

We are a member of The Society of Allied & Independent Funeral Directors (SAIF), a private limited company with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB. We subscribe to SAIF's current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

For the purpose of these terms:

"you" or "your" means the person engaging the services; and

"services" means funeral arrangement, support and advice services provided by us.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the "Terms"), and you acknowledge you have read, understood and agree to be bound by these Terms.

1. Requirement for terms and conditions.

James Giles & Sons Ltd always aim to provide a high quality service and as such would not seek to enter into a long and unnecessarily detailed contract for service. It acknowledges that its areas of responsibility and obligations should be clearly defined in writing to clients who should also be aware of the level of protection offered to them and of their obligations to the Company. Throughout these terms and conditions the "Company" is James Giles and Sons Ltd.

2. Who can arrange a funeral.

The Company has no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, an executor of the estate or acting on the instructions of those persons or in the absence of the existence of any executor or family. Hereinafter called the "Client".

3. General observations.

The Company employs experienced staff who will use their best professional skill to ensure that the requests of its client are honoured. During the initial planning the Company representative may not be aware of all the individual family circumstances and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances the Company will assist in making alternative arrangements but it will not accept any liability for additional costs or losses that may arise as a result.

4. Changes to funeral timings, extra services and supply failures.

The dates and times for the funeral cannot be guaranteed until final bookings are made and confirmation received from all third parties involved. On occasion, even after confirming details to its client, the Company is forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control. Timing is not therefore the essence of this contract. Where possible any changes are notified to the client in advance but this is not always possible and the Company does not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure and in these circumstances the Company's charges remain payable in full.

The Company always attempts to contact its client to agree any changes but this is not always possible. If the Company cannot contact the client it makes an assessment of the situation and acts in the manner that it believes is in the best interest of the client. It reserves the right to make additional charges for extra services provided. For example if more flowers arrive at the funeral home than the hearse can accommodate an attempt is made to contact the client by telephone to ask for instructions regarding the provision of additional transport. If the call is not answered the Company will supply an additional vehicle for the flowers.

In these circumstances the extra charges for any additional services are added to the final invoice. Where for any reason the Company is unable to supply the coffin/casket ordered by the required time the Company notifies the client and offers alternatives, the price of the alternative selected by the client and not the price of the original selection is invoiced and payable.

Some of the facilities offered are dependent upon the behaviour of animals such as horse drawn vehicles and dove releases and it must be understood that in certain circumstances these animals may be unable

to perform the required duties due to ill health and weather conditions. Further some of the vehicles used are vintage or classic and as such are prone to mechanical failure. The Company does not accept any liability should any of these events occur.

5. Clothing and personal effects.

The Company transfers the deceased person to its premises in the clothing worn unless given instruction to the contrary. All underwear, socks, daywear or nightwear are, together with any soiled clothing, treated as waste and disposed of as appropriate unless the Company is instructed otherwise. All clothing provided for the deceased person to wear (excluding shoes in the case of cremation, which are removed and sent for recycling or disposed of unless specific instructions are received to the contrary) will remain with them. All valuables left with the deceased at the time of collection will remain with the deceased person unless specific instructions from our Client are received to the contrary. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased person during Chapel visits the Company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage.

6. Size of the deceased person.

The Company is, usually, unaware of the size of the deceased person at the time the funeral is being arranged. The prices quoted and availability of products and services are based on the assumption that the size of the deceased person falls below certain reasonable limits. Once known the Company takes account of the size of the deceased person (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each hearse, for each grave and for each crematorium.

Where this indicates there is or could be an unacceptable avoidable risk, the Company either move the coffin on a wheeled bier or arrange for additional staff or both. Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff, transport and equipment, and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service and any additional costs involved in these changes are shown on the final invoice.

7. Right to cancel the contract - The Consumer Contracts

Your right to cancel

The following terms explain when you have the right to cancel a contract according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If your contract with us was negotiated and entered into away from our trade premises (for instance in your own home), or was negotiated and concluded at a distance (eg by telephone or email), rather than at the funeral director's office, then you have a right to cancel the contract for any reason, which expires 14 days after the day on which the contract was made.

If the contract was negotiated and concluded at the funeral director's office, you do not have the right to cancel the contract.

If the contract was negotiated at the funeral director's office and the paperwork taken away to sign at home, you do not have right to cancel the contract.

This clause applies where you visit our trade premises, but later conclude the contract at a distance (by phone or email). If the content of the agreed contract is significantly different from what was discussed face to face because your requirements have changed, then you have a right to cancel the contract for any reason, which expires 14 days after the day on which the contract was made.

If you decide to cancel the contract you must inform the person named below of your decision by letter or email, or by returning our cancellation form (found at the end of this document) to us within the 14 day period. Any money paid will be returned to you within 14 days.

In cases where you require our services to commence immediately, and before the cancellation period has expired, you must give your express permission for this by doing so in writing, by email, or by completing the attached form. You must also acknowledge that if the service is completed within the 14 day cancellation period, you lose your right to cancel once the contract has been completed in full.

