

## OUR TERMS FOR THE DEATH NOTIFICATION SERVICE

### 1. INTERPRETATION OF THESE TERMS

1.1 The definitions and rules of interpretation in clause 1 shall, unless the context requires otherwise, apply to these Terms:

**Additional Terms** – any terms varying or adding to the Terms that are agreed in writing by you and us.

**Bereavement Advice Centre** – a trading name of Simplify Channel Limited a company registered in England and Wales. Our company registration number is 08249813 and our registered office is at 8 Clifford Street, London W1S 2LQ trading as the Bereavement Advice Centre.

**Commercial Entities** – those UK organisations (excluding the Channel Islands) including banks, building societies, utility companies, insurance providers and mortgage companies contained within a database as updated from time to time and held by the Bereavement Advice Centre.

**Contract** – any contract between the Bereavement Advice Centre and the Customer for supply of the Service in accordance with and subject to these Terms and any Additional Terms.

**Customer** – the person that requests the Service and enters into a Contract.

**Death Certificate** – the certified copy of the death certificate entry as issued in its original form by the Registrar's Office.

**Deceased** – the individual whose death certificate is provided by the Customer to the Bereavement Advice Centre.

**Notification Letter** – a letter to be sent by the Bereavement Advice Centre to the Commercial Entities (up to a maximum of 10) nominated by the Customer which contain the Deceased's name, date of birth and address on behalf of the Customer.

**Request Acknowledgement** – the email or letter, sent to the Customer by the Bereavement Advice Centre that confirms the Contract has been concluded.

**Service** – the sending of a Notification Letter to a maximum of 10 Commercial Entities informing them of the Deceased's death and which is provided free of charge.

1.2 These are the terms and conditions ("Terms") on which the Bereavement Advice Centre agree to provide the Service to you and shall form part of the Contract.

1.3 Please read these Terms carefully before you request the Service and enter into a Contract. These Terms tell you who we are, how we will provide the Service to you, and other important information.

1.4 When we use the words "writing" or "written" in these Terms, this includes emails.

1.5 References to "us", "we" or "our" are references to the Bereavement Advice Centre and references to "you" or "your" are references to the Customer. References to the singular include the plural, references to the masculine gender include the feminine and the neuter and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it.

### 2. HOW TO CONTACT US

2.1 You can contact us by writing to us at the Bereavement Advice Centre, Heron House, Timothy's Bridge Road, Stratford upon Avon, CV37 9BX or by emailing us on [info@bereavementadvice.org](mailto:info@bereavementadvice.org).

2.2 If we have to contact you, we will do so using the contact details you provided.

### 3. OUR CONTRACT WITH YOU

3.1 The Contract will be concluded once the Customer provides the Bereavement Advice Centre over the telephone with details of the Deceased, the relevant Commercial Entities and the Bereavement Advice Centre has accepted the request for Services and sent a Request Acknowledgement. The Contract will only be concluded and become binding when Bereavement Advice Centre has sent the Request Acknowledgement.

3.2 Our marketing material and website are solely for the promotion of our Service in the UK. The Service is only available where the deceased was domiciled in England and Wales and the relevant Commercial Entities are based within the UK (excluding the Channel Islands).

### 4. WHAT WE REQUIRE FROM YOU

4.1 The Customer must be over 18 years of age and have authority to notify the Commercial Entities of the death of the Deceased.

4.2 Please note the Bereavement Advice Centre can only provide the Service upon receipt of the original Death Certificate of the Deceased within 14 calendar days of the Request Acknowledgement. If you fail to provide the original Death Certificate within this time, we will treat the Contract as terminated by you.

4.3 All information you provide to the Bereavement Advice Centre must be true and accurate. Once the Request Acknowledgement has been sent, changes to the Service cannot be made.

### 5. THE SERVICES

5.1 Please note that the Service is intended as an initial notification to the Commercial Entities only. The Service does not remove the need for further steps involving the Customer including liaising with the Commercial Entities or provision of further information at the request of any Commercial Entity.

5.2 The Service can only be used once in respect of the Deceased.

5.3 The Bereavement Advice Centre will write to the Commercial Entities selected by the Customer (up to a maximum of 10) enclosing a photocopy of the Death Certificate to inform them of the Deceased's death.

5.4 The Bereavement Advice Centre will then write to the Customer once the Notification Letters have been sent, confirming the Commercial Entities written to and the date on which the Notification Letters were sent. The original Death Certificate will also be enclosed. By entering into a Contract with the Bereavement Advice Centre you agree to the return of the original Death Certificate by Royal Mail second class post and acknowledge that the Bereavement Advice Centre does not retain a copy.

5.5 The Bereavement Advice Centre is not responsible for receipt of a Notification Letter, for following up with any Commercial Entity after the Notification Letter has been sent or the actions of a Commercial Entity following receipt of a Notification Letter. Further, the Bereavement Advice Centre cannot guarantee that a Commercial Entity will take any action on receipt of a Notification Letter. We would recommend that you follow up with the Commercial Entities within 30 days following receipt of

our letter if you have not received any communication from them.

## **6. FREE SERVICE**

The Service is free of charge and the Customer is not required to pay a price.

## **7. WHAT TO DO IF YOU ARE NOT SATISFIED WITH THE SERVICE**

**7.1** If you feel that the Bereavement Advice Centre has not performed the Service you were expecting you can contact us by writing to us at the Bereavement Advice Centre, Heron House, Timothy's Bridge Road, Stratford upon Avon, CV37 9BX or by emailing us on [info@bereavementadvice.org](mailto:info@bereavementadvice.org)

**7.2** This does not affect your statutory rights.

## **8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**8.1** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching an obligation under this Contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during initial telephone call.

**8.2** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Service.

**8.3** The Service is personal to you and we are not liable for losses which arise in a business context.

**8.4** We will have no liability to you for any losses which arise from the provision of incorrect or inaccurate information or documents from the Customer.

**8.5** The Bereavement Advice Centre accepts no liability for any correspondence or documents during transit with Royal Mail.

## **9. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**9.1** We will use the personal information including the Deceased's Information that you provide to us to supply the Service to you.

**9.2** We may use your contact information to contact you about related services that Simplify Channel Limited

can offer you during this difficult time, if you have confirmed that you are happy for us to do so during the initial telephone call.

**9.3** We will only give your personal information to third parties (who are not associated companies) where the law either requires or allows us to do so.

## **10. OTHER IMPORTANT TERMS**

**10.1** This Contract is between you and us. No other person shall have any rights to enforce any of its provisions. Neither you nor us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

**10.2** The Bereavement Advice Centre is the owner or licensee of all intellectual property rights in the Service. All rights are reserved. Nothing in the Service should be taken as conferring any licence or right to use any trademark or other intellectual property without written consent from the Bereavement Advice Centre or the owner of the trademark or other intellectual property. You may not reproduce or copy any part of, or all of, the content of the Service in any form for any commercial purpose without the prior written consent of the Bereavement Advice Centre.

**10.3** Each of the paragraphs of these Terms (the clauses) operate separately. If any court or relevant authority decides that any of them (in whole or in part) are unlawful, the remaining clauses will remain in full force and effect.

**10.4** If we do not promptly exercise any right under a Contract, it shall not be construed as a waiver of such right.

**10.5** These Terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the Service only in the courts of England and Wales.

**Summary of your legal rights.** We are under a legal duty to supply a service that is in conformity with this Contract. Nothing in these Terms will affect your legal rights. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.