

**WILLOW FUNERAL SERVICES LIMITED  
TERMS AND CONDITIONS OF BUSINESS**

**1. Definitions**

- 1.1. In these Conditions the following words have the following meanings:
- Conditions** means these terms and conditions including the information set out in the Letter of Confirmation and the Estimate;
- Estimate** means the Estimate attached to the Letter of Confirmation;
- Goods** means the goods to be supplied by us to you as specified in the Letter of Confirmation;
- Letter of Confirmation** means the Letter of Confirmation, including the Estimate, provided or to be provided by us detailing the Services to be supplied pursuant to these Conditions;
- Services** means the provision of funeral services, including the supply of the Goods, by us to you in the form specified in the Letter of Confirmation;
- us/we/our** means Willow Funeral Services Limited (company no. 09684742 whose registered office address is at 4 Chip Line, Taunton, TA1 1BZ); and
- you/your** means you as the client.

- 1.2. In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa.
- 1.3. Headings used in these Conditions are used for the purposes of identification only and shall not constitute part of these Conditions nor be taken into account in the interpretation, construction or meaning hereof.

**2. Introduction**

- 2.1. These Conditions set out the basis on which we provide our Services.
- 2.2. The contractual relationship between you and us is set out in these Conditions and the Letter of Confirmation.
- 2.3. Any subsequent Letter of Confirmation and any variation to the Conditions agreed with you in writing supersede any earlier terms of engagement we have agreed with you.
- 2.4. In the event of any conflict between these Conditions and the Letter(s) of Confirmation, the Letter(s) of Confirmation will apply.

**3. Estimates and expenses**

- 3.1. Our Estimate is an indication only of the charges likely to be incurred on the basis of the information and details we know at the date of Estimate.
- 3.2. While we make every effort to ensure the accuracy of the Estimate, the charges could alter if circumstances are found to apply which have not been taken into account when preparing the Estimate. Such reasons include but are not limited to the following:
- 3.2.1. if third parties change their rates or charges (including but not limited to the cost of materials, fuel, insurance or the cost of complying with any statutory provision or order, regulation or by-law), in which case we shall be entitled to pass the total amount of the increased costs on to you; or
- 3.2.2. if the arrangements are altered by mutual agreement after the date of the agreement, in which case we will inform you, wherever practicable, of any extra charges and expenses which would be payable by you before they are incurred. For the avoidance of doubt, in the event that it is not practicable for any reason for us to inform you of any extra charges and expenses before they are incurred you will remain liable for the full amount of such charges and expenses.
- 3.3. In any such circumstances, as set out in clause 3.2, adjusted charges will apply and become payable.
- 3.4. We may not know the amount of third party charges in advance of the funeral, but we will give you a best estimate of such charges on the Estimate. The actual amount will be detailed and shown in the final account. The Estimate is inclusive of any VAT.

**4. Payment arrangements**

- 4.1. You will be required to make an advance payment to cover the cost of disbursements (expenses) we will have to incur in the provision of the Services. This sum will be detailed in the Estimate. You must pay the disbursements payment set out in the Estimate to us in full in cleared funds not later than 2 (two) working days prior to the proposed date of the funeral. Your rights to a refund on cancellation are set out in clause 8. We will invoice you for the balance of the Services on or any time after we have performed the Services or, in the event of termination in accordance with these Conditions, as soon as possible. You must pay the balance in full in cleared funds within 21 (twenty one) days from the date of our invoice, unless otherwise agreed by us in writing.
- 4.2. You shall make all payments due under these Conditions without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 4.3. We accept payments via credit card, however, due to additional bank charges, a non refundable transaction fee of 2.00% may be added.
- 4.4. If you fail to pay us the full sums due pursuant to these Conditions:
- 4.4.1. interest on the overdue amount shall be payable at the rate of 10% per annum. Such 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. You shall pay the interest together with the overdue amount.
- 4.4.2. an administration fee of £50.00 shall be added to the overdue amount to cover our costs. If the overdue sum is in excess of £1,500 the administration fee shall be £100.00.
- 4.5. You are under an obligation to advise us of any change of address. Your failure to do so will result in a tracing agent being instructed, and you will be liable for all of our costs and expenses and fees incurred as a result of such action. We may recover (under clause 6) the cost of taking legal action to make you pay.

