



- TERMS AND CONDITIONS - FUNERALBOOKER/PARTNER TERMS OF BUSINESS – LAST UPDATED AUGUST 2015

1. OVERVIEW

- Funeralbooker provides an online venue where individuals (Customers) who require an at-need funeral can search for a funeral director (referred to here as the Partner) to arrange a funeral, supply typical products and provide related services.
- We help Customers understand what options they may require and provide an opportunity for them to view Partners in their area. Partners promote their business to Customers through a personalised page which can contain photos, history and information about the team. We encourage Customers to leave reviews of a Partner after a funeral to help build an online reputation over time.
- Partners who sign up to Funeralbooker agree to provide us with pricing for their services and products so that we can give Customers an accurate representation of what their chosen options will cost.
- Once a Customer has chosen a Partner we arrange a call between the two of you to discuss the arrangements and any special requirements. Following this call we take an online deposit payment from the Customer which we send to you to confirm the arrangement
- We take further payments from the Customer at two points: i) before the funeral occurs to ensure that a minimum 50% of the total cost is paid for; and ii) following the funeral for the outstanding balance.
- We understand as the funeral approaches the Customer's requirements may change so we allow Partners to adjust the invoice at any time.
- We charge a commission paid by the Partner when a Customer books through our website (we simply retain a portion of the final payment we send to you for a booking).
- The Partner is fully responsible for providing the services agreed with the Customer and should treat any Customer to their highest standards.

2. DEFINITIONS

- **“Agreement”** means this agreement which sets out the terms and conditions upon which Funeralbooker shall provide the Funeralbooker Services to the Partner and which comes into effect on the Effective Date;
- **“Agreed Invoice”** means the Preliminary Invoice, amended if necessary, submitted by the Partner using funeraLINK following the Arrangement Call;
- **“Arrangement Call”** means any call, or calls, between the Partner and the Customer following the submission of a Call-back Request, the purpose of which is to discuss the Preliminary Invoice, amendments to the Preliminary Invoice and any other matters in the typical course of arranging a funeral;
- **“Booking”** means any booking by a Customer for any of the Partner Services made via the Website;
- **“Booking Confirmation”** means the agreement of the Customer to the Booking Terms & Conditions and the payment of the Deposit Payment via the Website;
- **“Call-back Request”** means the submission by a Customer for a request for a call-back by a Partner in the form of email notification, notification through funeraLINK or any other means of notification at the discretion of Funeralbooker;
- **“Commission”** means the commission agreed which is payable by the Partner to Funeralbooker as shown in Schedule A Pricing Table;
- **“Charges”** means the costs or fees associated with the services and/or products invoiced to the Customer by the Partner as part of the provision of the Partner Services;
- **“Customer”** means any person who purchases or receives the Partner Services, or who contacts a Partner via the Website;
- **“Deposit Payment”** has the meaning assigned to it in Schedule B Payments Table.
- **“DPA”** means the Data Protection Act 1998 (as from time to time amended);
- **“Effective Date”** means the earlier of 1) the Partner beginning to receive the Funeralbooker Services and 2) if the Partner enters this Agreement online through the online “Self-Sign Up” form – the date upon which the Partner ticks the box and confirms their acceptance of the terms and conditions of this Agreement or, if the Partner enters this Agreement pursuant to a meeting or other direct communication with Funeralbooker – the date on which the Partner is sent a confirmatory copy of the terms and conditions of this Agreement from Funeralbooker (which will usually be by email);
- **“Final Invoice”** means the Agreed Invoice, amended if necessary, submitted by the Partner using funeraLINK after the Funeral Date;
- **“Funeral Date”** means the date on which the funeral is intended to, or has, occur(red) and, unless otherwise specifically agreed with the Customer, is the date on which cremation or interment occurs;
- **“Funeralbooker”** means Funeralbooker Limited (t/a Funeralbooker), a company registered in England under company number 09639436 and whose registered

office is at 3 Loughborough Street, London, SE11 5RB, England., with VAT registration number **92804721**;

