

These are the terms and conditions (“Terms”) on which

DJ Bewley Funeral Directors LTD (“we”, “us”, or “our”) supply goods and/or services to you.

Important – please read

By entering into these Terms for the provision of services relating to burial or cremation, you confirm that:

- You are aged over 18 and have the authority to make arrangements for the cremation or burial of the person who has died;
- You are responsible for payment of the goods/services purchased from us; and
- Where engaging us for our services relating to burial or cremation, you are not aware of any disagreement relating to the service being provided for the person who has died.

If there is any claim made against us as a result of you not having authority to enter into this agreement and/or the service being provided you agree to repay us in full for any losses, damages or costs and expenses that we suffer as a result. Any such payment will be within 30 days of our request.

1 Who we are

1.1 We are DJ Bewley Funeral Directors LTD, independent funeral directors and we provide a range of professional funeral services and related goods. We are registered in England and Wales under company number 04345615 and our registered office is at 15 Bank Street, Melksham, Wiltshire, SN12 6LE.

1.2 You can contact us by telephoning our customer service team on 01225 702521 or by writing to us at contact@djbewley.com or the address above. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. When we use the words “writing” or “written” in these Terms, this includes emails. Please read these Terms carefully before you place your order with us. These Terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

2 Our contract with you

2.1 In order to facilitate necessary, immediate and sensitive tasks such as the removal of remains from a place of death from a home address / care home we will accept verbal instructions to carry out activities, at which point a contract will come into existence between you and us. We will where possible detail in writing all aspects of any order and further detail any subsequent changes to your order. You accept that we may incur costs in providing services to you before the contract commences and you further agree that if you subsequently decide not to proceed we may charge you our reasonable costs for those services. Our acceptance of your

order will take place when we tell you that we are able to provide you with our goods or services.

2.2 For all services and goods we provide to you, such as removal of the deceased from a home address / care home our acceptance of your order will take place when we write to you to accept it or confirm this over the phone with you, at which point a contract will come into existence between you and us.

2.3 For all services and goods we provide to you, such as removal of deceased from a public mortuary, we only accept this request once a release note has been duly signed, and our upfront fees have been paid in advance.

2.4 If we are unable to accept part or all of your order, we will inform you of this in writing and will not charge you for the goods or services. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or services, or because we are unable to meet a deadline you have specified.

2.5 We reserve the right at our sole discretion to change certain aspects of the services we provide or to refuse to take or carry out instructions from you or change certain aspects of the services we provide when necessary to ensure we are not in contravention of any law or regulations or our health and safety policies and procedures, including in relation to any COVID-19 restrictions.

3 Our goods and services

3.1 We will provide the goods and/or services to you set out in your order.

3.2 The goods we provide to you will:

- 3.2.1 correspond to the description and any specification you agree with us (see clause 12 below); and
- 3.2.2 be of satisfactory quality and fit for any purpose which we inform you of or that you make known to us.

3.3 We will deliver the services to you with reasonable care and skill.

4 Your right to make changes

4.1 If you wish to make a change to the goods or services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods and/or services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8.2).

5 Our rights to make changes

5.1 We may make minor changes to the goods or services to reflect changes in relevant laws and regulatory requirements. For example, at certain times viewings of the deceased may not be possible due to contamination risks or churchyard regulations may not permit certain types of headstone.

5.2 If we have to make any other changes to these Terms or the goods or services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods or services paid for but not received.

6 Providing the goods and services

6.1 If there is any cost of delivery of any goods we will inform you of the cost over the telephone or in writing. If purchasing via our website, the cost of delivery and delivery arrangements are stipulated at the checkout stage.

6.2 During the order process we will agree with you the estimated delivery date for the delivery of any goods and the provision of any services.

6.3 You will own the goods, and the goods will be your responsibility, from the time we deliver the goods to the location specified for delivery.

6.4 We may need certain information from you so that we can supply the goods and/or services to you, for example, your address and access to the property, grave number and in the case of a memorial, permission from the church or cemetery authority. If so, this will have been explained to you and we will contact you to ask for this information. You warrant that any information provided to us is accurate and correct to the best of your knowledge.

