



DIRECT CREMATION TORBAY

TERMS AND CONDITIONS

July 2022

Terms and Conditions of Miss Katie Mills & Mr Robert Potter

Trading as: **Direct Cremation Torbay** (part of Katie Mills Independent Funeral Service)

Business Type: **Partnership**

VAT Registration Number: **350172041**

Please read these terms carefully as they tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

We are family owned Independent Funeral Directors providing a range of professional Funeral services and related goods.

You can contact us by telephoning the office number, by email or post. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us. When we use the words "writing" or "written" in these terms, this includes emails.

1. OUR CONTRACT WITH YOU

1.1 For funerals, our acceptance of your order will take place when we tell you that we are able to provide you with our services, which we will also confirm in writing to you, at which point a contract will come into existence between you and us. You accept that we may incur costs in providing services to you before the contract commences and you further agree that if you subsequently decide not to proceed we may charge you our reasonable costs for those services.

1.2 For all other services and goods we provide to you, our acceptance of your order will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

1.3 If we are unable to accept part or all of your order, we will inform you of this and will not charge you for the goods or services. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or services, or because we are unable to meet a delivery deadline you have specified.

2. OUR GOODS AND SERVICES

2.1 We will provide the goods and/or services to you set out in your order.

2.2 The goods we provide to you will:

2.2.1 correspond to the description and any specification you agree with us (see clause 9 below); and

2.2.2 be of satisfactory quality and fit for any purpose which we inform you of or that you make known to us.

2.3 We will deliver the services to you with reasonable care and skill.



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3. YOUR RIGHT TO MAKE CHANGES

3.1 If you wish to make a change to the goods or services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 6.2).

4. OUR RIGHTS TO MAKE CHANGES

4.1 We may make minor changes to the goods or services to reflect changes in relevant laws and regulatory requirements.

4.2 If we have to make any other changes to these terms or the goods or services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods or services paid for but not received.

5. PRICE AND PAYMENT

5.1 The price of the goods or services (which includes VAT where applicable) will be the price as told to you at the time you place an order with us. We use our best efforts to ensure that the price of the goods or services advised to you are correct. However please see clause 5.3 for what happens if we discover an error in the price of the goods or services you order.

5.2 You agree that you are responsible for paying us the full price of the goods or services when such payment falls due, before, and irrespective of the receipt of any sums due from any third party, including but not limited to any Government contribution.

5.3 It is always possible that, despite our best efforts, some of the goods or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the goods and/or services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the goods and/or services at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

5.4 You must pay for the goods and/or services by return of us providing you with a valid invoice.

5.5 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. 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. If we decide to charge interest, you must pay us interest together with any overdue amount.

5.6 If you think an invoice is incorrect, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we reserve the right to charge you interest on correctly invoiced sums from the original



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due date.

5.7 We also reserve the right to charge you for any reasonable costs and expenses incurred by us as a result of your failure to pay amounts as they fall due.

6. YOUR RIGHT TO CANCEL

6.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most goods or services bought over the telephone, by exchange of emails or away from our premises, you have a legal right to change your mind within the relevant cancellation period and receive a refund as follows:

6.1.1 Cancelling an order for goods. For goods you have bought from us you have the right to change your mind and cancel within 14 days after the day you (or someone you nominate) receives the goods. You do not have the right to cancel if you change your mind in respect of goods that are made to your specification and/or clearly personalised to the deceased, including but not limited to, coffins, obituaries and floral tributes. This is because we would be unable to re-use these goods for another client if you cancelled and therefore unfortunately we cannot accept cancellations of such goods.

6.1.2 Cancelling an order for services. For services you have ordered from us you have the right to change your mind and cancel within 14 days after the day on which we accept your order. By signing to accepting our terms you expressly request that we commence the services within the 14 day cancellation period provided by the Consumer Contracts Regulations 2013. You acknowledge that if the services are fully performed within the 14 days cancellation period, you will lose the right to change your mind and cancel the services under the Consumer Contracts Regulations 2013. If you cancel after we have started the services but before the services are completed then you must pay us for the services provided up until the time you tell us that you have changed your mind.

6.2 To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email). If you require us to provide a cancellation, please let us know.

6.3 If you are exercising your right to change your mind in respect of goods which were delivered and the goods are suitable for posting you must pay for the cost of return.

7. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

7.1 Our liability for any loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill is limited to the total contract price due by you to us. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

7.2 We shall not be liable for any loss or damage to your property or that of any other person unless caused by our negligent action or breach of the contract by us.



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8. DELAYING EVENTS

8.1 We will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a "Delaying Event") affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract between us, nor will you be entitled to claim for any loss or damage howsoever arising as a result of a Delaying Event.

9. GOODS AND SERVICES SPECIFICATION

9.1 The images of the goods in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture in our brochure accurately reflects the colour of the goods. For example where goods are made of natural occurring material we are unable to guarantee that such material will match the exact colour or appearance of the image in our brochure as natural variations in tone and texture, including natural blemishes, may occur. Your goods may vary slightly from those images.

10. THE DECEASED

10.1 We make reasonable and proper efforts to care for the deceased and may need to carry out recognised embalming procedures at our discretion.

10.2 We reserve the right to refuse any person to allow viewing of the deceased at any time including, but without limitation, if they suffered from an infectious disease, where you have asked for the coffin to be closed or where, in our opinion, it is not advisable to do so.

10.3 Unless arising from a negligent action or breach of the contract by us, we shall not be liable for:

10.3.1 loss of any jewellery, clothing or personal effects of the deceased or such items left with them but belonging to any other person.

11. OBITUARIES

11.1 We accept no liability for a third parties failure to publish an obituary or for any misspelling or inaccuracy in any obituary notice where the variation from what we have submitted is the fault of a third party.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 We will process your data in accordance with our privacy policy, a copy of which is available on our website and a paper copy can be provided on request.

13. GENERAL

13.1 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to



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this in writing.

13.2 Where the order is placed by two or more people, each of you will be jointly and severally liable for compliance with the obligations under these terms (this means that we are entitled to enforce our rights against one, some or all of you as we consider appropriate in the circumstances).

13.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods and/or services, we can still require you to make the payment at a later date.

13.5 These terms constitute the entire understanding between us in relation to a contract, so please tell us if anything we have said is not included.

13.6 These terms are governed by English Law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.

13.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider.

14. ONLINE TRIBUTES, SOCIAL MEDIA AND DONATIONS

14.1 We use Much Loved as a Tribute Site and details may be shared to other social media sites, any of which are accessible and viewable to anyone and therefore any information posted on these sites will be non-confidential. Any views expressed by contributors are expressly those of the individuals who express their support.

14.2 Users of these site are expressly prohibited from transmitting information that violates the rights of any third party, and from posting comments that are slanderous, obscene, libellous, threatening, abusive, or otherwise in violation of the law. Katie Mills Independent Funeral Service may, but is not obligated to, monitor these sites where you may post such information and will have no liability related to the content of any postings.

14.3 Tribute Pages can opt to fundraise for a chosen charity or fundraising organisation and all donations are automatically processed online, with the recipient charity.