

TERMS AND CONDITIONS FOR THE SUPPLY OF FUNERAL AND RELATED SERVICES

These terms and conditions tell you who we are and how we will provide our funeral services to you. Please read them carefully as they form the legal basis upon which we will provide our funeral services to you.

YOUR ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 11 and 14 of these Conditions, which outline key provisions limiting our liability for providing the funeral services and outlining the dispute resolution process between you and us under these Conditions. Please read them carefully before placing your order for funeral services from us.

We may amend these Conditions from time to time. Where any such amendments are made, we will endeavour to notify you. However, the absence of such notification will not affect the validity of any such amendment. We recommend that you regularly check our website at **[Lincolnshire.coop/funeral-terms](https://www.lincolnshire.coop/funeral-terms)** for any amendment to these Conditions. If you order our funeral services after any such amendment, it will be deemed as your acceptance of any such amended Conditions.

By ordering our funeral services, you accept to be bound by these Conditions including any amendments that may be made, from time to time.

1. Definitions

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

‘Business Day’: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

‘Business Hours’: Vary by location and can be found here:
<https://www.lincolnshire.coop/funeralhomes>

‘Charges’: the charges payable by you for the supply of the Services in accordance with these Conditions;

‘Cashback’: the rewards, benefits or returns, earned by a Member, as issued at our discretion from time to time;

‘Conditions’: these terms and conditions as amended from time to time in accordance with clause 15.4;

‘Contact Details’: includes your full name, greeting name, date of birth, home address, email address, and details of how you would like us to contact you;

‘Contract’: the contract between you and us for the supply of Services in accordance with these Conditions;

‘Cooling Off Period’: means the period of 14 days from and including the date of the Order;

‘Data Protection Legislation’: has the meaning, in each case to the extent applicable to the Parties and as amended, superseded, replaced or updated from time to time: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iv) any other applicable data protection and privacy laws;

‘Disbursements’: any fees paid on your behalf to Third-Party Suppliers. This includes, but is not limited to, crematorium fees, cemetery or burial fees, doctor’s fees, officiant fees, floristry costs, catering, and other related expenses incurred in providing the Services to you or as agreed between you and us for the Services;

‘Force Majeure’: any event beyond the reasonable control of a Party which directly causes that Party to be unable to comply with all or a material part of its obligations under the Contract where that event does not arise from the act, omission or negligence of that party including any pandemic, epidemic, strikes lock-out, denial of service or other cyber related attack, roadworks, adverse weather, traffic congestion, mechanical failure of vehicles or horse-drawn carts, unpredictable animal behaviour at funerals etc;

‘Intellectual Property Rights’: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

‘Member’: any person that is registered with us as a member, in accordance with our Membership Terms and Conditions which can be found at <https://www.lincolnshire.coop/membership/membership-terms-and-conditions>;

‘Order’: your order for Services as set out in your written acceptance of our quotation for Services;

‘Party’: refers to either you or us individually, while "Parties" refers to both you and us collectively;

‘Services’: the funeral and related services we will provide, in accordance with the Contract;

‘Third-Party Supplier(s)’: any third-party individuals, companies, or external suppliers that provides goods or services in the course of our supply of the Services, which are sourced externally and not directly provided by us. Examples of third-party suppliers

include, but are not limited to, crematoriums, cemeteries, florists, caterers, officiants, celebrants, gravediggers and any other external service providers involved in Services;

'UK GDPR': has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

'VAT': value added tax chargeable under the Value Added Tax Act 1994;

'we', 'us', 'our': Lincolnshire Co-Operative Limited (a registered society with registration number IP00141R) having its registered office at 15- 23, Tentercroft Street, Lincoln, Lincolnshire, LN5 7DB; and

'you', 'your': the person who purchases the Services from us in accordance with these Conditions.

1.2 Interpretation:

1.2.1 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.2 A reference to **writing** or **written** includes email.

2. Placing an Order with us

2.1 By ordering Services, you are confirming that you;

2.1.1 agree to be bound by these Conditions;

2.1.2 are aged 18 years old or over;

2.1.3 are authorised to make the funeral arrangement. If we establish that you do not have the right to order the Services, you agree to indemnify and hold us harmless against any costs, claims and expenses which may arise from any third-party claims in this regard;

2.1.4 agree for us to provide the Services in accordance with these Conditions;

2.1.5 shall be fully liable for payment of all Charges and Disbursements for the Services.

2.2 Before placing your Order, you will be asked to complete and sign a funeral arrangement form detailing the Services you require. We will issue you with a quotation of the Charges and Disbursements. While we make every effort to ensure the accuracy of the Charges and Disbursements, please be aware that the Charges and Disbursements may change where circumstances occur outside our control, or where you amend your Order. We will

inform you whenever any such changes occur, and the Charges and Disbursements will be amended accordingly.