6.5 If you do not give us any information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it or where information provided is inaccurate or incorrect.

6.6 You agree to cooperate with us in all matters relating to our provision of goods and/or services to you.

7 Price and payment

7.1 The price of the goods or services (which includes VAT) will be the price as told to you at the time you place an order with us. We use our best efforts to ensure that the price of the goods or services advised to you are correct. However please see clause 7.4 for what happens if we discover an error in the price of the goods or services you order.

7.2 In some circumstances we will require a deposit to be paid upfront and we will communicate the amount and the due date in advance. Any deposit must be paid on

or before the due date ahead of a funeral date or memorial fixing is due to take place. Where payment is not paid when due, we reserve the right, at our sole discretion, to postpone the funeral or continuation of any memorial work until the deposit is paid in full.

7.3 You agree that you are responsible for paying us the full price of the goods or services when such payment falls due, before, and irrespective of the receipt of any sums due from any third party, including but not limited to any government contribution.

7.4 It is always possible that, despite our best efforts, some of the goods or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the goods and/or services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the goods and/or services at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

7.5 Unless otherwise specified, you must pay for the goods and/or services within 28 days of us providing you with a valid invoice.

7.6 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.7 If you think an invoice is wrong please contact us within 14 days to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7.8 We may also charge you for any reasonable costs and expenses incurred by us as a result of your failure to pay amounts as they fall due.

8 Your right to cancel

8.1 For most goods or services bought over the telephone, by exchange of emails or away from our premises, you have a legal right to change your mind within the relevant cancellation period and receive a refund as follows:

- 8.1.1 Cancelling an order for goods. For goods you have bought from us you have the right to change your mind and cancel within 14 days after the day you (or someone you nominate) receives the goods. You do not have the right to cancel if you change your mind in respect of goods that are made to your specification and/or clearly personalised to the deceased, including but not limited to, coffins, obituaries, jewellery, memorial items, floral tributes and engraved memorials. This is because we would be unable to re-use these

goods for another client if you cancelled and therefore unfortunately, we cannot accept cancellations of such goods.

- 8.1.2 Cancelling an order for services. For services you have ordered from us you have the right to change your mind and cancel within 14 days after the day on which we accept your order. By signing our order form you expressly request that we commence the services within the 14 day cancellation period provided by the Consumer Contracts Regulations 2013. You acknowledge that if the services are fully performed within the 14 days cancellation period, you will lose the right to change your mind and cancel the services under the Consumer Contracts Regulations 2013. If you cancel after we have started the services but before the services are completed then you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.2 To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email). Our contact details are at the top of these Terms.

8.3 If you are exercising your right to change your mind in respect of goods which were delivered and the goods are suitable for posting you must pay for the cost of return.

8.4 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 8.4.1 to 8.4.4 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided. The reasons are:

- 8.4.1 we have told you about an upcoming change to the goods or services or these Terms which you do not agree to (see clause 5.2);
- 8.4.2 we have told you about an error in the price or description of the goods or services you have ordered and you do not wish to proceed;
- 8.4.3 there is a risk that supply of the goods or services may be significantly delayed because of events outside our control; or
- 8.4.4 you have a legal right to end the contract because of something we have done wrong.

9 Our right to end the contract

9.1 We may end the contract for goods or services at any time by writing to you if:

- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- 9.1.2 we find out that your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you;
- 9.1.3 you do not, within a reasonable time, allow us to deliver the goods ordered to you or collect them from us;
- 9.1.4 you do not, within a reasonable time, allow us the required access to supply the services;
- 9.1.5 you commit any material breach of these terms and conditions; or

- 9.1.6 you behave or act in a way that, in our sole discretion, we consider it not possible to continue our contract with you.

10 Our responsibility for loss or damage suffered by you

10.1 Except as provided in clauses 10.2 and clause 10.3, our liability for any loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable care and skill is limited to the total contract price due by you to us. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

10.2 We shall not be liable for any loss or damage to your property or that of any other person unless caused by our negligent action or breach of the contract by us.

10.3 We shall not be liable for the actions or poor performance of any services not directly carried out by us (for example a funeral officiant or soloist), or any goods or services outside the scope of our contract with you.