**5. Exclusions of Liability and Limitation**

- 5.1. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach, but we are not responsible for loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 5.2. We shall not be liable in any way for failure or delay in performance of your instructions if the failure or delay is due to causes beyond our reasonable control.

3. Where our work on your behalf also involves us in dealing with third parties for whom we are not acting, we do not accept any liability to such third parties.

4. We accept no liability or responsibility for, and will not be liable for, the acts or omissions of any third parties instructed on your behalf.

**6. Indemnity**

- 6.1. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financial costs and legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Conditions.
- 6.2. Clause 6.1 means that you are liable to us for losses we incur because you do not comply with these Conditions. For example, we may 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 solicitors or debt collection agents in relation to any amount owed to us by you 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.

**7. Data Protection**

- We shall comply with the provisions of the Data Protection Act 1998 in relation to any Personal Data (as defined in the Data Protection Act 1998) to which we come into contact with whilst providing the Services.

**8. Termination**

- 8.1. As well as your 'Right to cancel' (14 day cooling off period) as given under the Consumer Regulation Contracts Act 2013, we reserve the right to terminate the Services immediately if we do not receive the disbursements payment in accordance with clause 4.1 or if we become aware of:

- 8.1.1. the presentation by any person against you of any application for an interim order or petition for a bankruptcy order within the meaning of the Insolvency Act 1986; or
- 8.1.2. any adverse material change in your circumstances which may, in our reasonable opinion, affect your ability to pay our invoice.

- 8.2. We are under no obligation to accept your termination of the Services until we receive your instruction in writing.

- 8.3. If you terminate your instructions or if we terminate the Services in accordance with clause 8.1, you will be invoiced and shall pay for all third party charges which we have paid or are committed to pay on your behalf or in respect of the Services. You must also pay our charges and expenses according to the scale set out below:-

- Termination within 2 days of the due date of the funeral  
100% of fees payable;
- Termination within 1 week of the due date of the funeral  
80% of fees payable; and
- Termination within 2 weeks of the due date of the funeral :  
50% of fees payable.

We shall take into account any monies received from the advance payment made in accordance with clause 4.1 when calculating the payments due from you to us.

- 8.4. If you terminate the contract in accordance with clause 8.2 15 (fifteen) days or more from the due date of the funeral, we shall refund any payments made in advance in accordance with clause 4.1 less any third party charges which we have paid or have committed to pay on your behalf or in respect of the Services. All indemnities shall survive the termination of the Services.

**9. Conduct**

- 9.1. If you have any questions or concerns about the Services we provide, please raise them in the first instance with Matthew Foster of Willow Funeral Services Limited.

- 9.2. All dates and times provided on the Estimate cannot be guaranteed until final bookings are made and confirmed. When final bookings are confirmed these Conditions shall form the basis of the contract between us and time shall be of the essence as regards the date and time that we agree.

- 9.3. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of events or circumstances beyond our reasonable control, we are unable to fulfil our obligations to you on the date or time specified. We shall not be liable for any delay or for the consequences of any delay in performing any of our obligations under these conditions if such delay is due to any cause whatsoever beyond our reasonable control. In such circumstances we will attempt to contact you in advance and advise you of alternative arrangements. In the event we have to cancel the provision of the Services because of events or circumstances beyond our reasonable control and you have made any advance payments in accordance with clause 4.1, we will refund these amounts to you less any third party charges we have made or have committed to pay on your behalf or in respect of the Services.

**10. General**

- 10.1. Your continuing instructions will amount to your continuing acceptance of these conditions. Any waiver or variation of these terms is not binding on us unless it is made (or recorded by us) in writing, signed by us and expressly states an intention to vary these Conditions.
- 10.2. These Conditions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person who is not a party to them.
- 10.3. If any of these Conditions are unlawful, unenforceable, or invalid as drafted (a) those terms shall be deemed severed and shall not affect the enforceability of any other of these terms; and (b) if those terms would be enforceable if amended, they will be treated as so amended.
- 10.4. We shall be entitled to subcontract the performance of the Services (or any part thereof) whether in accordance with your instructions or otherwise.
- 10.5. Nothing in these Conditions affects your statutory rights or restricts or limits our liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 10.6. English law governs these Conditions and any contract made under these Conditions. The English courts have exclusive jurisdiction over any disputes.