

JAMES COCKBURN LIMITED – TERMS OF BUSINESS

1. These Terms and Conditions apply to all Services (as hereinafter defined) that are requested by the Client (as hereinafter defined) and provided by James Cockburn Limited, 996 Govan Road, Glasgow G51 3DU (“James Cockburn”) and forms a legally binding contract. These Terms & Conditions shall not be varied in any way, unless accepted by James Cockburn in writing and if there is any conflict between these Terms & Conditions and those contained in any communication with the Client, these Terms & Conditions shall prevail.

2. Definitions

In these Terms & Conditions the following word shall have the following meaning:-

“Services” means the services performed and/or the goods supplied by James Cockburn and /or any and all additional services required by the Client and agreed and provided by James Cockburn.

“Client” means any person, firm, company, executor, personal representative or any other legal person who instructs the provision of Services by James Cockburn.

“Estimate” means an estimate of cost in relation to the provision of Services by James Cockburn and in relation to the services provided by other suppliers as per Client’s request.

3. Responsibility for Payment

By requesting Services the Client is solely responsible for the payment of this account. A detailed invoice will be sent to the Client after the funeral and will detail all costs involved with the Services. If the Client sends the invoice in relation to the provision of Services onto a Solicitor or someone else for payment, then it is the Client’s responsibility to advise James Cockburn of this action. In any event the Client shall remain liable for payment of the invoice.

4. Estimate

The Estimate is an indication of the charges likely to be incurred on the basis of the information and details provided to James Cockburn at the date of the Estimate. While James Cockburn shall make every effort to ensure the accuracy of the Estimate, the charges are liable to alteration particularly where third parties change their rates or charges or extra services have been requested by the Client. James Cockburn will always try to inform the Client prior to the funeral if a change in relation to the Estimate is likely to occur.

5. Our Charges

If the Estimate is exceeded as a result of any additional Client’s requests, James Cockburn will inform the Client as soon as possible prior to the funeral taking place.

6. External Payments

6.1. These are payments made by James Cockburn on the Client’s behalf. The Client may have asked that James Cockburn instruct other suppliers to provide services for the funeral. The actual cost of the Services together with the services provided by other suppliers will be detailed in the invoice. James Cockburn may request payment prior to the date of the funeral in respect of the services provided by other suppliers. The total of external payments is an estimate at this stage and is, therefore, subject to confirmation by the other suppliers.

6.2. James Cockburn shall not accept responsibility or liability for the services provided by any other supplier. James Cockburn will however, take responsibility for its own negligent actions, should these occur, in selecting or instructing this supplier.

7. Valuables

James Cockburn will take all reasonable steps to ensure that jewellery and other valuables received by it are taken care of, but unless it is due to its own negligence, James Cockburn shall not accept responsibility or liability for any act or omission in relation to jewellery or other valuables.

8. Data Protection

James Cockburn respects the confidential nature of the information given, and where the Client provides James Cockburn with personal data, James Cockburn will ensure that this data will be held securely, in confidence and processed for the purpose of carrying out the Service. In the event that, James Cockburn needs to pass such data to third parties in order to provide the Service James Cockburn will seek the consent of the Client prior to the release of the data to such third parties.

9. Payments

James Cockburn may require an advance payment in respect of the Services in advance of the funeral. The invoice for the provision of Services will be issued within a period of fourteen (14) days after the funeral. James Cockburn requires payment of its invoice within twenty-eight (28) days of the date thereof.

10. Interest

If the invoice for the provision of Services is not paid as mentioned above then James Cockburn may charge interest at the rate of 1% per month from the date of the invoice until payment is received in total.

11. Arranging and Conducting the Funeral

11.1. James Cockburn undertakes that before the funeral:-

- 11.1.1. Professional staff shall be available 24 hours a day, to fulfil the Client's requirements by telephone, at his/her home or in his/her offices;
- 11.1.2. Shall provide advice to the Client and shall take his/her instructions in respect of funeral arrangements, liaising with Clergy, Doctors, Crematoria or Burial authorities on Client's behalf and paying these external parties.
- 11.1.3. Shall provide advice and guidance on Registration of Death and Benefits Agency procedures and preparation, collection and distribution of all documents necessary to allow the Funeral to proceed legally.

11.2. James Cockburn undertakes that on the day of the funeral:-

- 11.2.1. A funeral director and all the necessary persons to carry out the arrangements in accordance with the Client's instructions and the provision of assistance thereafter shall be available.
- 11.3. The Client shall not involve any other third parties or other companies in any arrangements that James Cockburn have made without its express prior permission and James Cockburn reserves the right to withdraw from any arrangements if the Clients does not meet this condition. The Client will be invoiced for any arrangements that James Cockburn have carried out prior to its withdrawal.

12. Care of the Deceased

James Cockburn shall ensure the attendance of its staff, the provision of a suitable vehicle and the necessary equipment to move the deceased as instructed. James Cockburn shall make arrangements for laying to rest in the coffin or casket chosen and providing the facilities to care for the deceased until the day of the funeral, including if desired, the paying of last respects at any time by appointment.

13. Law

These Terms & Conditions will be interpreted according to Scots Law.