

We are a member of the British Institute of Funeral Directors and subscribe to their current Code of Practice, a copy of which is available upon request.

The Company's primary concern is to provide a high-quality service and as such would not seek to enter into a long and unnecessary detailed contract for service. It does, however, acknowledge that its areas of responsibility and obligations should be clearly defined in writing to its clients, who should also be aware of the level of protection offered to them and of their obligations to the Company.

Throughout these terms and conditions, the word, 'Company' refers to David Crymble & Sons Ltd. or any subsidiary or trading name used by it.

The Right To Arrange A Funeral

The Company has no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral, by virtue of being the next of kin, an executor of the estate or acting on the instructions of those persons or in the absence of the existence of any executor or family. Hereinafter called the "Client".

General Observations

The Company employs highly qualified and experienced staff who will use their best professional skill to ensure that the requests of its client are honoured. During the initial planning the Company representative may not be aware of all the individual family circumstances and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances, the Company will assist in making alternative arrangements but it will not accept any liability for additional costs or losses that may arise as a result.

Payment of Account

The Company operates a pricing policy in compliance with the Code of Practice of the British Institute of Funeral Directors.

When the funeral plans are completed you will be given a written estimate of all the charges incurred by the service you have requested. A deposit payment is required for the disbursements prior to the day of the funeral.

Our price list provides clients with a full and detailed explanation of our charges as required by the Code.

In addition to our charges, disbursements must be paid to Doctors, Ministers of Religion, Cemetery or Cremation fees and such like.

The estimate sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the time of the estimate; the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of the third party in advance of the funeral; however, we give you the best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account.

We ask for this estimate to be signed and returned to your funeral director before the day of the funeral, as consent that you accept the charges and will be liable for payment of the account when submitted.

We require the disbursement fees to be paid upfront before the day of the funeral. The remainder of the account is prepared and sent to the applicant, usually 4-5 days after the funeral. If wished, the account may be forwarded to your solicitor.

We reserve the right to add interest on all outstanding accounts at 2% per month on accounts that remain unpaid after 60 days and any legal and court costs incurred due to non-payment.

If, because of your circumstances, you have to make a claim for assistance from the Department of Work and Pensions, please note that stringent rules apply as to the amount of help available.

Please talk to us, in confidence, for guidance.

Changes to Funeral Timings

Extra services and supply failures. The dates and times for the funeral cannot be guaranteed until final bookings are made and confirmations received from all third parties involved. On occasion, even after confirming details to its clients, the Company may be forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control. Timing is not therefore the essence of this contract.

Where possible any changes are notified to the client in advance but this is not always possible and the Company does not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure and in these circumstances, the Company charges remain payable in full. 2

The Company will always attempt to contact its clients to agree changes but this is not always possible. If the Company cannot contact the client, the Company will assess the situation and act in the manner believed to be in the best interest of the client and reserves the right to make additional charges for extra services provided in such circumstances.

Coffin

Where for any reason the Company is unable to supply the coffin/casket ordered by the client, within the required time, the Company will notify the client and offer alternatives, the price of the alternative selected by the client, and not the original selected, will be invoiced.

Clothing and Personal Effects

The Company transfers the deceased person to its premises in the clothing worn, unless given instruction to the contrary. All underwear, socks and nightwear are, together with any soiled clothing, treated as waste and disposed of as appropriate. All other clothing, excluding shoes (which are removed for cremation and sent for recycling unless specific instructions are received to the contrary) are removed and held.

All valuables left with the deceased at the time of collection are recorded and dealt with in accordance with the clients wishes. When jewellery and / or other valuables are placed in the coffin and left in situ on/ with the deceased person during chapel of rest appointments the Company is not responsible for the safekeeping of these items and does not accept liability in the event of loss or damage.

Size of the Deceased Person

The Company is usually unaware of the size of the deceased person at the time of the funeral is being arranged. The prices quoted and availability of products and services are based on assumption, that the size of the deceased person falls below certain reasonable limits. Once known the Company will take account of the deceased person in terms of both weight and dimension as there are maximum sizes for each coffin and casket, for each funeral home, hearse, grave and crematorium.

The preferred method of movement on a funeral is to shoulder carry a coffin but as a responsible employer conforming to the Manual Handling Operations Regulations 1992, a risk assessment is carried out before each movement. Where this indicates there is or could be an unacceptable avoidable risk, the Company will either move the coffin on a wheeled bier or arrange for additional staff or both.

Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff transport and equipment, and changes may be made to the type of coffin/casket (or method of construction) crematorium, cemetery or to any other part of the service and any additional costs involved in these changes will be shown on the final invoice.

Final Dispersal of Cremated Remains

The Company will usually follow the specific instructions of the client in regard to the cremated remains.

An exception to this must be made when the applicant for cremation instructs the cremation authority to do something contrary to the instructions of the client. In these situations, the crematorium must, by statute, follow the instructions of the applicant.

Once the cremated remains are brought into the custody of the Company, the instructions of the client will always be followed. The client will be contacted from time to time when cremated remains are stored at the Company.

If cremated remains are still in the custody of the Company, five years after the cremation and no instructions have been given for the final dispersal, the Company will write to the last known address of the client stating that the cremated remains will be dispersed by scattering in a private woodland without a religious ceremony, if further instructions are not received within three months of the date of the letter.

Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly and 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, if we instruct debt collection agents we may recover from you the fees we incur.