- **“Funeralbooker Services”** means the benefits and services a Partner may receive from Funeralbooker, as set out in Schedule A Pricing Table, in return for paying the Commission;
- **“funeraLINK”** means the “Funeralbooker funeraLINK” software licensed to the Partner under this Agreement as one of the Funeralbooker Services;
- **“Intellectual Property Rights”** means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trademarks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registerable rights, any applications made or rights to make applications in respect of any such rights;
- **“Invoice”** means the electronic record of Customer data (including any data relating to the deceased) and Charges for the Booking and referred to either as the Preliminary Invoice, the Agreed Invoice or the Final Invoice;
- **“Final Payment”** has the meaning assigned to it in Schedule B Payments Table.
- **“Page(s)”** means the internet page or pages and contents of the Partner’s designated section of the Website or Distribution Channels (including the Partner’s Funeralbooker “individual page” and each page for the Partner Services offered on the Website);
- **“Partner Services”** means the funeral goods and services, as well as any other goods or services, which the Partner is in the business of providing and supplying to Customers and which are marketed to the public by the Partner through use of the Funeralbooker Services;
- **“Partner Content”** means any information, documentation, equipment, software or other material (which may include the Partner name, logo and any other brand features and Intellectual Property Rights) which may be published on the Page(s) pursuant to this Agreement;
- **“Payments Table”** means Schedule B which lists the payments made by the Customer to Funeralbooker and onward remitted to the Partner and which may change from time to time;
- **“Preliminary Invoice”** means the Invoice generated by the Website and communicated to the Partner when the Customer submits a Call-back Request from the Partner;
- **“Pre-funeral Payment”** has the meaning assigned to it in Schedule B Payments Table.
- **“Pricing Table”** means the table at Schedule A which lists out each of the Funeralbooker Services and their respective Fees and/or Commission and which may change from time to time; and

- “**Website**” means the website at www.Funeralbooker.com.

3. FUNERALBOOKER SERVICES

1. In consideration of payment by the Partner of the Commission and the Partner performing all its other obligations herein and subject to the terms and conditions of this Agreement, Funeralbooker shall provide the applicable Funeralbooker Services to the Partner, which shall (unless otherwise agreed) include a personal, non-exclusive, non-transferable and fully revocable licence to use funeraLINK – the terms of which are set out at Clause 4.
2. In respect of all Bookings, Funeralbooker shall act as agent at law for the Partner and nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers.
3. Funeralbooker may in its sole discretion, change the rate of Commission at any time on 30 days’ notice to the Partner, either by specific notice or by updating Schedule A Pricing Table (“**Pricing Change Notice**”). If the Partner, as a result of a Pricing Change Notice wishes to change the Funeralbooker Services it receives, it must provide written notice to Funeralbooker this effect within 14 days of the notice of the Pricing Change Notice.

4. FUNERALINK SOFTWARE LICENCE

1. The Partner may use funeraLINK for the purposes of processing Bookings of Partner Services for and on behalf of itself only.
2. The Partner’s use of funeraLINK is at the Partner’s sole risk. The service is provided on an “as is” and “as available” basis.
3. Technical support is provided by email primarily and is a benefit for the Partner, but is not a right of the Partner.
4. The Partner understands and accepts that Funeralbooker uses third party vendors and hosting partners to provide the hardware, software, networking, storage, payment, and related technology required to run funeraLINK. The Partner also acknowledges and agrees that Funeralbooker shall have administrator’s access to all parts of funeraLINK, including those parts that have been specifically tailored for the Partner.
5. The Partner shall not reproduce, duplicate, copy, sell, resell or exploit the whole or any part of funeraLINK, or allow any third party (including group companies of the Partner) to use or access funeraLINK without express prior written permission from Funeralbooker (which may be denied or granted on such terms as Funeralbooker in its sole discretion may determine).
6. Funeralbooker **does not** warrant:
 1. that funeraLINK will meet the Partner’s specific requirements;
 2. that funeraLINK will be uninterrupted, timely, secure, or error-free;
 3. that any information or results that may be obtained from the use of funeraLINK will be accurate or reliable;

