

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

Summary of some of **your** key rights:

The Consumer Rights Act 2015 says:

“you can ask us to repeat or fix a service if it’s not carried out with reasonable care and skill, or get some money back if we can’t fix it;

if a price hasn’t been agreed upfront, what you’re asked to pay must be reasonable;

if a time hasn’t been agreed upfront, it must be carried out within a reasonable time.”

This is a summary of some of *your* key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of *your* key rights. It is not intended to replace the contract below, which *you* should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract applies where we enter into a contract with you in person. [If this is not the case, please tell us so that we can provide you with the terms that apply to your order.]

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.

If you have any questions about this contract or any orders you have placed, please speak with us at your local office or contact us by:

- sending an email to enquiries@westcoe.co.uk; or
- calling us on 020 8592 0164 (our telephone lines are open 24 hours a day, with our office opening hours 9-5:30 Monday - Friday)

Who are **we**?

We are West & Coe Limited a company registered in England and Wales under company number: 01663282. Our registered office is at: 620 Rainham Road South, Dagenham, Essex, RM10 8YP

We subscribe to The National Society of Allied and Independent Funeral Directors (SAIF) code of conduct which can be found at www.saif.org.uk our membership number is 11

1 Introduction

- 1.1 If you buy services from us you agree to be legally bound by this contract.
- 1.2 By accepting these Terms & Conditions, you consent that you accept the charges and will be liable for payment of the final account. You will have 30 days from the funeral date to pay the remaining balance (excluding Direct Burial/Cremation or Repatriation which will be required to be paid in advance in full

2 Information we give you

- 2.1 We are required to give you certain key information before a legally binding contract between you and us is made (see the summary box below).

Information we will give you

*We will give you information on:
the main characteristics of the services you want to buy, who we are, where we are based and how you can contact us, the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price), the arrangements for payment, carrying out of the services, and the time by which we will carry out the services and our complaint handling policy*

- 2.2 We will give you this information in a clear and understandable way. Typically, we will do this at your local office before you buy the services from us. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 144).
- 2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Our **Privacy Policy** can be accessed on our website at www.westandcoe.com.
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy**, which 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 about the use of your personal information.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
- 4.3 When you decide to place an order for services with us, this is when you offer to buy such services from us.
- 4.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
 - 4.4.1 we cannot carry out the services (for example, because we have a shortage of staff);
 - 4.4.2 we cannot authorise your payment;
 - 4.4.3 there has been a mistake on the pricing or description of the services.
- 4.5 We will only accept your order when we confirm this in person by signing the responsibility of arrangement form:
 - 4.5.1 a legally binding contract will be in place between you and us; and
 - 4.5.2 we will start to carry out the services in the way you and we have agreed on in our confirmation of arrangement leaflet.

5 Carrying out of the services

- 5.1 We will carry out the services by the time or within the period which you and we agree. If you and we have agreed no time or period, we will carry out the services within a reasonable time.
- 5.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.
- 5.3 Cremated remains are normally collected from the crematorium within 5 working days of the cremation; Our **Cremated Remains Policy** can be accessed on our website at www.westandcoe.com.

6 Charges and payment

- 6.1 West & Coe Limited operate a pricing policy in compliance with the Funerals Market Investigation Order of 2021 and the Code of Practice of the National Society of Allied and Independent Funeral Directors (SAIF). Our price list provides clients with a full and detailed explanation of our charges as required by the Codes.
- 6.2 In addition to our charges, disbursements must be paid to Ministers of Religion, Celebrants, Cremation or Cemetery fees and other third party expenses. Full details of these expenses will be provided to you.
- 6.3 After the funeral arrangements have been discussed, you will be given an estimated detail of charges. You will be required to pay all disbursement fees in full 7 days prior

to the funeral. You will then be sent a written estimate of all the charges incurred, in line with the service you have requested. Where the total estimated account is deemed excessive, you may be asked to make a further interim payment. We need to draw to your attention that, failure to pay the deposit within the given timeframe may result in the cancellation of all funeral arrangements. The balance of the account will be required as set out in paragraph 6.4 below.

- 6.4 By accepting our Terms & Conditions, you consent that you accept the charges and will be liable for payment of the final account. You will have 30 days from the funeral date to pay the remaining balance (excluding Direct Burial/Cremation or Repatriation which will be required to be paid in advance in full).
- 6.5 If your payment is not received by us in accordance with 6.4, we may charge interest on any balance outstanding at the rate of 0.5 percentage points per year month.
- 6.6 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

7 Nature of the services

- 7.1 Your certain legal rights in relation to the nature of the services (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
 - 7.1.1 where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - 7.1.2 where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.
- 7.2 The services we will provide include all arrangements in connection with the funeral, assistance and advice in matters relating to the funeral, attendance and services of staff, attending to all documentation, care of the deceased and use of the Chapel of Rest, provision of transportation, funeral director and embalming of the deceased (if required).

8 Faulty services

- 8.1 Your legal rights in relation to faulty services (also known as 'statutory rights') are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - 8.1.1 contact us using the contact details at the top of this contract; or
 - 8.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- 8.2 Nothing in this contract affects your legal rights if the services are faulty (also known as 'statutory rights'). You may also have other rights in law.
- 8.3 If the services we have provided to you are faulty, please contact us using the contact details at the top of this contract.

9 Next of Kin

- 9.1 By entering into these terms of conditions you are confirming that you are the legal next of kin or executor, and if you are not the legal next of kin or executor that you have been appointed by the next of kin, or executor to act on their behalf regarding the funeral arrangements. Further you also confirm that you have their approval to receive the deceased's personal possessions, including but not limited to their cremated remains.

10 Right to cancellation

- 10.1 You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time, within the period of 14 days starting on the day of the arrangements. The right to cancel, can be lost during the cancellation period, if the service is provided in full before the 14 days elapses.
- 10.2 Where applicable, payment will be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

11 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limitation on our liability

- 12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 12.1.1 losses that were not foreseeable to you and us when the contract was formed;
 - 12.1.2 losses that were not caused by any breach on our part;
 - 12.1.3 business losses; or
 - 12.1.4 losses to non-consumers.

13 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

14 Disputes

- 14.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract.
- 14.2 Our **Complaints Policy** can be accessed on our website at www.westandcoe.com.

- 14.3 If a dispute cannot be resolved in accordance with our Complaint Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.
- 14.4 If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.
- 14.5 English Law applies to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 14.6 Any disputes will be subject to the non-exclusive jurisdiction of English courts. This means that you can choose whether to bring a claim in English courts.