

Terms and Conditions

As with any business, we have our Terms and Conditions; this sets out the legal basis of our relationship and along with our Code of Practice are there to protect everyone concerned. These arrangements can only be changed if authorised by a Director of the company in writing. The Terms and Conditions are as follows:-

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. Interpretation and basis of the contract

1.1 In these conditions:

Deceased: means the body of the Deceased.

Director: means a member of the board of directors of G. Holland & Son (Funeral Directors) Ltd.

Charges: means the estimated contract price with G. Holland & Son shall from time to time levy the client.

Client: means any person engaging G. Holland & Son on the terms in this Contract and includes, unless the context otherwise indicates, that person's principals, agents, employees and sub-contractors.

Collection Point: means the place notified to G. Holland & Son as the place from which the Deceased is to be collected.

Contract: means the contract between the Client and G. Holland & Son.

Destination: means the place to which the Client has requested G. Holland & Son to carry the Deceased to include (for the avoidance of doubt) any church, mortuary, crematorium, hospital, burial ground or other place where the Deceased is to be handed over or buried.

In Transit: means the time beginning with collection of the Deceased from the Collection point and ending with delivery of the Deceased at the Destination.

Hollands: means G. Holland & Son (Funeral Directors) Limited (registered number (2544733) whose registered office is at 58-62 Vestry Road, Street, Somerset, BA16 0HX trading as G. Holland & Son (Funeral Directors) Ltd.

1.2 This Contract shall be entered into between Hollands and the Client by the Client requesting, whether verbally or in writing (electronic or paper based). That Hollands perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the terms of this Contract shall be effective. These conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Director of Hollands. No verbal warranties, representations, agreements or assurances will bind Hollands, other than where provided for in this Contract or by law.

1.3 Subject to the terms of this Contract and in consideration of the payment of Hollands Charges and of any other monies which may become due under this Contract.

Hollands shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its reasonable endeavours to deliver the Deceased to the Destination at the time requested by the Client. Hollands shall use all reasonable skill and care when performing its obligations under the Contract.

1.4 In these conditions except where the context otherwise required, the singular shall include the plural and vice versa; any gender include all genders; words denoting persons including bodies corporate and unincorporated associations and partnerships and vice versa.

2. Control of Procedure

2.1 Hollands shall have absolute discretion as to the means, route and procedure to be followed in the handling and carriage of the Deceased while in transit.

3. Hollands Charges

3.1 Hollands Charges are in respect of its services as funeral undertakers only and the Client acknowledges that all other necessary arrangements with third parties (such as with Ministers, Cemeteries, Crematoria and Newspapers) will be made by Hollands acting exclusively as agent for the Client. The Client acknowledges that he/she shall be responsible for any third party charges. Hollands undertakes to disburse third party charges on behalf of the Client and will recover this disbursement from the Client. All disbursements made by Hollands on behalf of the Client will be shown on Hollands invoice at the third party's normal rate.

3.2 Hollands Charges are payable by the Client without any right of set off within 30 (thirty) days after receipt of Hollands invoice.

3.3 Hollands are entitled to charge interest at the rate of 5% per month on unpaid invoices 30 days from the date on which they became due and continuing both after and before any judgement.

3.4 In addition to the above, Hollands may pass on to the client the cost of any third party charges or fees (such as but not limited to Court and solicitor's fees) that it has incurred in the collection of a debt.

4. Limitation of Liability

4.1 The Deceased together with any jewellery or personal effects forming part of the Deceased's estate shall be carried at the Client's sole risk in all respects, subject to clause 4.6.

4.2 Subject to the limits on its liability in clauses 4.3, 4.4 and 4.6, Hollands shall only be liable to the Client where it causes by its negligence or wilful misconduct delay in the delivery of the Deceased to the Destination.

4.3 Hollands shall not be liable to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond Hollands reasonable control.

The following events shall be regarded as examples of causes

beyond Hollands reasonable control but shall not act to limit the general nature of this clause: - Act of God, explosion, flood, tempest, fire, accident, civil disturbance, Acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

4.4 Hollands shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

4.5 Subject as expressly provided in this Contract and except where the supply of the service is to a person dealing as a consumer (within the meaning of the Unfair Contract terms Act 1977), all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.6 The maximum aggregate liability of Hollands to the Client, for any sentimental or direct loss arising out of one or a series of linked events or omissions; and more specifically the loss theft or destruction of any of the jewellery or personal effects forming part of the Deceased's estate shall be limited to the value of Hollands Charges.

5. Client's Warranties and Indemnities

5.1 The Client warrants the accuracy of all descriptions, addresses and other particulars furnished to Hollands and the Client undertakes to indemnify Hollands against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Client.

5.2 The Client undertakes to indemnify Hollands against the claims of any third party which may arise out of the loss damage or distribution of any of the jewellery or personal effects forming part of the Deceased's estate.

6. Collection of Ashes

6.1 The Client undertakes to arrange for the collection of the ashes of the Deceased within 1095 days following cremation of the Deceased.

6.2 In the event that the ashes have not been collected within the time referred to in Clause 6.1 then the Client authorises Hollands to dispose of the ashes without any further notice to the Client.

6.3 The Client undertakes to indemnify Hollands against the claims of any third party which may arise out of the disposal of the ashes as contemplated in Clause 6.2.

6.4 No cremated remains will be released to the deceased family without ALL the disbursements paid in full to Holland's and at least 50% of the final account paid to Holland's.

6.5 Holland's will release cremated remains (Ashes) to any member of the deceased's family who settles the final account within the permitted amount of time agreed by both parties.

7. Insolvency of the deceased's Estate and Payment of Charges

7.1 In the event of the insolvency of the Deceased's estate the Client undertakes to bind himself/herself in his personal capacity as co-principal debtor in respect of any debt arising from this contract which may be due and owing by the Deceased's estate to Hollands.

8. Governing Law and Jurisdiction

8.1 The Contract shall be governed by the laws of England in every particular including formation and interpretation and shall be deemed to have been made in England.

8.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in Somerset, UK.

8.3 The submission of the parties to such jurisdiction shall not limit the right of Hollands to commence any proceedings arising out of the contract in any other jurisdiction it may consider appropriate.

9. Severability

9.1 Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.