10.4 We shall not be responsible for nor shall we be required to respond to or act upon any comments made by yourselves or any third party on social media or other digital platforms in relation to us or our goods and services.

10.5 Nothing in these Terms shall operate so as to exclude, limit or restrict our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any other liability the exclusion or limitation of which is not permitted by English law.

11 Delaying events

11.1 We will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, epidemic, pandemic (including for the avoidance of doubt COVID-19) or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a "Delaying Event") affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract between us, nor will you be entitled to claim for any loss or damage howsoever arising as a result of a Delaying Event, but you may end the contract as described in clause 8.4.

12 Goods and services specification

12.1 The images of the goods we share are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture accurately reflects the colour of the goods. For example, where goods are made of naturally occurring material and/or quarried stone, we are unable to guarantee that such material will match the exact colour or appearance of the image shared as natural variations in tone and texture, including natural blemishes, may occur. Your goods may vary slightly from those images.

12.2 If we are making the goods to measurements and/or providing the services to the specification that you have given us or using items you have supplied to us supplied by a third party, you are responsible for ensuring that these measurements and/or specifications are correct and fit for purpose. You can obtain information and tips on how to measure or provide the specification by contacting us.

13 The deceased

13.1 We make reasonable and proper efforts to care for the deceased's body and may carry out recognised embalming procedures in order to keep the deceased's body in a viewable state.

13.2 Viewing of a deceased is your personal choice and we hold no responsibility to any distress caused by this activity. We reserve the right to refuse any person to allow viewing of the deceased at our property at any time including, but without limitation, if the deceased suffered from an infectious disease or where you have asked for the coffin to be closed.

13.3 Unless arising from a negligent action or breach of the contract by us, and we shall not be liable for:

- 13.3.1 loss of any jewellery, clothing or personal effects of the deceased or such items or belonging left with the deceased but belonging to any other person. We strongly recommend that no valuable or sentimental items are left on or with the deceased; and
- 13.3.2 the extent and presentation of any pre-mortem injuries, any damage to the body of the deceased which is sustained before the deceased is under our full control, including the ongoing natural deterioration of the body from the time of death.

13.4 We reserve the right to determine whether we can safely bear the weight of a coffin or whether we need to use a trolley device. Where possible we will advise you in advance of the funeral should we need to use a wheeled trolley device to bear the coffin for safety reasons, but there may be circumstances where we are unable to inform you of this in advance.

14 Cremations

14.1 If the deceased is to be cremated we will agree with you which crematoria will perform this service. On occasion, it may be necessary for us to change the location at which the deceased is cremated, for example, due to unforeseen temporary closure of a particular crematorium. In this event, we will inform you in advance of the change.

14.2 If requested by you as part of your order, we will collect the ashes of the deceased following cremation and store these for a reasonable period until you are able to collect them. We will store the ashes without charge for 3 months from the date we collect the ashes from the crematorium. We may store the ashes for a longer period where the deceased's ashes are to be buried with another in the future. If you have not collected the ashes during this time we will write to you using

recorded delivery to advise you that the ashes require collection. We shall write to you three times in total after which a charge will be implemented of £50 plus VAT per month. If we do not receive a response from you within 14 days of our final letter we will write to you to advise that we will be scattering the deceased's ashes in a garden of remembrance, and we will notify you of the time and location for the scattering.

15 Memorials

15.1 If as part of your order you ask us to provide a memorial we will discuss with you, either in person, over the telephone or in writing, the layout of the lettering and the wording of any inscription to be inscribed on the memorial. Following this, we will provide you with a proof inscription layout ("Memorial Proof") for you to review. You should check the Memorial Proof carefully and confirm acceptance to us. We shall not be liable for any errors in the inscription where the inscription conforms to the accepted Memorial Proof.

15.2 Any alterations required to a memorial, other than due to a mistake by us, may give rise to an additional charge which shall be a reasonable amount to reflect the additional work that we have had to undertake.

15.3 In the event that, for any reason, the memorial needs to stay in storage for a period of time, we reserve the right to dispose of the memorial after the memorial has remained in storage for more than 4 years and no agreement is reached relating to the disposal, re-fixing, collection or otherwise of the memorial.

