

## Full Terms Of Business (Terms and Conditions)

Omega Funerals Ltd is company incorporated in England with company number 11585649 having its registered address at 382 Hamstead Road, Great Barr, Birmingham, B43 5EH

We are a member of The Society of Allied & Independent Funeral Directors (the "SAIF"), a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, and subscribe to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

For the purpose of these terms:

**"you"** or **"your"** means the person engaging the services; and **"services"** means funeral arrangement, support and advice services provided by us.

These terms and conditions are the legal basis upon which we will provide our services to you and will apply to the arrangement of the funeral by us. On acceptance of your instructions, you and us will be legally bound under these terms. Our acceptance of your instructions will take place when we tell you we are able to offer to provide the funeral. This contract is between you and us, no other party has rights to enforce any of its terms; unless you explicitly state otherwise and authorise another person(s) to act on your behalf. We have no way of identifying who has the legal right to arrange a funeral, so we will liaise with you as the person who has the authority to arrange the funeral by virtue of being the next of kin, an executor of the deceased's estate or acting on the behalf of the aforementioned parties.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the **"Terms or contract"**) and you acknowledge you have read, understood and agree to be bound by these Terms.

If we cannot accept your instructions we will inform you of this. This might be because aspects of the funeral you require are not available or because of unexpected limits on our resources, or because we have identified a mistake in the price or description of your funeral and rectification of this is not acceptable to you.

This document tells you who we are, describes our services to you, and how changes or cancellation of the Terms may occur should your plans change. It contains what you can do if there is a problem and other important information. If you are not sure about anything, phone us on 0121 517 0181, email us at [info@omegafunerals.co.uk](mailto:info@omegafunerals.co.uk), or write to us at Omega Funerals Ltd, 382 Hamstead Road, Birmingham, B43 5EH.

## 1. **Arranging the funeral**

1.1 We will arrange the funeral to take place on the funeral date at the time as agreed by us or you.

1.2 We will provide the goods and services as set out on our estimate (can also be referred to as the quote or quote form) and they will be of satisfactory quality. We will advise if you we cannot provide any of the goods or services.

1.3 If you have agreed to the deceased being embalmed, you acknowledge that embalming is a medical procedure in which incisions/cuts are made to the deceased's body, in order to drain the blood from the body and replace it with embalming fluid to preserve the body and destroy bacteria. Results may be adversely impacted by a number of factors, including but not limited to, the conditions under which the death occurred; time lapse between death and the onset of the embalming procedure; physical conditions at the time of death; medications; cause of death; and post-mortem (autopsy) examinations.

1.4 We reserve the right to refuse any person to view a deceased's body at our premises or a hired premise, including, but not limited to, if the deceased had an infectious disease; or you, the applicant, has expressed that you do not allow certain people to view the deceased either at the chapel of rest or due to a closed coffin/casket during the service.

(b) However, where we do allow viewing, any decision to view the deceased will be down to you or the persons viewing. The deceased will not always look as they did before they died, and we will always advise on their condition prior to the viewing. We are not liable if you are not happy with the way the deceased looks.

(c) If we have strongly advised that you do not view the deceased, but are adamant that you would like to, you will need to sign our 'Certificate of Indemnity for Viewing The Deceased'

1.5 The relevant persons wishing and deciding to dress the deceased are required to comply with any instructions from our staff. Other than personal injury or death arising from our negligence, we will have no liability in respect of any claim arising from any such person dressing the deceased and you agree to indemnify us against any such claim being brought.

1.6. The relevant persons wishing to carry the coffin will be required to comply with any instructions from our staff which will be intended to ensure the smooth running of the funeral and the safety of all concerned. Other than personal injury or death arising from our negligence, we will have no liability in respect of any mental or physical distress, injury, torment or any other claim arising from any such person bearing the coffin and you agree to indemnify us against any such claim being brought. Any persons bearing the coffin must fully understand the implications.

## **2. Estimates and Expenses**

2.1 The estimate we will provide sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, on the basis of the information and details provided by you 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 are involved and may change their rates or charges which is out with our control.

2.2 We may not know the total sum of third-party charges in advance of provision of the services; however, we will give you a best estimate of such charges prior to the provision of the services in the written estimate. The actual amount of the charges will be detailed and shown in the final invoice.

2.3 If you amend your instructions in terms of the services, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published in our current price list.

2.4 If, for reasons out of our reasonable control, we need to make significant changes to your funeral we will contact you immediately by phone or email in the first instance and tell you about them. We will take steps to minimise the delay, but we are not liable for delays caused by the event but if there is risk of substantial delay; you can then notify us to cancel the estimate provided you do so by close of business the day after we have confirmed the position to you in writing. If you cancel the contract you may be asked to pay the third party costs which have been paid or we are committed to pay (and for which, although we have tried, cannot obtain a refund or credit, as appropriate) plus a reasonable amount based upon the work carried out to date.

