

Whitehouse Funeral Service

Standard terms and conditions

These terms and conditions govern the provision of the services that you have requested from us. We will provide the services in accordance with these terms and conditions, which incorporates the funeral arrangement form.

Before signing these terms and conditions, please read this document carefully and also check that all details provided to us are complete and correct.

By signing these terms and conditions you are confirming that:

- You agree to be bound by the terms and conditions
- You are aged over 18 years old
- You are authorised to make the funeral arrangements
- You agree for us to provide you the services in accordance with these terms and conditions
- You shall be fully liable for the cost of the funeral arrangement and making the payments to us as detailed in these terms and conditions

You expressly confirm that you agree to us starting to provide the services within the 'Cooling Off Period' referred to in clause 7 of these terms and conditions and that in the event of the cancellation notice being served under clause 7.2 you shall be liable to pay for all costs, charges and disbursements which have been incurred by us in providing the services up until the date of cancellation. If you have any questions, please ask us or seek your own independent advice prior to signing.

1. Definitions and interpretation

The below definitions are mentioned in these terms and conditions and so we have included a definition of what they mean for your understanding.

'Business Day' - a day other than a Saturday, Sunday or public holiday in England.

'Charges' - the sums payable for the services we supply to you in accordance with these terms and conditions including all costs, charges

and disbursements (third party costs) as fully detailed in the funeral arrangement form.

‘Unattended Funeral’ - the services provided to you in arranging the funeral of the deceased which shall involve no funeral service (unattended). There is no viewing of the deceased or ceremony included. There is no embalming and we use a simple wood effect coffin. For cremation, the service takes place at a facility convenient to us which may not necessarily be local to you. For a burial, this can be a cemetery of your choosing within the local area. We shall choose the time, date and location (for cremation) of the funeral.

‘Disbursements’ - any sum paid on our behalf to a third-party individual, company or external supplier, for example (but not limited to) crematorium fees or burial fees, doctors, officiant, floral tributes, order of service or catering.

‘Estimate’ - an estimate of the charges (as contained in the funeral arrangement form) you are likely to incur. The estimate will include all Charges and VAT, where applicable.

‘Funeral arrangement form’ - the funeral arrangement instruction form as fully detailed in these terms and conditions containing all personal information you provide to us, your instructions to us for the services you have asked us to provide and the estimate.

‘Services’ - the services we will be providing to you as detailed in the funeral arrangement form and provided in accordance with these terms and conditions.

‘Terms and Conditions’ - means the provisions set out within this document which is legally binding upon you.

‘Us, We or Our’ - means Whitehouse Funeral Service Ltd who are registered in England and Wales with company number 6984838 whose registered office is at Cockerton House, 11 West Auckland Road,

Darlington DL3 9EJ and with our trading addresses being Cockerton House 11 West Auckland Road, Darlington DL3 9EJ and Surtees House
'VAT' - means value added tax chargeable under the Value Added Tax Act 1994.

'You or Your' - you the individual (as detailed in the funeral arrangement form) who has purchased the services from us and is signing to agree to these terms and conditions.

Headings are included in these terms and conditions for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.

2. Commencement and duration and the funeral arrangement form

2.1 These terms and conditions govern the sale and provision of the services by us to you and shall commence on the date when it has been signed by you and shall continue, unless terminated earlier in accordance with clause 8 (**termination**), until such date where all services have been provided by us and full payment of cleared funds is received by us from you in settlement of our final invoice as detailed in clause 5 (**charges**). For the avoidance of doubt, for unattended funerals these terms and conditions shall continue until all services have been provided by us and we have provided you with a final remittance advice confirming full payment of cleared funds having been received by us in accordance with clause 5.3 (**unattended funerals**).

2.2 Before signing these terms and condition, you must provide all information to us to enable us to complete the funeral arrangements form. You shall check all details are correct within the funeral arrangement form before signing these terms and conditions. There may be information within the funeral arrangement form that we are unable to complete at the time of signing these terms and conditions, such as the precise time of funeral services because these will need to be confirmed with external suppliers. We will communicate all outstanding details with you prior to the date of the funeral.

3. Your obligations

3.1 You hereby agree and confirm that you are authorised to provide us with all necessary instructions required by us to provide the services to you as detailed in these terms and conditions and you shall make us aware immediately if you become aware of any person who may disagree that you have the authority to provide us with the instructions for the services.

3.2 You shall co-operate with us in all matters relating to the services and provide us in a timely manner all documents, information and items reasonably required by us in connection with the services.

