

These Terms and Conditions are the terms for the provision of services by BODMIN FUNERAL SERVICES. Established in 1993 by Angus and Paula MacKinnon who have a combined experience of over 70 years in the funeral profession. **"Pride makes us do things well but it is love that makes us seek perfection"**

1. Payment Arrangements

1.1 The funeral account is due for payment within thirty days of our account, unless otherwise agreed by us in writing. If you fail to pay us in full on the due date we may charge you interest:

1.1.1. at a rate of 4% above our bank's base rate from time to time in force:

1.1.2. calculated (on a daily basis) from the date of our account until payment:

1.1.3. compounded on the first day of each month: and

1.1.4. before and after any judgement (unless a Court orders otherwise).

1.2 We may recover (under clause 2) the cost of taking legal action to make you pay.

2. Indemnity.

2.1 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 costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms.

2.2 This means that you are liable to us for losses we incur because you do not comply 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 instruct debt collection agents we may also recover the fees we incur from you. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

3. Estimates and Expenses

3.1 Our estimate is an indication of the charges likely to be incurred on the basis of 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.

3.2 Disbursements (payments to third parties) are required to be paid prior to the funeral by way of a deposit. Any additional third party costs which cannot be calculated in advance shall be added to the final account

3.3 If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

4. Our Liability

4.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

4.2 The Company does not accept responsibility for loss of or damage to any valuables or items on display for private viewing which will be entirely at the clients risk and are not insured by the Company.

4.3 The Company does not accept responsibility for any loss of or damage to any cremated remains which will be held entirely at the clients risk and are not insured by the Company

4.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

4.5 Furthermore, nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

5. Events Outside of Our Control (Force Majeure)

5.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

6. Termination.

6.1 We reserve the right to terminate our services if you fail to honour your obligations under these Terms. We are under no obligation to accept your termination until we receive your instruction in writing.

6.2 If you terminate your instructions or if we decide to terminate our services you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay for any goods and services we have already provided.

6.3 We may cancel the Contract in writing at any time before we begin providing the Services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control continues for more than 14 days (please see Clause 5 for events outside of our control).

7. Cooling off Period:

7.1 If you are a Consumer in the United Kingdom you have a legal right to a “cooling off” period within which you can cancel the services for any reason within 14 days of the day the Contract was formed.

7.2 If you wish for us to begin work within the 14 day cooling off period, you will need to make an express request for us to do so, in which case you will waive your right to cancel within this period.

7.3 Please note that you will lose your legal right to cancel under this clause 7 if:

7.4 The Services have already been completed within the first 14 days which you expressly agreed to.

7.5 Should you choose to cancel the Contract outside of the cooling off period or having given your written authority to commence work during the cooling off period, you will be charged for any Services already provided and/or Disbursements incurred.

8. Conduct

8.1 If, however, 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 on 01208 78300

8.2 All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. 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 or time specified. Where this is the case, we will attempt to contact you in advance, using the details held, and advise you of alternative arrangements.

9. Data Protection

9.1 The personal data provided by you is controlled by Bodmin Funeral Services, Old Wall Lodge, 1 Castle Canyke Road, Bodmin PL31 1DU.

9.2 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2016 (“GDPR”) and Data Protection Act 2018.

9.3 We may use your personal information to provide our Services to you and process your payment for the Services.

9.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

10. Other Important Terms

10.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (for example, if we sell our business). Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

10.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.

10.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

10.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

10.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

11. Governing Law and Jurisdiction

11.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

11.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.