2.5 On occasion we may also charge you an administration fee. 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 invoice is overdue. If we instruct debt collection agents, we may also recover from you the fees we incur. Further details regarding these fees are available on request.

## **3. Payment Arrangements**

3.1 We will issue you with an invoice for payment in relation to any services provided or undertaken.

3.2 The payment of an invoice is due on the due date which is usually five working days before the funeral.

### **3.3 Alpha Unattended Cremation Funeral:**

No deposit is required, but payment is due in full before the funeral date.

### **3.4 Beta Attended Simple Funeral:**

A 5% deposit is required 5 working days after the collection your loved one, with the balance due five working days before the funeral or on the due date on the invoice. If you are applying to the DWP for a Funeral Expenses Payment we reserve the right to only confirm funeral services once payment from the DWP has been received.

### **3.5 Gamma Bespoke Funeral:**

A 5% deposit is required 5 working days after the collection your loved one, with the balance due five working days before the funeral or on the due date on the invoice. If you are applying to the DWP for a Funeral Expenses Payment we reserve the right to only confirm funeral services once payment from the DWP has been received

3.6 If you fail to pay in full on the due date for any of the services provided to you, we may charge you interest:

3.6.1 - at a rate of 2% per annum above the base rate of our bank

3.6.2 - calculated (on a daily basis) from the date of our invoice until payment;

3.6.3 - compounded on the first day of each month.

3.7 We may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums (unless a Court orders states otherwise).

## **4. Indemnity and Liability**

4.1 You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice.

4.2 We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising.

4.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

## 5. Data Protection

5.1 Words shown in italics are defined in the Data Protection Act 2018 (the "**Act**").

5.2 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 only for the purpose of carrying out the services.

5.3 In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly.

5.4 Further details regarding these third parties are available upon request

5.5 Under the Act you have the 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. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

## 6. Cooling-Off Period

6.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the "**Cooling-off Period**"). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must Omega Funerals Ltd, in writing at the time of your initial instruction.

6.2 In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

## 7. Termination

The services may be terminated before the services are delivered:

7.1.1 - by us if you fail to honour your obligations under these Terms; and

7.1.2 - by you communicating to us in writing, whether this be by text, email or post that you are terminating your instructions and engagement of the services.

7.2 You must tell Omega Funerals Ltd, in writing as soon as practicable of any termination.

7.3 If we or you terminate the services, you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

## **8. Standards of Service**

8.1 The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with your funeral arranger and we will try to resolve it. If they do not resolve it to your satisfaction, please ask to speak or send an email to their Manager or one of the Directors. You can email us at [info@omegafunerals.co.uk](mailto:info@omegafunerals.co.uk). If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action.

8.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to [standards@saif.org.uk](mailto:standards@saif.org.uk).

8.3 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. Therefore, we endeavour to meet all dates and times given however these cannot be guaranteed. Where it is known that an arrangement will not be met, we will attempt to contact you in advance, using the contact details we have for you, and advise you of alternative arrangements.

8.4 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Photographers, Videographers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

8.5 This includes non-liability for any errors that occur on any third parties premises or grounds that does not actively include any representatives of Omega Funerals Ltd.

## **8.6 Agreement**

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

8.8 If any of these Terms are unenforceable as drafted:-

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

8.8.2 - if it would be enforceable if amended, it will be treated as so amended.

8.9 The parties agree that these Terms along with estimates and invoices constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

8.10 Notwithstanding anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.

8.11 Our liability is excluded to the maximum extent permitted by law including any implied terms.

8.12 No variation of these Terms shall be valid or effective unless it is in writing (including email) and refers to these Terms.

8.13 These Terms are subject to English Law. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms you submit to the non-exclusive jurisdiction of the English Law courts.

8.14 If we delay in enforcing these terms, we can still enforce it later. For example, if you miss a payment and we do not chase you for it and we provide the funeral, we can still require you to make the payment at a later date.

## **9. Additional legal requirements**

9.1 Any inappropriate items found in a coffin or casket during our final closing down procedure will be discreetly disposed of.

9.2 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £40 per bearer will be charged.

9.3 If acquired, a loved one's items of jewellery and other valuables will be handed back to you, unless we are aware of there being an executor or executors of the

deceased's estate, in which case they will be returned to them. Any unclaimed items of clothing/effects will be discreetly disposed of after 30 days of date of death unless otherwise agreed.

9.4 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership. The identity of this person may or may not be you. In certain circumstances, we may be permitted to take your instructions into account and we will notify you of this. You may forfeit the right to instruct us in relation to disposal, for example, if there is an express wish set out in the deceased's will or, if, before disposal takes place, you die or you are sentenced to a custodial sentence. In any event, we will retain ashes for a maximum of three months, after which time we may arrange for their disposal or return them to you at our discretion. If there is a dispute among the persons connected with the deceased, we may not be able to solve it to your satisfaction as we are required to follow the law.

9.5 Offers. Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice.