

TERMS & CONDITIONS OF BUSINESS

Please read the following important terms and conditions carefully before you purchase any services from us, and check they contain everything you want and nothing that you are not willing to agree to.

Your key statutory rights under the Consumer Rights Act 2015: You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it. If a price has not been agreed upfront, what you are asked to pay must be reasonable. If a time has not been agreed upfront, the service must be carried out within a reasonable time. For more information visit www.citizensadvice.org.uk or call 0808 223 1133.

In this contract:

'we', 'us' or 'our' means West and Coe Limited (Company Registration Number: 01663282) of 620 Rainham Road South, Dagenham, Essex, RM10 8YP and 'you' or 'your' means the person buying services from us.

1. Who We Are

West & Coe Limited ("we", "us" or "our") is a company registered in England and Wales (company number 01663282). Our registered office is at 620 Rainham Road South, Dagenham, Essex, RM10 8YP. We trade as **West & Coe**.

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 and displayed on our website. Our SAIF membership number is 11.

We aim to act in a professional, courteous, sensitive and dignified manner at all times. We comply with the Funerals Market Investigation Order 2021 and the SAIF Code of Practice in relation to our pricing.

Pricing examples and our CMA Standardised Price List are displayed on our website. Full pricing options are available in our offices.

If you have any questions about this contract, please contact us:

- By email: dagenham@westcoe.co.uk
- By telephone: 0208 592 0164 (our telephone lines are open 24 hours a day, with our office opening hours 9-5:30 Monday-Friday)
- In person at: 620 Rainham Road South, Dagenham, Essex, RM10 8YP

2. Formation of Contract

When you sign our **Responsibility of Arrangement Form**, you accept these terms and conditions, which form part of the contract between you and us.

Any quotation given before you place an order is not a binding offer to supply services. A legally binding contract is formed when we confirm your order in writing.

We may decline to accept your order if, for example, we cannot carry out the services due to staffing constraints, cannot authorise your payment, or there has been a pricing or description error.

3. Next of Kin / Authority to Arrange

By entering into this contract you confirm you are the legal next of kin or the executor of the deceased's estate, or you have been duly appointed to act on their behalf. You further confirm you have authority to receive the deceased's personal possessions, including their cremated remains.

4. Estimated Expenses

Our Estimate of Charges (which will be outlined in our **Confirmation of Funeral Arrangements** booklet) is an indication of the charges likely to be incurred for the funeral, based on the information available to us at the date of the Estimate. While we make every effort to ensure its accuracy:

- Charges are subject to alteration where third parties change their rates. Where a third party changes its rates, we will make every effort to discuss the change with you before proceeding.
- Charges are subject to alteration where additional services are requested by you.

5. Disbursements and Deposit

In addition to our charges, disbursements are payable to ministers of religion, celebrants, crematoria, cemeteries and other third parties. Full details will be provided to you in writing.

You will be required to pay all disbursement fees in full at least 7 days prior to the funeral. Where the total estimated amount is deemed excessive, you may be asked to make a further interim payment.

Failure to pay the deposit or disbursements within the required timeframe may result in the cancellation of funeral arrangements. All third party charges already incurred by us are payable in full in the event you cancel or postpone the funeral.

6. Charges and Payment

6.1 Invoice and Payment Terms

The final invoice may vary from the original estimate if additional services are ordered or cancelled, or if third party charges change.

Our invoice will be presented following completion of our services and is payable within 30 days of the invoice date.

Invoices may be paid by cash, debit card, credit card, cheque and BACS.

6.2 VAT

Where applicable, VAT will be added to our charges and third party costs at the appropriate rate. This will always be clearly set out in our Estimate and on any invoice. All prices are in pounds sterling (GBP).

6.3 Late Payment

If payment is not received by the due date, we may at our discretion:

- Charge interest on the overdue amount at a rate of 0.5% per month until the date of actual payment.

We reserve the right to recover any reasonable legal costs and expenses incurred in the recovery of overdue payments.

7. Nature of the Services

The services we provide include all arrangements in connection with the funeral, assistance and advice in funeral-related matters, attendance and services of our staff, care of the deceased, use of our Chapel of Rest, provision of transportation, and (where requested) embalming. Full details will be set out in your Estimate of Charges (which will be outlined in our **Confirmation of Funeral Arrangements** booklet).

Our services will be carried out with reasonable care and skill, in compliance with our SAIF Code of Practice. If you have any concerns about the services provided, please contact us as soon as possible using the contact details at the top of this document.

8. Cremated Remains

Cremated remains are normally collected from the crematorium within 5 working days of the cremation taking place. Our full Cremated Remains Policy is available on our website at www.westandcoe.com/cremated-remains-policy and on request from our offices.

9. Cancellation

9.1 Your Right to Cancel

You have the right to cancel this contract. This right may be exercised by sending or delivering a written cancellation notice to us at any time within 14 days of the date of the arrangements. The right to cancel may be lost during this period if the service has been provided in full before the 14 days have elapsed.

Where services have already commenced or disbursements have been paid prior to receipt of your cancellation notice, payment will be required in respect of those services and disbursements.

9.2 Our Right to Terminate

We reserve the right to terminate the contract if you fail to honour your obligations under these terms, or if you attempt to change the contract in a way we are unable to accommodate. In such circumstances, you will remain liable for all third party charges we have paid or committed to pay.

10. Indemnity and Liability

You agree to fully reimburse us for any losses we incur following any breach by you of your obligations under these terms.

If we fail to comply with these terms, we will only be responsible for loss or damage that is a foreseeable result of our breach. We are not responsible for:

- Losses that were not foreseeable to both of us when the contract was formed;
- Losses not caused by any breach on our part;
- Business losses; or
- Losses to non-consumers.

We do not exclude or limit 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.

11. Events Beyond Our Control

All dates and times provided cannot be guaranteed until final bookings are confirmed in writing by us. There may be instances where, because of circumstances beyond our control (for example, severe adverse weather, supply chain disruption or other unforeseen events), we are unable to fulfil our obligations 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. We will make every reasonable effort to minimise the impact of such events.

12. Data Protection

We will only use your personal information as set out in our **Privacy Policy**, which can be found on our website at www.westandcoe.com/privacy-policy and on request at our offices. Your privacy and personal information are important to us. Our **Privacy Policy** explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and supervisory authorities if you have a query or complaint.

13. Conduct and Complaints

Our **SAIF Code of Practice** requires that we provide a high quality service in all aspects. If you have any questions or concerns about the service we have provided, please raise them with us in the first instance, addressing your correspondence to **Jamie West, Operations Director**, 620 Rainham Road South, Dagenham, RM10 8YP.

Our full **Complaints Policy** is available on our website at www.westandcoe.com/complaints-procedure. We will try to resolve any dispute with you quickly and efficiently.

If we cannot resolve your complaint directly, you may use the following Alternative Dispute Resolution (ADR) route:

- The Independent Funeral Directors Arbitration Scheme, c/o SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire CM21 9DB.

If you are not satisfied with the outcome of ADR, you may bring proceedings in the English courts. English law applies to this contract. The English and Welsh courts have non-exclusive jurisdiction.

14. General

14.1 Variations

Any variation to these terms is binding only if both you and we agree to it in writing.

14.2 Third Party Rights

This contract is between you and us. No other person shall have any right to enforce any of its terms.

14.3 Severability

Each clause of these terms operates separately. If any court or relevant authority decides that any clause is unlawful, the remaining clauses will remain in full force and effect.

14.4 Waiver

If we do not insist immediately that you do anything required under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean you do not have to do those things. It will not prevent us from taking steps against you at a later date.

14.5 Governing Law

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.