3.3 You shall be responsible for ensuring that all information provided to us is correct and accurate.

4. Our responsibilities

4.1 We shall use reasonable endeavours to provide the services in accordance with these terms and conditions and all relevant laws, rules and regulations.

4.2 We will not undertake any services that are in conflict with any law in force, any voluntary or mandatory code of practice, or similar rules, regulations or codes.

4.3 We will make every reasonable effort to complete the services on time and in accordance with the dates agreed with you in the Funeral arrangement form. However, we will not be held liable for any delays if the event is outside our control as detailed in clause 8 (force majeure).

4.4 If we require information from you in order to provide the services, we will inform you of this as soon as is reasonably possible.

4.5 Where information received from you in accordance with clause 4.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. Furthermore, where additional work is required from us to correct or compensate for the mistake made as a result of delayed, incomplete or other incorrect information that you have provided to us then we may charge you a reasonable additional sum for that work.

5. Charges

5.1 The estimate contains an estimate of our charges, including all costs and disbursements for the provision of the services. Whilst we will make every effort to ensure the accuracy of the estimate, you acknowledge that the charges and disbursements may be subject to alteration where circumstances occur outside of our control and/or your requirements and instructions to us change.

In such circumstances, changes to the estimate shall be confirmed in writing to you in advance of the date of the funeral. We may not know the amount of disbursements in advance of preparing the estimate; however, we will endeavour to give you a best estimate of such disbursements. We shall endeavour to update you with disbursement charges as and when these become known to us and the actual amount of the disbursements will be detailed and shown in the final account to be provided in advance of the date of the funeral.

5.2 All disbursements, unless otherwise agreed in writing, are to be paid for within 24 hours of the funeral arrangement.

5.3 Where you have selected an unattended funeral (as indicated on the funeral arrangement form) all charges (including all disbursements) must be paid for in cleared funds to us within 24 hours of the funeral arrangement.

5.4 For all other services (excluding unattended funerals under clause 5.3), we require full payment within 30 days of the funeral service. Our final invoice, which will be provided to you at that time, shall be itemised and any payments made in advance by you shall be deducted from the final invoice balance.

5.5 Payments can be made by cash, cheque or BACS.

5.6 If you do not make payment to us within the relevant timescale for any undisputed invoice we will cancel the funeral.

5.7 If you do not pay us for the services, we may suspend the provision of the services not yet provided until you have paid all outstanding sums.

5.8 Notwithstanding any other provision of this clause 5, we hereby reserve the right to request at any time part or full payment of the charges in advance from you.

6. Changing your instructions or funeral arrangements

6.1 If you wish to make any changes to the funeral arrangements as detailed in the funeral arrangements form, we will require 2 business days' notice from you. We will use our reasonable endeavours to deliver the changes to the services, however, we will have absolute discretion as to whether the changes you have requested to the funeral arrangements will be acceptable or achievable, for example (but not limited to) time constraints. If we accept your request/s for a change to the services originally requested, we shall notify you of any changes to the estimate as a result of your change in requirements and such additional charges shall become payable in accordance with clause

7. Cancellation and cooling off period

7.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel these terms and conditions within 14 days from when it is signed by you ('cooling off period'). By signing these terms and conditions you hereby expressly confirm that you agree to us starting to provide the services within the cooling off period.

7.2 If you do wish to cancel these terms and conditions within the cooling off period you must send or take a written notice of cancellation to us at Whitehouse Funeral Service, Cockerton House, 11 West Auckland Road,

Darlington DL3 9EJ at any time within the cooling off period. Such notice shall be deemed as having been served if the communication is sent to us before the end of the cooling off period.

7.3 You hereby acknowledge and agree that you expressly agree to us commencing delivery of the services within the cooling off period and where such cancellation notice is served under clause 7.2 you shall be liable to pay for all costs, charges and disbursements which have been incurred by us in providing the services up until the date of cancellation.

8. Termination and consequences of termination

8.1 Either party may terminate these terms and conditions without notice in the following circumstances:

8.1.1 If we or you breach these terms and conditions in any way and fails to remedy that breach within 5 days of being asked to do so in writing;

8.1.2 There is a material or substantial breach by the contractor of any of its obligations under these terms and conditions which is incapable of remedy

8.1.3 If we or you fail to make a payment on time as required under clause 5 (charges)

8.1.4 If we or you enter into liquidation, goes bankrupt or has an administrator or receiver appointed over their assets.

