B. Gibbs Funeral Services Limited
Terms and Conditions

We are a member of the National Association of Funeral Directors and subscribe to the UK Funeral Director Code a copy of which is available on request from the office. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

Estimates and Expenses
The estimate sets out the services we agree to supply. The estimate is an indication of the charges likely to be incurred based on 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 liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third-party charges in advance of the funeral; however, we will give you a best estimate of such charges. The actual amount of the charges will be given in the "funeral confirmation", which will be provided shortly afterwards, or detailed in the final account. If you amend your instructions we may require your written confirmation of the changes. We may need to make an extra charge in accordance with our published price list. We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

Payment arrangements
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- The funeral account will be sent to you within 7-14 days of the funeral taking place
- The funeral account is due for settlement within 30 days of receipt (unless agreed in writing by us)
- If you fail to pay us in full, by the due date, we may charge you interest:
    - At a rate of 4% above our bank's Base Rate from time to time in force, calculated (on a daily basis) from the date of our account until payment.
    - Compounded on the first day of each month and before and after any judgement (unless a Court orders otherwise)
    - We may recover (under clause 3) the cost of legal action to make you pay.

Care of the deceased
Our funeral home complies with the UK Funeral Director Code by maintaining secure, clean, and well-maintained care facilities specifically designated for the respectful storage and care of the deceased. We will inform you in writing of all locations where your loved one will be cared for, including full addresses and contact numbers, at the earliest opportunity and before we take the deceased into our care. Our premises are lockable and accessible only to authorised personnel, regularly inspected to ensure high standards of cleanliness and hygiene, and equipped with suitable equipment that can accommodate all body types and the care services we offer. Where we engage third-party providers for any aspect of care, a formal Service Level Agreement will be in place, and we will clearly inform you which aspects of care are being provided by external providers. We maintain comprehensive records of all deceased persons in our care, documenting all actions undertaken, including arrival and departure times, and we conduct regular visual checks of the deceased's condition to ensure dignity and respect throughout their time with us.

Cremated Remains
If requested, we will collect and store the Cremated Remains of the deceased following cremation. Cremated Remains will be stored free of charge for a period of *12 months* from the date of cremation. In certain circumstances, such as where the Cremated Remains are intended to be interred with another person at a later date, we may agree to store them for a longer period.
It is your responsibility to ensure that we are provided with accurate and up-to-date contact details and to notify us promptly of any change of address, telephone number or email address.
During the storage period, and unless alternative instructions have been provided or agreed in writing, we may contact you periodically by telephone, email or letter to seek further instructions regarding the final disposition of the Cremated Remains.
If the Cremated Remains remain uncollected after *12 months* and no instructions have been received, we will write to you at the last known address held on our records by recorded delivery. We will issue up to *three written notices* requesting collection or further instructions. Following the third notice, a storage charge of *£10 per month* will become payable.
If no response is received within *30 days* of our final notice, we reserve the right to arrange for the scattering of the Cremated Remains. We will notify you in writing of the date, time and location of the scattering, and a permanent record of the location will be retained.
For the avoidance of doubt, we shall be entitled to rely upon the last contact details provided to us and shall not be responsible for any failure to receive correspondence where you have not informed us of a change in your contact details.

Donations
If requested, we will arrange for a collection of charitable donations at the funeral venue, and manage your online tribute fund, as per our charitable donations and online tribute fund policy.

Indemnity
You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal cost) following a breach by you of any of your obligations under these Terms of Business. This means that you are liable to us for losses we incur because you do not comply with these Terms of Business. 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 the account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim these losses from you at any time and, if we take legal action, we will ask the court to make you pay our legal costs.

Data Protection (GDPR)
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 is 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 are holding on you and you can, by applying to us in writing, receive copies of that data.

Cooling-off period
The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work Regulations 2008 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 do so in writing to us at: *B. Gibbs Funeral Services Limited, The Manse, 28 Fore Street, Chard TA20 1PT.* In the event that you exercise the right to cancel this contract during the cooling-off period, you may be required to pay a reasonable amount for goods and services already supplied.

Termination
This agreement may also be terminated before the services are delivered

- by us if you fail to honour your obligations under these Terms of Business and
- by you communicating to us in writing, terminating your instructions.

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

Standards of service.
The National Association of Funeral Directors 'UK Funeral Director Code' requires that we provide a high quality of service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with the designated senior person – *Mr Barry Gibbs at B. Gibbs Funeral Services Limited*. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors provides an independent conciliation and arbitration scheme, 'NAFD Resolve', as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road, Solihull, West Midlands, B91 1AA.
All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed in writing to you in the final funeral confirmation.
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 and time specified. Where this is the case we will contact you in advance and advise you of alternative arrangements.

Agreement
Your continuing instruction will amount to your continuing acceptance of these Terms of Business. Your instructions will not create any right enforceable by the 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 UK Court.