



William Wallace & Son

FAMILY OWNED AND OPERATED SINCE 1902

Funeral Directors and Monumental Consultants

2 – 4 HUNTERSTON ROAD, WEST KILBRIDE, KA23 9EX

We have been established as funeral directors in Ayrshire for over 120 years. In that time we have provided a friendly, professional and caring funeral service to the local community that can only really be delivered by a family firm.

To this day the company remains a family owned and one of the few independent funeral directors in Ayrshire and indeed Scotland.

Our commitment, compassion and attention to detail has given the families we serve a sense of comfort in getting through one of life's most difficult times. We will take care of all the arrangements with the utmost integrity and relieve you of all unnecessary burdens.

Our goal is to make a difficult time a little easier.



DISCLOSURE OF INTERESTS

The ultimate owners of William Wallace & Son Funeral Directors are Mr William Wallace, Mrs Barbara Wallace and Mr Gordon Wallace.

There is no business of material financial interest in a price comparison website.

There has been no material charitable donation to a third party.

There has been no charitable contribution or payment of gratuity to a third party.

There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to William Wallace & Son Funeral Directors.

PRICING INFORMATION FOR LOCAL CREMATORIA

Clyde Coast & Garnock Valley Crematorium, Largs £1050

- Full Adult Cremation (60 minutes between services) available from 10am until 3pm

Holmsford Bridge Crematorium, by Dreghorn £1220

- Full Adult Cremation (60 minutes between services) available from 10.30am until 3.30pm

Full pricelists are available on request.

TERMS OF BUSINESS

Terms of Business for William Wallace & Son, a company incorporated in Scotland having its registered address at 2 – 4 Hunterston Road, West Kilbride, KA23 9EX, (**“we”, “us” or “our”**).

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.

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

1. Estimates and Expenses

The estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of estimate. While we 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.

We may not know the amount of third-party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account.

If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

2. Payment Arrangements

We require a non-refundable deposit to be paid, this is the cost of the cemetery or crematorium fee. This cost will be shown in the itemised estimate we will provide you with. We kindly request that this payment is made 3 working days prior to the funeral to allow arrangements to proceed.

The final balance is due for payment within 30 days of our account, unless otherwise agreed by us in writing.

The final account is sent to you following the funeral.

The Simple Funeral, Direct Cremation and Direct Burial options must be paid in full 3 working days before the funeral.

If you fail to pay us in full on the due date we may charge you interest;

- at a rate of 4% above our Bank's base rate from time to time in force;
- calculated (on a daily basis) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any judgment (unless a court orders otherwise).

We may recover (under clause 3) the cost of taking legal action to make you pay.

3. Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms.

This means that you are liable to us for losses we incur because you do not comply with these terms, e.g., 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 account is overdue. If we instruct debt collection agents we may also recover the fees we incur from you. Further details regarding these fees are available on request. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

4. Data Protection

Words shown in *italics* are defined in the General Data Protection Regulations 2018 (*“the Regulations”*).

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 for the purpose of carrying out our services unless you give us your express permission for use in our marketing. In order to provide our services, we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. We will not pass your details to third parties for marketing purposes whatsoever. Under the Regulations you have the right to know what data we hold on you and you can, by applying to us to in writing and paying a fee, receive copies of that data. When you sign the acceptance, you are giving us permission to keep your details on record.

Our Privacy Policy can be found at http://www.williamwallaceandson.co.uk/WWS_Privacy%20Policy.pdf

5. Cooling-Off Period

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

6. Termination

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions. If we or you terminate your instructions you may, depending upon the reasons for terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7. Conduct

We are a member of The National Society of Allied & Independent Funeral Directors “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.

If however, you have any questions or concerns about the service we provide to you, then please raise them in the first instance with Gordon Wallace. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service. They can be contacted by completing their complaints form which is available by either visiting the SAIF website, by email to standards@saif.org.uk or by phone 0345 230 6777.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. 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. Where this is the case we will attempt to contact you in advance, and advise you of alternative arrangements.

8. Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

Your instructions will not create any right enforceable by virtue of The Contract (Third Party Rights) (Scotland) Act 2017 by any person not identified as our client.

If any of these terms are unenforceable as drafted:

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

–if it would be enforceable if amended, it will be treated as so amended. Nothing in these terms restricts or limits our liability for death or personal injury.

This agreement is subject to *Scots Law*. If you decide to commence legal action, you may do so, in any appropriate *Scottish Court*.