3. Basis of contract

- 3.1 The Order constitutes your offer to purchase Services in accordance with these Conditions.
- 3.2 Your Order shall only be deemed to be accepted when we issue written acceptance of your Order at which point and on which date the Contract shall come into existence. The Contract shall continue (unless terminated earlier in accordance with clauses 12 or 13) until such date where the Services have been provided by us and when we have received payment of the Charges and Disbursement for the Services.
- 3.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.4 We may make changes to the Services to reflect any changes in relevant laws and regulatory requirements in relation to the Services.
- 3.5 These Conditions shall apply to the Contract to the exclusion of any other terms including any that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.6 Any quotation given by us shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.
- 3.7 Our acceptance of your Order confirms that we agree to supply the Services and that you agree to these Conditions. This means that there is a binding Contract between you and us as set out in these Conditions. If we cannot accept your Order, we will inform you in writing within reasonable time.

4. Services involving animals and vehicles

- 4.1 Please be aware that certain aspects of the Services, such as horse-drawn vehicles and dove releases, are dependent on the behaviour and well-being of animals. In some circumstances (including ill health or adverse weather conditions), these animals may be unable to perform as expected. Additionally, some vehicles used in the provision of Services may be prone to mechanical failures. You acknowledge that we cannot accept liability for any disruptions to, or inability to perform the Services due to such circumstances as they are beyond our reasonable control.

5. Third-Party Supplier(s)

We may retain Third-Party Suppliers to provide some or all of the Services and once your Order is accepted and payment received in accordance with clause 8 of these Conditions, we will pay the Disbursements to the Third-Party Supplier, on your behalf. Third-Party Suppliers are solely responsible for providing their respective Services to you. In most cases, these Third-Party Suppliers charge us directly for their Services to you, and we then pass these costs on to you as Disbursements. For the avoidance of doubt, we do not assume any responsibility or liability for any Third-Party Supplier. However, we will make reasonable effort to pass on to you any warranties (if applicable) that we may have received from such Third-Party Suppliers.

6. Our Obligations

In providing the Services, we:

- 6.1 shall exercise reasonable skill and care;
- 6.2 shall liaise with relevant Third-Party Suppliers, on your behalf;
- 6.3 shall use reasonable endeavours to meet any performance dates agreed with you, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Please be aware that the dates for the Services are subject to availability. If the time for performance of the Services changes, we will use reasonable endeavours to inform you. We do not accept any liability for any delays caused by Third-Party Suppliers, any failure on your part to perform any of your obligations under the Contract (**your Default**), or as a result of any Force Majeure event. In these circumstances our Charges and the Disbursements shall remain payable in full;
- 6.4 may amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we will use reasonable endeavours shall notify you in any such event.

7. Your Obligations

- 7.1 You shall:
 - 7.1.1 ensure that your Order is complete and accurate, and promptly inform us of any changes to your Contact Details;
 - 7.1.2 co-operate with us in all matters relating to the Services;

- 7.1.3 promptly provide us with such information and materials as we may reasonably require, to supply the Services, and ensure that they are complete and accurate in all material respects; and
 - 7.1.4 pay all Charges and Disbursements (plus VAT where applicable) in accordance with clause 8.
- 7.2 If the performance of any of our obligations under the Contract is prevented or delayed by your Default:
 - 7.2.1 we may suspend performance of the Services until you remedy your Default, and we shall rely on your Default to relieve ourselves from the performance of any of our obligations, in each case, to the extent that your Default prevents or delays our performance of any of our obligations;
 - 7.2.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as set out in this clause 7.2; and
 - 7.2.3 you shall reimburse us on demand for any costs or losses sustained or incurred by us arising directly or indirectly from your Default.

8. Payment

- 8.1 Payment for the Services shall consist of:
 - 8.1.1 the Charges and Disbursements for the Services. Whilst we will make every effort to ensure the accuracy of the Charges and Disbursements at the time of your Order, you acknowledge that the Charges and Disbursements may be amended if any of the events in clause 2.2 of these Conditions occur; and
 - 8.1.2 the Charges and Disbursements for any unique feature, alteration or additional services not originally included in your Order.
- 8.2 Except as otherwise agreed by us, we shall send you an invoice for payment of 50% of the Charges once we have confirmed acceptance of your Order and you must pay that invoice in accordance with clause 8.4 and in any event before we commence the provision of the Services. We shall send you a final invoice within 5 Business Days of the funeral date confirming the outstanding Charges which you must pay in accordance with clause 8.4.
- 8.3 All Disbursements must be paid in full no later than 3 days from the date of our acceptance of your Order. Any Disbursements for Services requested and agreed after your initial Order was accepted will be included in your final invoice, referred to in clause 8.2.
- 8.4 You shall pay all invoices raised pursuant to these Conditions:

- 8.4.1 within 5 days of the date of the invoice; and
- 8.4.2 in full and in cleared funds to a bank account nominated by us
- 8.5 Notwithstanding any other provision of this clause 8, we reserve the right to request at any time part or full payment of the Charges in advance from you. Time for payment shall be of the essence of the Contract and we reserve the right to withhold the performance of the Services or any part thereof, until we have received the payment of the Charges.
- 8.6 All amounts payable by you under the Contract are exclusive of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by us, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.7 If you fail to pay the Charges and Disbursements by the due date, then, without limiting our remedies in the Contract, you shall pay interest on the overdue sum from the due date until receipt of payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in, or arising out of, or in connection with the Services shall be owned by us.
- 9.2 All Intellectual Property Rights in any material you provide to us for the Services, shall belong to you.
- 9.3 Subject to clauses 9.1 and 9.2, you grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials you have provided to us, for the term of the Contract for the purpose of providing the Services to you.

10. Data Protection Legislation

By providing the Services, you acknowledge that we will process your personal data, which may include your Contact Details, to fulfil our contractual obligation to you. Please note that we will process your personal information in accordance with the Data Protection Legislation and our data privacy policy which you can find at

<https://www.lincolnshire.coop/pdfs/page/Privacy-Policy.pdf>. A physical copy of our data privacy policy is available upon request.

11. Limitation of liability

- 11.1 Nothing in this clause 11 shall limit your payment obligations under the Contract.
- 11.2 Nothing in the Contract limits any liability for:
 - 11.2.1 death or personal injury caused by negligence;
 - 11.2.2 fraud or fraudulent misrepresentation;
 - 11.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 11.2.4 any other matter for which it would be unlawful for a party to limit or exclude liability.
- 11.3 Subject to clauses 11.1 and 11.2, our total liability to you in the Contract (however it arises, including negligence), shall be limited to 100% of the Charges paid or payable by you for the Services.
- 11.4 The following losses are wholly excluded by both Parties:
 - 11.4.1 loss of profits;
 - 11.4.2 loss of sales or business;
 - 11.4.3 loss of agreements or contracts;
 - 11.4.4 loss of anticipated savings;
 - 11.4.5 loss of use or corruption of software, data or information;
 - 11.4.6 loss of or damage to goodwill; and
 - 11.4.7 indirect or consequential loss.
- 11.5 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract and we make no warranty that the Services will be fit for any particular purpose.
- 11.6 This clause 11 shall survive termination of the Contract.

12. Termination by you

- 12.1 Without affecting any other right or remedy available to you, you may terminate the Contract by either:

- 12.1.1 providing written notice to us within the Cooling Off Period and for the purposes of this sub-clause a written notice shall only be valid if served in accordance with clause 15.8; or
- 12.1.2 by submitting a cancellation form which can be located **here**.
- 12.2 If you wish to waive your right to cancel pursuant to clause 12.1 and you provide consent for the Services commencing before the expiration of the Cooling Off Period, please confirm this to us at the time of placing your Order. By providing such confirmation under this clause, you acknowledge that we shall begin providing the Services within the Cooling Off Period and that any subsequent cancellation may incur Charges, which in some instances, may be up to 100% of the Charges.
- 12.3 Cancellations requested after the Cooling Off Period are subject to our discretion. If we approve your request for cancellation under this Clause 12, you agree to pay a proportionate amount of the Charges for the Services already provided (including any applicable VAT) up to the cancellation date. In some instances, a cancellation may still result in you being liable for 100% of the Charges. Where you have paid Charges in advance of cancellation but Services have not yet been provided, a refund of Charges may be due to you, and in such circumstances, we shall within 21 days of the cancellation of the Contract, refund the payment to the account nominated by you and verified by us. You acknowledge that you shall be responsible for any charges incurred by us in processing the refund in this clause 12.3.
- 12.4 If you wish to amend your Order, please contact us. We will inform you whether your request for amendment is possible. If it is, we will provide written confirmation of any adjustments to the Charges and Disbursements or other necessary modifications resulting from such amendment. If your requested amendment is not possible, you shall remain responsible for payment of the Charges.
- 12.5 You acknowledge that under clauses 12.3 and 12.4, you may, in some instances, be unable to recover any Disbursements we have paid to a Third-Party Supplier on your behalf and/or you may still be liable for any Disbursements we have contracted to pay to a Third-Party Supplier. While we may try to assist you in this regard, we cannot guarantee that the Third-Party Supplier will agree to your request for cancellation or amendment. Where the Third-Party Supplier refuses to accept your request for cancellation or amendment, we not be liable for any direct or indirect loss to you in this instance and you shall still be responsible for payment of the Disbursements.

