

Terms of Business

Go Simply Funerals Ltd is a company incorporated in England and Wales with company number 10371924 having its registered address at 6, Gay Street, Bath (“we”, “us” or “our”).

1. Crematorium Fees & Charges

Each crematorium sets their own scale of fees, please find below the standard service fees for our most used local crematoria. Other fees are available on request

	West Wiltshire Crematorium	Haycombe Crematorium	Kingsdown Crematorium	North Wiltshire Crematorium
Standard service fee	£1095	£972	£895	£1075
Unattended Service Fee	£475	£520	£395	£415
Reduced Service Fee	£815	£808	£695	£775

2. Estimates and Expenses

The estimate 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.

We may not always know the amount of third party 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.

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.

We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

3. Payment Arrangements

We will issue you with an invoice for payment in relation to any services provided or undertaken.

The payment of an invoice is due within 14 days of date of our invoice, unless otherwise agreed by us in writing or unless you optioned for one of our fixed cost, simplified or standardised funerals arrangements, when the deposit requirements and payment terms will be much shorter.

a. For Fixed Cost, Simplified and Standardised Funerals:

Payment is due in full before the funeral date.

b. Bespoke funerals

A 50% deposit is required, with the balance due following provision of the services.

c. If you fail to pay in full on the due date for any of the services provided to you, we may charge you interest:

- i. at a rate of 4% above our bank’s Base Rate from time to time in force;
- ii. calculated (on a daily basis) from the date of our account until payment;
- iii. compounded on the first day of each month.

d. We may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums.

4. Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur 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. Data Protection & GDPR 2018

Words shown in italics are defined in the Data Protection Act 1998 ("the Act").

We respect the confidential nature of the information given to us and, where you provide us with *personal data* ("data"), we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data. **The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify otherwise.**

6. Cooling Off Period

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

7. Termination

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

8. Conduct

We are a member of The National Society of Allied & Independent Funeral Directors "SAIF" a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, and subscribe to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

If however, you have any questions or concerns about the service we provide to you, then please raise them in the first instance with Angela Ward. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service. They can be contacted by completing their complaints form which is available by either visiting the SAIF website, by email to standards@saif.org.uk or by phone 0345 230 6777.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Where this is the case, we will attempt to contact you in advance, and advise you of alternative arrangements.

9. Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

Your instructions will not create any right 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.

This agreement is subject to *English Law*. If you decide to commence legal action, you may do so, in any appropriate *English Court*.