Further details regarding these 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.

Third Party Supplies

The Company is only responsible for those parts of the funeral arrangements that it performs itself. The Company, as a matter of course, makes all other necessary arrangements with third parties on behalf of its clients (such as with Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and it does so as a declared agent. Accordingly, the third parties involved (and not the Company) are responsible to the client for the provision of those services. In most cases the third parties charge the Company for their services and the Company charges its client for those services and shows these as disbursements on the final invoice.

The charge by the Company to its clients will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by the Company.

Some third-party suppliers offer to invoice the client directly for their services rather than invoicing the Company. When this option is available the Company always selects it on the client's behalf. In practice most crematoria ensure that every cremation takes place on the day the deceased person is received by them but there is no guarantee of this.

The "Code of Practice for Cremation" states that the cremation must take place within 72 hours of receipt of the deceased and clients should take note of this that certain crematoria follow this guidance rather than some places of worship including cemetery and crematorium chapels are now restricted by fire regulations with regard to the number of people who may enter the building.

The Company does not accept any liability if some mourners are declined entry to the building for the funeral service.

Data Protection and Personal Data

In this clause the following words have the following meanings:

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter:

unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then any successor legislation to the GDPR or the Data Protection Act 1998. Personal Data: has the meaning set out in the Data Protection Legislation, being any data, which identifies a natural person (by way of example, name, address, phone number and so on). *Please note: Personal Data does not relate to the deceased person.*

The Company is registered with the Information Commissioner's Office. It is committed to complying with Data Protection Legislation and ensuring your Personal Data is protected by adopting appropriate security, organisational and technical measures.

It is Company practice to keep details of the funerals it carries out indefinitely. It does this because it often receives queries several years later (for example to advise where a relative is buried or to arrange a similar funeral for another family member or friend). If you do not want details of the funeral arrangements being retained please indicate on the form (your right of deletion is subject to any statutory or other legal obligations that the Company may have).

Final Charges

The Company's final account for its services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third-party values will be actual gross amounts rather than estimated. Manual calculations are used to compile the estimate and where addition errors are found later the corrected total will be shown on the final invoice.

Advance Payment of Charges

The Company requires payment for the third-party fees in advance of the service date. If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and the Company will not provide those goods and services.

The Company will only make a new arrangement to provide those goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

Payment of Charges

The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full, of all Company charges and

disbursements and simply forwarding the final invoice to another person will not discharge that liability.

The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below. 4

Where the Company has made an estimate of the "anticipated DWP Social Fund Grant" this is on the basis of the information provided to it at that time. The Company is not responsible for any difference between the

actual and anticipated grant and when less is received than anticipated the client remains responsible for the shortfall.

Payment Terms PLEASE PAY SPECIAL ATTENTION TO THESE

a) The Company produces its final invoice as soon as reasonably practical after the provision of the service (usually 4-5 days after the funeral). This details all applicable charges and additional disbursements not covered with the deposit payment (except those payable by a pre-payment fund) and records any payments already received. The balance shown is due for payment within a month of the account being rendered to you.

b) The Company retains the title to all goods supplied and rights obtained from third parties until such time as it receives full payment for the final total amount invoiced. Third party costs are required prior to the funeral taking place.

c) There is no surcharge for payment by Credit Card, however, American Express Cards are not accepted.

The Company requires payment for the total estimated cost of a Golden Charter Funeral Benefit Option or any Over-50 Life Insurance Plans (including disbursements and £90 administration fee) in advance of the date of the funeral.

Overdue Accounts

Payment is due in accordance with the Company payment terms.

In the event that these terms are not met and an amount is still outstanding on the first day of the calendar month following the calendar month after the calendar month in which the invoice is dated (for example on 1st March for an invoice dated 12th January) the Company will:

- a) Add 2% to the outstanding balance and add a further 2% to any outstanding balance on the first day of each calendar month thereafter.
- b) Hand the account to a collection agency or solicitor if, at its absolute discretion, it feels that this is necessary and add all charges and fees to the outstanding balance.
- c) Prepare the matter for court when, at its absolute discretion, it feels that this is necessary and add all legal fees, court fees and associated charges to the outstanding balance.

Severability

The clauses and paragraphs of these terms and conditions are intended to be read and construed independent of each other. If any term, covenant, condition or provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is intended that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of terms and conditions will in no way be affected, impaired or invalidated as a result.

Complaints Procedure – Please ask a member of your team for our Internal Company Complaint's Procedure.

If we are unsuccessful in resolving your complaint internally, the Company is a member of the National Association of Funeral Directors and support their complaints and conciliation procedures of their Code of Practice and BIFD Resolve (more information can be supplied on request). However, nothing in this Contract impinges on the statutory rights under the Consumer Rights Act 2015 and other legislation. Those rights remain unaffected.

Right to Cancel (*Arrangements made in the client's home only*)

This agreement may be terminated before the services are delivered:

- (1) *by us if you fail to honor 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 termination, be asked to pay a reasonable amount based upon the work carried out up the time of your termination.

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 at any time within the period of 14 days starting on the day of the arrangement. The right to cancel can be lost during the cancellation period if the service is provided in full before the 14 days elapses.

Where applicable, payment 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 prior to the cancellation notice being received.

If you wish to cancel the contract you must email info@crymbleandsons.com within 14 days, stating your full name and quoting the following statement:

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/ our (delete as appropriate) contract reference (insert name of deceased)