

C. Waterhouse & Sons and Heathfield Funeral Services

TERMS OF BUSINESS

C. Waterhouse & Sons and Heathfield Funeral Services (“us”, “we” or “our”) are the trading names of C W H Funerals Limited (company number 5725508) our registered office is at Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS. We are a member of the National Society of Allied & Independent Funeral Directors (“SAIF”) and adhere to their 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. When you sign our estimate of charges (“**Estimate**”) you accept these terms of business, which form part of the contract between you and us.

1) Estimated Expenses

Our Estimate is an indication of the charges likely to be incurred for the funeral on the basis of the information and details we know at the date of the Estimate. While we make every effort to ensure the accuracy of the Estimate, the charges are subject to alteration where third parties change their rates or charges, or additional services are requested by you at a later date. Where a third party changes its rates, we will make every effort to discuss the change with you before proceeding.

2) Disbursements

A £3,000.00 deposit sufficient to cover the cost of all third party charges and to contribute towards other charges associated with the funeral is required at the time you sign the Estimate unless otherwise agreed by us. All third party charges already incurred by us are payable in full by you in the event that you cancel or postpone the funeral.

3) Account & Payment Arrangements

a) Our invoice will be presented following completion of our services and is payable within 30 days of the invoice date. The final invoice may vary from the original estimate if additional services are ordered or cancelled by you, or if third party charges change. Invoices may be paid by cash, debit and credit cards, cheques and BACS. When paying by BACS, please use the following details:

Account and Payee name: C W H Funerals Limited

Sort Code: 30.98.77, Account No. 03179608.

Please quote the deceased’s surname with all BACS payments.

b) Where applicable, VAT will be added to our charges and third party costs at the appropriate rate, but this will always be set out in our Estimate and on any invoice.

c) If you do not make payment to us by the due date (see clause 3a) we may, at our discretion:

- i) add a credit surcharge of £75.00 to the invoice; and
- ii) charge interest to you on the overdue amount after 3 months at the rate of 4% above the base rate of the Bank of England from time to time. This interest shall accrue on a daily basis until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest and any overdue amount.

d) We reserve the right to recover any costs, and expenses (including reasonable legal fees) we incur in the recovery of overdue payments.

4) Indemnity & Liability

- a) You agree that you will fully reimburse us from any losses we may incur following any breach by you of any of your obligations under these terms of business.
- b) If we fail to comply with these terms, we will only be responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but 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. You must also take reasonable steps to reduce the effect of any loss or damage you may suffer.
- c) We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

5) Data Protection

a) We will only use your personal information as set out in our Privacy Notice which can be found on our website (www.cwaterhouseandsons.co.uk).

6) Termination

a) We reserve the right to terminate the contract if you fail to honour your obligations under these terms of business or if you try to change the contract such that we cannot comply with it (for example, you insist on changing the date of the cremation to one we are unable to accommodate). You may terminate the contract (subject to clause 7b) at any time by telling us in writing. We are under no obligation to accept your termination until we receive your instructions in writing.

b) If you terminate the contract or if we terminate the contract under clause 6a), we will invoice you for any third party charges we have paid or have committed to paying (although we will use our reasonable efforts to obtain refunds or reduced these sums if possible). You will also have to pay our charges and expenses (in addition to the third party charged) if you terminate within 2 weeks of the due date of the funeral according to the scale set out below:

- i) 100% of our charges if termination is within 2 days of the due date of the funeral;
- ii) 80% of our charges if termination is within 1 week of the due date of the funeral; or
- iii) 60% of our charges if termination is within 2 weeks of the due date of the funeral.

7) Conduct

a) Our Code of Practice requires that we provide a high quality service in all aspects. If however, you have any questions or concerns about the service we provide you, please raise them in the first instance, with us, addressing your correspondence to Mr Tim Waterhouse, C. Waterhouse & Sons, High Street, Burwash, East Sussex TN19 7ET. If that does not resolve the problem to your satisfaction then please contact The Independent Funeral Directors Arbitration Scheme, C/O SAIF Business Centre 3 Bullfields, Sawbridgeworth, Hertfordshire CM21 9DB.

b) All dates and times provided cannot be guaranteed until the final bookings are made and confirmed in writing by us. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control (for instance, severe adverse weather or supply chain disruption), 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, using the contact details you have provided and advise you of alternative arrangements.

8) Other Important Terms

- a) Any variation of these terms is binding only if you and us both agree in writing to the variation.
- b) The contract is between you and us and no other person shall have any rights to enforce any of its terms.
- c) Each of the clauses of these terms of business 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.
- d) 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 of business, or if we delay in taking steps against you in respect of your breaking the 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.
- e) English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

Please inform our office if you have any objection to us showing other families a copy of your order of service sheet to help them in compiling their own Order of Service.