In the event that you wish to exercise your right to cancel our services during the 14 day cancellation period, and before the contract has been performed in full, you must pay us for any work we have carried out prior to the cancellation.

Our right to cancel

The services may be cancelled by us if you fail to honour your obligations under these Terms.

If we terminate the services, you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

8. Final dispersal of cremated remains.

The Company will only follow the instructions of the client in regard to the cremated remains. An exception to this must be made when the applicant for cremation instructs the cremation authority to do something contrary to the instructions of the client. In these situations the crematorium must by statute follow the instructions of the applicant. Once the cremated remains are brought into the custody of the Company the instructions of the client will always be followed. The client is responsible for collecting the ashes from the Company. The client may nominate a third party to collect ashes on their behalf. This must be done by prior agreement with the Company. The person collecting ashes must produce photographic identification.

9. Third party supplies.

In order to provide the services required, we may need to pass such data to third parties who are performing some of the services for you so that they may contact you directly.

The Company is only responsible for those parts of the funeral arrangement that it performs itself. The Company, as a matter of course, makes all other necessary arrangements with third parties on behalf of its clients (such as with Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and it does so as a declared agent. Accordingly the third parties involved (and not the Company) are responsible to the client for the provision of those services. In most cases the third parties charge the Company for their services and the Company charges its client for those services and shows these as disbursements on the final invoice. The charge by the Company to its clients will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by the Company. Some third party suppliers offer to invoice the client directly for their services rather than invoicing the Company.

When this option is available the Company always selects it on the client's behalf. In practice most crematoria ensure that every cremation takes place on the day the deceased person is received by them but there is no guarantee of this. The "Code of Practice for Cremation" states that the cremation must take place within 72 hours of receipt of the deceased and clients should take note of this that certain crematoria follow this guidance rather than always cremating on the day received.

Some places of worship including cemetery and crematorium chapels are now restricted by fire regulations with regard to the number of people who may enter the building. The Company does not accept any liability if some mourners are declined entry to the building for the funeral service.

10. Unfair trading practices.

All funeral arrangers employed by the Company are aware of the "thirty one things that must not be said or done by a salesperson" as specified in "The Consumer Protection from Unfair Trading Regulations" that came into force on 26th May 2008. In particular the Company does not tolerate any action by its representatives that can be construed as an "aggressive selling practice". If a client feels that a representative of the Company is behaving in contravention of these regulations the incident should be reported to the Company Director immediately.

11. Data Protection and Personal Data.

In this clause the following words have the following meanings: Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter: (a) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (b) any successor legislation to the GDPR or the Data Protection Act 1998.

Personal Data: has the meaning set out in the Data Protection Legislation, being any data, which identifies a natural person (by way of example, name, address, phone number and so on). Please note: Personal Data does not relate to the deceased person.

11.1 The Company is registered with the Information Commissioner's Office. It is committed to complying with Data Protection Legislation and ensuring your Personal Data is protected by adopting appropriate security, organisational and technical measures. If you have a concern at any stage please contact bromsgrove@jamesgilesandsonsltd.co.uk

11.2 If you submit an enquiry, your Personal Data will be processed and stored in accordance with the Company's Data Protection, Privacy and Cookies Policy. The Company will otherwise process and store your Personal Data to perform its contract with you in accordance with Data Protection Legislation and the Company policy.

11.3 It is the Company practice to keep details of the funerals it carries out indefinitely. It does this because it often receives queries several years later (for example to advise where a relative is buried or to arrange a similar funeral for another family member or friend) If you do not want details of the funeral arrangements being retained please indicate on the form (your right of deletion is subject to any statutory or other legal obligations that the Company may have).

12. The final charges.

The Company's final account for its services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third party values will be actual gross amounts rather than estimated. Manual calculations are used to compile the estimate and where additional errors are found later the corrected total will be shown on the final invoice.

13. Advance payment of charges.

We require a deposit to be paid which is the total amount of third-party costs to date following the arrangements.

If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and the Company will not provide those goods and services. The Company will only make a new arrangement to provide those goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

14. Payment of charges.

The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below.

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Company Registration No.4720353

DROITWICH

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droitwich@jamesgilesandsonsltd.co.uk
Company Registration No.4720353

STUDLEY

26/28 High Street, B80 7HJ
01527 852213
studley@jamesgilesandsonsltd.co.uk
Company Registration No.10393975

15. Payment terms.

Pricing Information

The price of an attended or unattended funeral is shown on our Standardised Price List and is based on a funeral for an adult aged 18 plus, of a standard size.

Our Additional Options Price List shows all the products and services we offer and their price ranges.

If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional charges may be incurred. Such charges can be found on our Additional Options Price List.

If you amend your instructions in terms of the services to be provided, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions in accordance with prices published in our current price list.

Where charges are subject to VAT, this will be included in our quotation

Donation Companies including our on-line charitable donation processing partner, make charges for use of their services, currently 5% & card charges. Further details of these services can be provided and can be found on their website. Please advise us if you wish to use their services.

