STATUS FUNERALS
International

Terms Of Business

These are our Terms of Business for Status Funerals Ltd a company incorporated in *England and Wales* with company number 15642340 having its registered address at 86-90 Paul Street London EC2A 4NE.

1 Estimates and Expenses

An estimate is an indication of the charges likely to be incurred based on the information and details we know at the time of the estimation. We strive to ensure the accuracy of the estimate at all times, the charges are liable to alteration particularly when third parties change their rates or charges for services provided.

We may not know the exact amounts of third-party charges in advance of the funeral, however we will provide you with an accurate estimation of such charges on the written estimate. The total amount of the charges will be determined and shown in the final account.

If you change your instructions, we will require your written confirmation of the changes. There may be extra charges in accordance with prices published in our current price list.

VAT will be added to our charges where this is applicable, and at the rate applicable when we prepare and produce the invoice.

2. Payment Arrangements

The account final balance is due for payment within 48 hours of the funeral taking place, unless otherwise agreed by us in writing and terms agreed upon.

The final account will be sent or given to you either at the time of arrangement or 72 hours before the funeral date.

If you fail to pay us in full on the due date, you maybe charge you interest;

– at a rate of 4% above our Bank's base rate published at that time

– calculated (on a monthly basis) from the date of our account until to final payment is made

– compounded on the first day of each month; and

– before and after any judgment (unless a court orders otherwise).

We may recover (under clause 3) the cost of taking legal action and recovery cost to ensure payment is made by you

3. Indemnity

You are obliged to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs, as well as 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 rendered liable to us for all losses we incur because you do not comply with these terms, for example we may charge you an administration fee where 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 upon 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 pay our legal expenses.

4. Data Protection

Words shown in italics are defined in the General Data Protection Regulations 2018 ("the Regulations").

We respect the confidentiality and nature of the information you have provided us with, where you provide us with personal data (“data”) we will ensure that the data will be held securely in accordance with GDPR regulations, in confidence and processed for the purpose of carrying out our services unless you give us your full permission for use in our marketing or other media platforms. 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. We will never pass your details to third parties for marketing purposes whatsoever.

Under the Regulations you have the right to know what data we hold and how this data is stored and used. You have the right to apply to us requesting this information on you, and you can, by applying to us to in writing, to receive copies of the data we store on you. When, you sign the acceptance, you are granting us permission to keep your information on record.

5. Cooling-Off Period

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you require the information 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. If 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 by ourselves.

6. Termination

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions with us.

If we or you terminate your instructions you may, depending upon the reasons for terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7. Conduct

All dates and times provided on your estimate cannot be guaranteed until final arrangements are completed and confirmed. Although we strive to provide a prompt and efficient service for you, there may be instances where, due to circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. If this is the case, we will attempt to contact you in advance, and advise and offer you of alternative arrangements.

8. Agreement

Your continuing instructions will contribute to your continuing acceptance of these Terms of Business.

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:

– it will not affect the enforceability of any other of these Terms; and

– 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. This agreement is subject to *English and Wales Law*. If you decide to commence legal action, you may do so, in any appropriate *English and Walsh court.*

Terms

1. If the settlement of the account is being made by a solicitor or other advisor, please inform us.
2. The payment of our account is required within 48 hours of the date of Funeral/Service.
3. Unless otherwise agreed prior to the due date, interest may be charged on overdue accounts at 4% per month. You may also be liable for recovery costs and fees of the outstanding amount.
4. We accept and receive payment on major Debit, Credit Cards, and banks as well as direct bank transfer from leading providers and financial institutions. Should you require verification on these methods of payment, please contact us.
5. If you are experiencing financial difficulties settling your account and or invoice, we may be able to offer a Mutual Repayment Agreement, this would be at our sole discretion – Status Funerals Ltd, for information please contact us on 07398 731 101 at your earliest convenience should you find yourself in this position.

Please note:

The disbursements we pay on your behalf, are outside our control and may be subject to variation with or without notice.