4. that the quality of any products, services, information, or other material purchased or obtained by the Partner through funeraLINK will meet the Partner's requirements or expectations; or
5. that any errors in funeraLINK will be corrected.
7. The Partner expressly understands and agrees that as regards use of funeraLINK, subject to Clause 13.2, Funeralbooker shall not be liable for loss of profits, goodwill, use, data or other intangible losses or for any indirect, incidental, special, consequential or exemplary damages (even if Funeralbooker has been advised by the Partner of the possibility of such damages), resulting from:
 1. the use of, or inability to use, funeraLINK;
 2. unauthorised access to or alteration of the Partner's transmissions or data;
 3. statements or conduct of any third party on funeraLINK; or
 4. any other matter relating to funeraLINK.

5. PARTNER OBLIGATIONS

1. In consideration of receiving the Funeralbooker Services, the Partner agrees to pay all applicable Commission and to accept all Bookings and process and supply the Partner Services to the highest industry standards, the standards of any industry organisations they are members of, and in line with any specific terms and conditions set out in this Agreement generally, and particularly this Clause 5.
2. The Partner must accept all Bookings and may only decline to accept the same in exceptional circumstances – otherwise the Partner shall be considered to be in material breach of this Agreement and may forfeit any payments due to it in connection with this Agreement.
3. In respect of all Bookings, the Partner's cancellation/amendment policy must comply with the cooling off periods required by law (which shall supersede any Partner cancellation/amendment policies that do not offer at least as consumer-friendly provisions as the applicable law). The Partner's attention is also drawn to the cancellation policy at clause 7.2 when a Customer fails to make the Pre-funeral Payment.
4. The Partner is responsible for ensuring that all Partner Content (especially details of prices for the Partner Services) that it publishes or provides to Funeralbooker to publish on the Page(s) is accurate and correct and not misleading.
5. Further, the Partner must supply the Partner Services at a price which is the best available rate offered directly in the Partner's venue or through other public or widely available channels of the Partner. The Partner, in particular, is responsible for setting out on their Page(s) any terms and conditions that will apply to Customer Bookings (including their cancellation and refund policy – which must be in line with clause 5.3 above). It is particularly drawn to Partner's attention that Customers, as a matter of law, will not be bound by any terms and conditions in respect of a Booking if those terms and conditions are

not brought to the attention of the Customer prior to their placing the Booking. The Partner should bear this in mind when creating the Partner Content to include on their Page(s). It is preferred by Funeralbooker that additional terms and conditions are included directly within the relevant Page(s) but if this is not reasonably possible then Partner may provide a link to a self contained webpage which houses those terms and conditions. Such self-contained webpages must 1) be no more than a single click away from the relevant Page(s) and 2) must not link directly or indirectly to any other website or web pages (including the Partner's own website).

6. If Funeralbooker has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Commission, for example without limitation, by soliciting Customers to make Bookings otherwise than through the Website this shall be a material breach of this Agreement and shall give Funeralbooker the right, without limiting its other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