8.2 Upon termination of these terms and conditions in accordance with clause 8.1 above:

8.2.1 Any sum owing by either party to the other under any provision of these terms and conditions shall become immediately due and payable;

8.2.2 Upon termination, subject otherwise provided in these terms and conditions and to any rights or obligation which accrued prior to termination, neither party shall have any further obligation to the other under these terms and conditions; and

8.2.3 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 to these terms and conditions which exists at or before the date of termination

9. Events outside of our control (force majeure)

9.1 We shall not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause, event or circumstance that is beyond our reasonable control. Such cause, event or circumstance shall include, but not limited to, acts of God, war, industrial action, protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies ('circumstance of force majeure').

9.2 If we or the delivery location is affected by a circumstance of force majeure, we shall be entitled to, totally or partially, suspend the date or dates of delivery of the services until the circumstances of force majeure have ceased. The suspension shall not give rise to any claim by you against us nor entitle you to terminate these terms and conditions.

9.3 If the circumstance of force majeure continues for more than two (2) months either party may give written notice to the other to terminate these terms and conditions immediately or on a set date.

9.4 If these terms and conditions are terminated in accordance with clause 9.3 neither party will have any liability to the other except that any rights and liabilities which accrued prior to the termination will continue to exist.

10. Delegation

10.1 We may at any time assign, subcontract or delegate any of its rights and obligations under these terms and conditions to another business, company or organisation.

11. Entire agreement

11.1 These terms and conditions constitute the entire agreement between you and us relating to the subject matter of these terms and conditions. These terms and conditions supersede all prior negotiations, representations and undertakings, whether written or oral, except that nothing in this clause shall limit or exclude either party's any liability for fraudulent misrepresentation.

12. No waiver

No waiver by us of any breach of the conditions by you shall be considered as a waiver of any subsequent breach of the same of any other condition

13. Notices

Any communication between you and us will, where practical, be in writing and may be delivered by hand or sent by first class post to your address (air mail when overseas) or via email to the addressee's last known email address provided to us.

The notice will be deemed to have been received:

- 48 hours after posting if sent by first class post within the UK
- 7 days after posting if sent by air mail overseas
- At the time of delivery if delivered by hand or email

14. How to contact us

14.1 If you wish to contact us, our address is: Whitehouse Funeral Service Ltd, Cockerton House, 11 West Auckland Road, Darlington DL3 9EJ You can reach us on 01325 482999 and enquiries@whitehousefs.co.uk

14.2 We endeavour to provide a high-quality service to you at all times. However, if you are dissatisfied with the service received, you are able to contact us using the above contact details.

15. Our liability

15.1 Save in respect of death or personal injury caused by our negligence, or save in so far as otherwise directed by the Funeral Standards Council, our liability to you in relation to the services whether for any breach of contract or otherwise will not in any event exceed the total cost of services.

15.2 We will only be liable for failure to remove any personal effects belonging to the deceased where it does not comply with prior written instructions. For the avoidance of doubt, clause 15.1 applies to limit our liability under clause 15.2.

16. How we use your personal information

16.1 We may use your personal information that you provide to us to provide our services to you with the services as set out in these terms and conditions, contact you (if required) to confirm the arrangements, make arrangements with external suppliers, in accordance with your instructions; and process payments you make to us as set out in these terms and conditions.

16.2 Other than as stated in this clause 16, we will not give your personal information to any other third party unless we are required to do so by law or regulations; or you first give us your permission to share your information.

17. Law and jurisdiction

The construction, validity and performance of the conditions shall be governed by the law of England and the parties consider the contract to be an agreement formed in England. You irrevocably and unconditionally submit to the jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with the conditions and waive any objects to proceedings with respect to the conditions in such courts on the grounds of venue or inconvenient forum.

18. Language

In the event of a dispute or matter arising out or connected with the conditions the English language version shall prevail over any translation.

19. No right to set-off

You are not entitled to make deductions for set-off or otherwise when making payment under the conditions.

DISCLOSURE OF INTEREST:

Whitehouse Funeral Service Ltd is an independent family owned and run businesses and are not owned or overseen by a funeral group.

We have no invested interest with any charitable organisations, comparison websites or hospices.

Managing Director: Mr Charles John Whitehouse, Cockerton House, 11 West Auckland Road, Darlington DL3 9EJ.

Finance Director: Mr Charles Melvin Whitehouse, Cockerton House, 11 West Auckland, Darlington DL3 9EJ (Registered Office)