

## **SOMERS & CURRID TERMS & DISCLOSURE OF INTERESTS**

### **1. Estimates and Expenses**

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 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.

We may not know the amount of third party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of the charge will be detailed and shown in the final account. If you amend your instructions, we will require your written confirmation of the charges. We may need to make an extra charge in accordance with prices published in our current price list.

We will add VAT to our charges where applicable, and at a rate applicable when we prepare the invoice.

### **2. Payment Arrangements**

Our Low Cost Direct and Basic service requires Full Payment prior to funeral. We do not expect any deposit for our Traditional Funeral service, but will accept one if offered. The funeral account is due for payment within fourteen days of our account, unless otherwise agreed by us in writing. Payments can be made by BACS, cash or cheque (card payments not available).

If you fail to pay us in full on the due date we may charge you interest:

- (a) at a rate of 4% above our bank's base rate.
- (b) calculated (on a daily basis) from the date of our account until payment:
- (c) compounded on the first day of each month: and before and after any judgement (unless a Court orders otherwise).

We may recover (under clause 3) the cost of taking legal action to make you pay.

### **3. Indemnity**

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.

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.

### **4. Data Protection**

Words shown in italics are defined in the Data Protection Act 1999 ("the Act").

We respect the confidential nature of the information given to us and where you provide us with *personal data* ("data"), we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Act you have a right to know what data we hold on you and you

can, by applying to us in writing and paying a fee, receive copies of that data.

### **5. Cooling – off Period**

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 may give you the right to terminate this agreement in the cooling – off period of 14 days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling – off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling – off period, you will be required to pay a reasonable amount for goods and services already supplied.

### **6. Termination**

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 instructions in writing. 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.

### **7. Conduct**

Our Code of Practice requires that we provide a high quality of service in all aspects. 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. If that does not resolve the problem to your satisfaction then please contact the Independent Consumer Arbitration Service at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB.

### **8. Agreement**

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- (a) made (or recorded) in writing
- (b) signed by one of our directors; and expressly stating an intention to vary these terms.

Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client.

If any of these terms are unenforceable as drafted:

- (a) it will not affect the enforceability of any other of these terms; and
- (b) if it would be enforceable if amended, it will be treated as so amended.

Nothing in these terms restricts or limits our liability for death or personal injury.

Scottish law is applicable to any contract made under these terms.

### **9. Disclosure of Interests**

*The ownership of Somers & Currid, registered in Scotland - Number: 342126 is George Currid & Steven Sim.*

*There is no business or material interest in a price comparison website.*

*There has been no material charitable donation to a third party. There has been no charitable contribution or payment of gratuity to a third party.*

*There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to Somers & Currid.*

