

## 1. DEFINITION

1.1 When the following words with capital letters are used in these Terms, this is what it will mean:

- **Charges:** estimated Contract price.
- **Collection Point:** means the place from which the deceased will be collected.
- **Deceased:** means the body of the deceased.
- **Destination:** the place to which the client has requested TA Blair Funeral Directors Ltd carry the deceased to include any Church, mortuary, Crematorium, hospital, burial ground or other place where the deceased is to be handed over.
- **Force Majeure:** is defined in clause 6.3;
- **Funeral Plan Scheme:** an investment product enabling the Client to pre pay and/or pre-arrange a funeral for themselves or a loved one.
- **Funeral Plan Schedule:** the document setting out the details of the funeral.
- **In transit:** the time between collection of the deceased and reaching the destination.
- **Item:** a tangible item for sale by TA Blair, such as coffins, urns stands etc
- **Plan:** the plan you have agreed that is governed by these terms.
- **Terms:** the terms and conditions set out in this document.
- **TA Blair:** means TA Blair Funeral Directors Limited (SC 401529) of Burnside Street, Campbeltown, PA28 6JE.

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

1.3 Subject to the terms of this contract and in consideration of payment of TA Blair's charges and of any other monies which may become due under this Contract TA Blair 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 using its reasonable endeavours to deliver the Deceased to the Destination at the time requested by the Client. TA Blair shall use all reasonable skill and care 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; the words denoting persons including bodies corporate and unincorporated associations and partnerships and vice versa.

## 2. PROCEDURE

2.1 TA Blair shall retain full discretion as to the final route, means and procedure to be used when handling the Transit of the deceased.

## 3. CHARGES AND FINANCE OPTIONS

3.1 TA Blair's Charges are in respect of the services as funeral undertakers and the Client understands and accepts that all arrangements with third parties shall be made through TA Blair unless otherwise agreed between TA Blair and the Client. Payment for those third party arrangements shall be in addition to the Charges and payable by the Client.

3.2 Where the charges are payable on a plan which does not include finance, invoices are payable within 30 days of the date of the invoice and payment should be made without any deduction or set off.

3.3 In the event of overdue payments, TA Blair reserve the right to charge interest at the statutory rate of 8% above the base rate of the Royal Bank of Scotland where sums have been overdue for a period of 40 days or more, and continuing both before and after any judgment.

3.4 We may require part payment for services provided and outlays incurred in advance. All such payment request shall be at our discretion.

## 4. CANCELLATIONS AND RETURNS

4.1 Where the Client has purchased or ordered for purchase, a tangible item (such as coffins or urns), the Client may cancel such order within 14 days of the order being agreed and accepted by TA Blair.

4.2 Due to the likelihood of the item being purchased being custom made, TA Blair are unable to provide a full refund of the item, but shall offer a partial refund after 14 days. In the event that the item has not been custom made and is re-saleable, then a full refund shall be issued, within 28 days of request.

4.3 Faulty goods or those which are incorrect must be returned within a reasonable timeframe from time of purchase. A reasonable time shall be determined by how obvious the fault is amongst other things.

4.4 Refunds shall be made within 28 days from the date of receipt by TA Blair of the goods.

## 5. DELIVERY AND PACKAGING OF TANGIBLE ITEMS

- 5.1 Where the Client has ordered or purchased tangible items, TA Blair shall provide the Client with an estimated cost of delivery. These charges shall vary depending on the item size, weight, value and delivery destination.
- 5.2 In the event that delivery is unsuccessful by the courier and contact is not made within a reasonable timeframe for redelivery, a redelivery fee shall be incurred.
- 5.3 Occasionally the delivery may be affected by an act of Force Majeure. See clause 8 for our responsibilities when this happens.
- 5.4 If TA Blair are not able to deliver the whole of the order at any one time due to operational reasons or shortage of stock, they shall deliver the order in full, when the entire order is ready for shipping.
- 5.5 The Client may cancel their order straight away if any of the following apply:
- (a) TA Blair have refused to deliver the goods; or
  - (b) The Client informed TA Blair before the order was accepted that delivery within the delivery deadline was essential.
- 5.6 Delivery of an order shall be completed when TA Blair deliver the item(s) to the address provided (or a carrier organised by the Client collects the item(s)) and the item shall be the Client's responsibility from that time.
- 5.7 The Client owns the item(s) once TA Blair has received payment in full.

## 6. LIMITATION OF LIABILITY

- 6.1 If TA Blair fail to comply with these terms, they are responsible for loss or damage suffered that is a foreseeable result of their breach of the terms or negligence, but they are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is not an obvious consequence of a breach or if it was contemplated by both parties at the time they entered into this contract.
- 6.2 The Deceased together with any jewellery or personal effects which form part of the Deceased's estate shall be carried at the client's risk.
- 6.3 TA Blair 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.
- 6.4 TA Blair shall not be liable to the Client or deemed to be in breach of the Contract for any reason if the breach of Contract has been due to any event of Force Majeure or omissions of any third party.
- 6.5 The maximum liability of TA Blair to the Client for any sentimental or direct loss arising out of a series of linked events or omissions shall be limited to the value of TA Blair's Charges.

## 7. FORCE MAJEURE

- 7.1 Force Majeure means any act or event beyond reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 7.2 TA Blair will not be liable or responsible for any failure to perform, or delay in performance of any of the obligations under these terms that is caused by Force Majeure.
- 7.3 If an act of Force Majeure takes place that affects the performance of TA Blair's obligations under these Terms:
- (a) TA Blair will contact the Client as soon as reasonably possible to notify them; and
  - (b) TA Blair's obligations under these Terms will be suspended and the time for performance of their obligations will be extended for the duration of the Force Majeure.
- 7.4 The Client may cancel the contract if an act of Force Majeure takes place and they no longer wish TA Blair to provide the Service. TA Blair will only cancel the contract if the Force Majeure continues for longer than 4 weeks.

## 8. TA BLAIR RIGHT TO CANCEL

TA Blair may have to cancel a booking, due to an act of Force Majeure or the unavailability of a tangible item if this happens

- (a) TA Blair shall promptly inform the Client;
- (b) If the Client has made any payment to TA Blair for the Plan, this shall be refunded to the Client in full.

## 9. INFORMATION ABOUT US AND HOW TO CONTACT US

- 9.1 TA Blair is registered in Edinburgh and registered and trading addresses can be found at the start of this Contract.
- 9.2 If you have any questions or complaints, please contact TA Blair by telephoning 01586 552918 or e-mailing [tblairfunerals@btinternet.com](mailto:tblairfunerals@btinternet.com)

## 10. OTHER IMPORTANT TERMS

- 10.1 TA Blair may transfer their rights and obligations under these terms to another organisation, but this will not affect any rights under the Contract or the obligations owed under the Contract.
- 10.2 No other person shall have any rights to enforce any of the terms herein.
- 10.3 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.
- 10.4 These Terms are governed by Scottish Law. Both parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts.

I/We have read and understood these terms and conditions