

Terms and Conditions

As with any business, we have our Terms and Conditions: this sets out the legal basis of our relationship and along with our Code of Practice are there to protect everyone concerned. These arrangements can only be changed if authorised by a Director in writing.

The Terms and Conditions are as follows:-

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. Interpretation and basis of the contract

1.1. In these conditions:

Deceased: means the body of the Deceased.

Director: means a member of board of directors of Southall Funeral Service.

Charges: means the estimated contract price with Southall Funeral Service shall from time to time levy the client.

Client: means any person engaging Southall Funeral Service on the terms in this contract and includes, unless the context otherwise indicates, that the person's principals, agents, employees and sub-contractors.

Collection Point: means the place notified to Southall Funeral Service as the place from which the Deceased is to be collected.

Contract: means the contract between the Client and Southall Funeral Service.

Destination: means the place to which the Client has requested Southall Funeral Service to carry the Deceased to include (for the avoidance of doubt) any church, mortuary, crematorium, hospital, burial ground or other place where the Deceased is to be handed over or buried.

In Transit: means the time beginning with collection of the Deceased from the Collection Point and ending with the delivery of the Deceased at the Destination.

Southall Funeral Service: means Southall Funeral Service whose registered office is at 70 Western Road, Southall, Middlesex, UB2 5DZ.

1.2. This Contract shall be entered into between Southall Funeral Service and the Client by the Client requesting whether verbally or in writing (electronic or paper based). That Southall Funeral Service perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the Terms of this Contract shall be effective. These conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Director of Southall Funeral Service. No verbal warranties, representations, agreements or assurances will bind Southall Funeral Service, other than where provided for in this Contract or by law.

1.3. Subject to the terms of this Contract and in consideration of the payment of Southall Funeral Service's Charges and of any other monies which may become due under this Contract, Southall Funeral Service shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its

reasonable endeavours to deliver the Deceased to the Destination at the time requested by the Client. Southall Funeral Service shall use all reasonable skill and care when performing its obligations under the Contract.

1.4. In these conditions except where the context otherwise requested, the singular shall include the plural and vice versa; any gender include all genders; words denoting persons including bodies corporate and unincorporated associations and partnerships and vice versa.

2. Control of Procedure

2.1. Southall Funeral Service shall have absolute discretion as to the means, route and procedure to be followed in the handling and carriage of the Deceased while in transit.

3. Southall Funeral Charges

3.1. Southall Funeral Service's Charges are in respect of its services as funeral undertakers only and The client acknowledges that all other necessary arrangements with third parties (such as with Ministers, Cemeteries, Crematoria and Newspapers) will be by Southall Funeral Service acting exclusively as agent for the Client. The Client acknowledges that he shall be responsible for any third party charges. Southall Funeral Service undertakes to disburse third party charges on behalf of the Client and will recover this disbursement from the Client. All disbursements made by Southall Funeral Service on behalf of the Client will be shown on Southall Funeral Service's invoice at the third party's normal rate.

3.2. Southall Funeral Service's Charges are payable by the Client without any right of set off within 30 (thirty) days after receipt of Southall Funeral Service's invoice.

3.3. Southall Funeral Service is entitled to charge interest at the rate of 2% above the base rate of Lloyds TSB Bank plc from time to time on any sums due to Southall Funeral Service which remain unpaid at the expiry of 30 days from the date on which they became due and continuing both after and before any judgement.

3.4. In addition to the above, Southall Funeral Service may pass on to the Client the cost of any third party charges of fees (such as but not limited to Court and solicitor's fees) that it has incurred in the collection of a debt.

4. Limitation of Liability

4.1. The Deceased together with any jewellery or personal effects forming parts of the Deceased's estate shall be carried at the Client's sole risk in all respects, subject to clause 4.6

4.2. Subjects to the limits on its liability in clauses 4.3, 4.4 and 4.6, Southall Funeral Service shall only be liable to the Client where its causes by its negligence or wilful misconduct delay in the delivery of the Deceased to the Destination.

4.3. Southall Funeral Service shall not be liable to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond Southall Funeral Service's reasonable control. The following events shall be regarded as examples of the causes beyond Southall Funeral Service's reasonable control but shall not act to limit the general nature of this clause: - Act of God, explosion, flood, tempest, fire, accident, civil disturbance, Acts,

restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any government, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

4.4. Southall Funeral Service shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

4.5. Subject as expressly provided in this Contract and except where the supply of the service it to a person dealing as a consumer (within the meaning of the Unfair Contract terms Act 1977), all warranties, conditions representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.6. The maximum aggregate liability of Southall Funeral Service to the Client, for any sentimental or direct loss arising out of one or a series of linked events or omissions; and more specifically the loss theft or destruction of any of the jewellery or personal effects forming part of the Deceased's estate shall be limited to the value of Southall Funeral Service's charges.

5. Client's Warranties and Indemnities

5.1. The Client warrants the accuracy of all descriptions, addresses and other particulars furnished to Southall Funeral Service and the Client undertakes to indemnify Southall Funeral Service against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Client.

5.2. The Client undertakes to indemnify Southall Funeral Service against the claims of any third party which may arise out of the loss damage or distribution of any of the jewellery or personal effects forming the part of the Deceased's estate.

6. Collection of Ashes

6.1. The client undertakes to arrange for the collection of the ashes of the Deceased within 120 days following cremation of the Deceased.

6.2. In the event that the ashes have not been collected within the time referred to in Clause 6.1 then the client authorises Southall Funeral Service to dispose of the ashes without any further notice to the Client.

6.3. The Client undertakes to indemnify Southall Funeral Service against the claims of any third party which may arise out of the disposal of the ashes as contemplated in Clause 6.2

7. Insolvency of the deceased's Estate and Payment Charges

7.1. In the event of the insolvency of the Deceased's estate the Client undertakes to bind himself in his personal capacity as co-principal debtor in respect of any debt arising from this contract which may be due and owing by the Deceased's estate to Southall Funeral Service.

8. Governing Law and Jurisdiction

8.1. The Contract shall be governed by the laws of England in every particular including formation and interpretation and shall be deemed to have been made in England

8.2. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in London.

8.3. The submission of the parties to such jurisdiction shall not limit the right of Southall Funeral Service to commence any proceedings arising out of the contract in any jurisdiction it may consider appropriate

9.0 Severability

9.1 Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.