15.4 We guarantee:

- 15.4.1 the gilding and/or paint finish of any lettering on the memorial from fading, flaking, lifting for a period of three years from the date of erecting the memorial at the location advised by you ("Fixing"). This guarantee is conditional upon no modification having been made to the memorial, no cleaning agents or abrasive surfaces having been employed on the memorial and no damage having occurred to the surface of the memorial; and
- 15.4.2 the integrity of all joints for a period of ten years from the date of Fixing. This includes the integrity of the foundation, the joints between headstone and base and does not cover joints disrupted by memorial safety testing where the memorial has failed an accepted quantitative test. It should be noted that some joints are designed to 'give' under these circumstances especially where the memorial may be fixed in the knowledge that it will need to be removed for an added inscription in the future. Bolt fixings will not be affected by this exclusion.

15.5 While we use reasonable care when erecting memorials, we shall not be liable to you or any other person for any damage to any item placed on a grave, including planting and vases at the time of erecting or refixing a memorial.

15.6 We shall not be liable for any damage to a memorial once erected, however, caused, including, but without limitation, damage caused from the sinking of the grave and/or flooding or collapse of the grave at any time, save only that we shall,

within 6 months of the installation take reasonable steps to realign a memorial where the memorial becomes misaligned by earth settlement.

16 Obituaries

16.1 We will discuss with you, either in person, over the telephone or in writing the layout and wording of an obituary which you ask us to place in a publication on your behalf. We will provide you with a proof obituary layout ("Obituary Proof") for you to review. You should check the Obituary Proof carefully and confirm acceptance of it. We shall not be liable for any errors in the spelling or wording of the obituary where the obituary conforms to the accepted Obituary Proof.

16.2 We accept no liability for a third party's failure to publish an obituary or for any misspelling or inaccuracy in any obituary notice where the variation from the Obituary Proof is the fault of a third party.

17 Memory Giving

17.1 In the event that you opt to use Memory Giving in relation to any memorable donations for the deceased, Memory Giving are entitled to a 5% commission for this service which will be deducted from your donation. For more details and terms and conditions please visit <https://www.memorygiving.com/terms-conditions.aspx>

18 How we may use your personal information

18.1 We will use the personal information you provide to us:

- 18.1.1 to supply the goods and/or services to you;
- 18.1.2 to process your payment for the goods and/or services; and
- 18.1.3 if you agreed to this during the order process, to give you information about similar goods and/or services that we provide, but you may stop receiving this at any time by contacting us.

18.2 For further information on our use of your personal information please see our Privacy Policy on our website.

19 Additional terms – Funeral Directors

This clause 20 only applies where DJ Bewley Funeral Directors LTD enters into a contract with another funeral director.

19.1 In the event we are instructed to temporarily hold a body by another funeral director, you, as the funeral director agree:

- 19.1.1 to provide us with all information and materials as we may reasonably require in order to supply the services;
- 19.1.2 to co-operate with us in all matters relating to the services;
- 19.1.3 to comply with our health and safety policies and procedures in place, copies of which shall be provided on request;

- 19.1.4 to pay any invoice we submit to you in full before the body is retrieved. We reserve the right to withhold access to our body storage facility until we are reimbursed in full for our services; and
- 19.1.5 to process all personal data in accordance with UK Data Protection laws.

20 General

20.1 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

20.2 Where the order is placed by two or more people, each of you will be jointly and severally liable for compliance with the obligations under these Terms (this means that we are entitled to enforce our rights against one, some or all of you as we consider appropriate in the circumstances).

20.3 If a court finds part of any provision in these Terms illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.4 Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods and/or services, we can still require you to make the payment at a later date.

20.5 These Terms constitute the entire understanding between us in relation to our contract with you and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us.

20.6 These Terms are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.

20.7 If you wish to make a formal complaint then please do so in writing to contact@dibewley.com. We will acknowledge your complaint and outline next steps. If you are not happy with how we have handled any complaint, you may want to contact our recognised trade bodies to act as an alternative dispute resolution provider. Please do contact us in the first instance.