13. Termination by us

- 13.1 Without affecting any other right or remedy available to us, we may terminate or suspend the supply of Services under the Contract or any other contract between you and us if:

- 13.1.1 you fail to pay the Charges and Disbursements on the due date for payment; and/or
- 13.1.2 you commit a material breach of any term of the Contract and, if such a breach is remediable, you fail to remedy that breach within 7 days of being notified to do so.
- 13.2 On termination or expiry of the Contract you shall immediately pay to us all outstanding Charges and Disbursements together with any interest applicable pursuant to clause 8.7, and in respect of Services supplier but without a previously submitted invoice, we will issue an invoice to you which shall be payable by you immediately upon receipt.
- 13.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. Dispute Resolution Procedure.

BY ORDERING SERVICES, YOU ACKNOWLEDGE THAT ANY CHARGES AND DISBURSEMENTS PAID OR PAYABLE BY YOU FOR THE SERVICES ARE FINAL AND THAT YOU SHALL NOT INITIATE ANY CHARGEBACK AND/OR ANY FORM OF CLAWBACK REQUEST THROUGH YOUR CARD ISSUER OR ANY PAYMENT PROVIDER EXCEPT IN ACCORDANCE WITH THIS CLAUSE 14.

WHERE APPLICABLE, REFUNDS SHALL BE MADE SOLELY IN ACCORDANCE WITH THESE CONDITIONS, AND YOU ACKNOWLEDGE THAT INITIATING A CHARGEBACK/CLAWBACK SHALL NOT BE AN ACCEPTABLE METHOD OF OBTAINING ANY REFUND. IF YOU FAIL TO FOLLOW THIS PROCEDURE, THERE WILL BE LESS OPPORTUNITY FOR US TO INVESTIGATE AND RECTIFY YOUR COMPLAINT.

YOUR ATTENTION IS DRAWN TO THE REST OF THIS CLAUSE 14 WHICH SETS OUT THE PROPER AND CONTRACTUAL DISPUTE RESOLUTION PROCESS IN THESE CONDITIONS.

If you wish to complain about the Services, then please contact us directly. You can contact our funeral services team for any Service-related enquiries or complaints on 01522 534 971 (Monday-Friday 8.30am-4.30pm excluding bank holidays) or by sending us a message via email to funeralservices@lincolnshire.coop.

Your complaint will be acknowledged within 4 Business Days of receipt and your complaint will be assigned to a member of the funeral team who will contact you with further information in the first instance. We aim to resolve any query as it is raised with us, usually within 15 Business Days from receiving it.

If our funeral team are unable to resolve initially, we will investigate further and your complaint will then be assigned to the Head of the Funeral Team who will contact you with further information within 10 Business Days. At this stage if you are unsatisfied, you can escalate your complaint to the National Association of Funeral Directors ('NAFD') whose contact details can be found at www.nafd.org.uk. Both Parties agree to be bound by the decision of the NAFD with regards your complaint.

15. General

15.1 Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event and in such circumstances, the time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the Party not affected may terminate the Contract by giving five (5) Business Days' written notice to the affected Party.

15.2 Assignment and other dealings

15.2.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.

15.2.2 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our consent in writing.

15.3 Entire Agreement

15.3.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.3.2 Each Party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

15.4 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by both Parties (or their authorised representatives).

15.5 **Cashback**

A Member may qualify for Cashback when ordering Services as provided under our Membership Terms available at www.lincolnshire.coop/membership/membership-terms-and-conditions. This is subject to the full payment of the Charges and Disbursements specified in clause 8. In the event of a cancellation or amendment of the Services by either Party, we may collect any such Cashback issued to you. If you have already spent the Cashback, the relevant value of the spent Cashback shall be deducted from any applicable refund properly due to you in relation to any Charges you have paid for the Services.

15.6 **Waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deleted under this clause 15.7, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.8 **Notices**

15.8.1 Any notice or other communication given to a Party under or in connection with the Contract shall be in writing and shall be delivered

15.8.1.1 by hand or by pre-paid first-class post or other next working day delivery service to:

15.8.1.1.1 in the case of a notice served by you upon us, Lincolnshire Co-operative Limited, Funeral Services Administration, Tritton Road, Lincoln LN6 7QY;

15.8.1.1.2 in the case of a notice served by us upon you, to you at the address which you specified in the Order;

15.8.1.2 by email to:

15.8.1.2.1 funeralservices@lincolnshire.coop in the case of a notice served by you upon us; or

15.8.1.2.2 to the email address which you specified in the Order.

15.8.2 Any notice or communication shall be deemed to have been received:

15.8.2.1 if delivered by hand, at the time the notice is left the Party's last known address;

15.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

15.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. In this clause 15.8.2.3, Business Hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.8.3 This clause 15.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.9 **Third Party Rights**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.10 **Governing Law**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.11 **Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.