Please pay special attention to these. The Company requires payment for the total estimated cost of Direct Cremation and Exhumation (including disbursements) in advance of the date of the funeral/exhumation:

- a) The Company requires payment for the total estimated cost of the basic funeral, direct cremation and exhumation (including disbursements) in advance of the date of the funeral/exhumation.
- b) The Company requires payment for the provision of Somerset Willow coffins in advance of the Company placing an order with the supplier for these caskets.
- c) The Company will (in appropriate circumstances) make commitments to third parties to a maximum disbursement total of £1,000.00. Any commitment beyond this figure will normally only be made upon receipt of the excess by the Company.
- d) The Company retains the title to all goods supplied and rights obtained from third parties until such time as it receives full payment for the final total amount invoiced.
- e) The Company produces its final invoice as soon as reasonably practical after the provision of the service (usually seven days after the funeral). This details all applicable charges and disbursements (except those payable by a pre-payment fund) and records any payments already received. The balance shown is due for payment within 30 days of the funeral date.
- f) There is no surcharge for payment by Credit Card, however, American Express Cards and Reward Credit Cards are not accepted.

16. Overdue accounts.

Payment is due in accordance with the Company payment terms. In the event that these terms are not met and an amount is still outstanding 30 days after the date of the funeral, the Company will:

- a) Add 3% over base rate to the outstanding balance and add a further 3% to any outstanding balance each calendar month thereafter.
- b) Hand the account to a collection agency or solicitor if, at its absolute discretion, it feels that this is necessary and add all charges and fees to the outstanding balance.
- c) Prepare the matter for court when, at its absolute discretion, it feels that this is necessary and add all legal fees, court fees and associated charges to the outstanding balance.

17. Liability

Nothing in these Terms shall exclude or limit our liability for death, personal injury, or any losses incurred by the client which have been caused as a result of our negligence, breach of contract or otherwise.

You will be liable to us for any losses we incur due to you not complying with these terms. For example, we will 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 need to instruct debt collection agents, we will seek to recover from you any fees we incur. Further details regarding these fees are available on request. If we have to take legal action to recover our losses, we will also seek to claim our legal costs for doing so.

18. Severability.

The clauses and paragraphs of these terms and conditions are intended to be read and construed independent of each other. If any term, covenant, condition or provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is intended that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of terms and conditions will in no way be affected, impaired or invalidated as a result.

19. Standards of service

The Society of Allied & Independent Funeral Directors (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 provide to you, please raise them in the first instance with our designated senior person. If we are unable to resolve the problem to your satisfaction, SAIF provides a dispute resolution service which you can use as an alternative to legal action.

You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or by email to standards@saif.org.uk or by visiting the SAIF website <https://saif.org.uk/about-saif/complaints/>.

20. Events outside our control

We cannot be responsible for the performance of any third parties whose services do not form part of our contract with you. These may include, but are not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

Neither party shall be liable for any delay in performing, or non-performance of its obligations under the contract if such delay or non-performance is caused by circumstances beyond the reasonable control of either party. Examples of such circumstances include acts of God, war, riots, a need to comply with any law or government order, disease, fire, or extreme adverse weather conditions.

Where it is known that an arrangement will not be met, we will attempt to contact you in advance, and advise you of alternative arrangements.

Where we have been instructed by emergency services to collect the deceased, we will seek to recover our costs from such emergency services.

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21. Additional Legal Requirements

No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.

Any clothing/effects, or inappropriate items found in the coffin during our final closing down procedure will be available for collection up to 7 days following the date of the funeral. Unclaimed items will be discreetly disposed of after this period unless otherwise agreed.

Instructions regarding cremated remains are to be issued by the cremation applicant.

We will update our website with the details of your funeral services. You will be asked your preferences for the information to be displayed.

Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability which will be advised within the offer. Offers may be amended or withdrawn without notice.

If you have the right to cancel your contract (see Term 5), and wish to use the form below to do so, it must be completed and returned to us within 14 days of the date the contract was entered into.

April 2024

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To (insert funeral director's name, address and email address):

I/We (*) hereby give notice that I/We (*) cancel my/our contract for supply of the following service,
Ordered on (*)/received on (*),

Name of customer(s),

Address of customer(s),

Signature of customer(s) (only if this form is notified on paper),

_____ Date _____

_____ Date _____

This form must be completed and signed by the customer if services are to commence within 14 days of entering into a contract with the funeral director.

Name of Funeral Director _____

Address of Funeral Director _____

Name of Client _____

Address of Client _____

I _____ give my express permission that provision of the funeral director's services will commence immediately on [insert date when contract will start].

I acknowledge that I am entitled to cancel within 14 days of entering into a contract with the funeral director, but if I do so I must pay for any work / services that have been provided up until the day on which I cancel.

I also acknowledge that once the contract has been performed in full, I no longer have any right to cancel and must pay in full the services provided.

Signed _____

Name (in block letters) _____ Date _____