by the client. Any waiver or variation of these terms is binding in honour only unless; made (or recorded) in writing; signed by a Funeral Director; and expressly stating an intention to vary these terms.

Your instructions will not create any enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client. 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.

Nothing in these terms restricts or limits our liability for death or personal injury.

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

7. Termination

7.1 The agreement may also be terminated before the services are delivered. 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 also have to pay our charges and expenses according to the scale set out below:

Termination within two days of due date for performing services- 100% of fees payable.

Termination within one week of due date for performing services- 80% of fees payable.

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

8. Right to Cancel

[arrangements made in the clients home only]

8.1. You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director anytime within the period of **14 days** starting on the day of the arrangement. Where applicable payments may be required to be made in respect of any services carried out or disbursements paid once the performance of the contract has begun and pride the cancellation notice being served.

9. The return of cremated remains

9.1 The return of cremated remains can take up to four weeks and beyond during peak times. You have the right to collect these from the crematorium yourself 48 hours after the cremation only the applicant or a representative from White Rose funeral service limited can collect cremated remains from the crematorium.

White Rose Funeral Services Ltd Registered in England and Wales. Company number 09720853. 85 Main Street Burley in Wharfedale Ilkley LS29 7BU.