6. BOOKING PROCESS

1. Funeralbooker, through the Website, agrees to provide a process enabling a Customer to engage and book Partner Services with a Partner. This process may change from time to time.
2. Through the Website the Customer chooses the Partner Services they require and the Partner they wish to contact. The Customer then submits a Call-back Request to the Partner through the Website.
3. Funeralbooker will notify the Partner of the Call-back Request through email notification, notification through funeraLINK or any other means of notification at the discretion of Funeralbooker. The Invoice accompanying the Call-back Request is the Preliminary Invoice defined earlier.
4. The Partner will be responsible for undertaking an Arrangement Call with the Customer following the receipt of a Call-back Request. The Arrangement Call must be made within 6 hours. Failure to make the Arrangement Call may result in Funeralbooker cancelling the Call-back Request and allowing the Customer to choose another Partner.
5. Following an Arrangement Call the Partner must either, submit the Agreed Invoice using funeraLINK (incorporating any new, amended or deleted Charges as discussed and agreed with the Customer), or, reject the Booking via funeraLINK within 24 hours of receipt. If a Partner has not submitted an Agreed Invoice within 24 hours Funeralbooker will have the right to take such action in respect of the Booking as it deems reasonable in its sole discretion (including cancelling the Booking, in which case the Partner may be deemed to be in material breach of this Agreement).
6. The Partner must enter the Funeral Date on the funeraLINK platform when this has been agreed with the Customer. Any failure by the Partner to enter the

date on funeraLINK may result in delayed collection and/or transmission of the Pre-Funeral Payment.

7. The Partner must submit a Final Invoice through funeraLINK no more than 3 days following the Funeral Date. Funeralbooker is unable to collect any costs or fees not included on the Final Invoice and these will be left to the sole discretion of the Partner to collect.

7. PAYMENT TERMS

1. Through the Website. Funeralbooker will collect the Deposit Payment, Pre-funeral Payment and Final Payment from the Customer in respect of the Booking and onward remit to the Partner according to Schedule A Pricing Table.
2. Any failure by the Customer to make the Pre-funeral Payment means the Partner is not obliged to perform, or procure, any more services on behalf of the Customer. If the issue is not resolved by the Customer within 7 days the Booking is cancelled. The Partner may, but is not required to, return the Deposit Payment to the Customer.
3. Any failure by the Customer to make the Final Payment will result in a 14 day “remedial period” during which Funeralbooker will undertake to collect the payment through all available means. If, after this period the Final Payment has not been made, Funeralbooker will pass all claim for the Final Payment to the Partner for collection and waive the Commission on the Booking. Funeralbooker will, as legally allowed, provide all Customer and Booking information to support the Partner in their claim.
4. For avoidance of doubt, Funeralbooker will not be liable for any unpaid Charges by the Customer in respect of their Booking.
5. In any event, Funeralbooker reserves the right to deduct any sums payable to Funeralbooker from any balance on the Partner’s account prior to onward remittance.
6. All onward remittance shall be made via bank transfer using the bank details provided by the Partner to Funeralbooker on funeraLINK. It is the Partner’s responsibility to ensure that these details are correct. Funeralbooker will only pay onward remittance amounts to the Partner and cannot make payments to any third party.

8. CUSTOMER SERVICE AND COMPLAINTS

1. The Partner shall use best endeavours to provide high quality Partner Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Bookings or potential Bookings including dealing with Customer complaints.
2. In addition to clause 8.1, the Partner shall provide Partner Services in accordance with any standards required by any trade association or industry bodies of which they are a member.

3. The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Partner Services, save where such liability arises as a result of Funeralbooker's negligence.
4. Funeralbooker shall refer any Customer complaints it receives to the relevant Partner and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner's receipt of a complaint (whether the complaint has come directly from the Customer or via Funeralbooker).
5. The Partner shall make all efforts to reach a resolution to any complaints within 14 days and must notify Funeralbooker of any correspondence between the Partner and the Customer relating to the complaint and generally keep Funeralbooker apprised of its progress and the status of the complaint.
6. The Partner hereby acknowledges and accepts that the Website includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with Funeralbooker and with the Partner (particularly in relation to the Partner Services) ("**User Generated Content**"). The Partner should note that this platform may not be opted out from and may from time to time contain negative reviews and/or feedback from consumers, which is outside Funeralbooker's control. There is an option for the Partner, if they are the subject of any User Generated Content, to reply to reviews about them. However, any content the Partner posts in response to User Generated Content must be polite and professional and non-threatening or confrontational, and it may be subject to review by Funeralbooker (and removed or amended in Funeralbooker's sole discretion if Funeralbooker deems reasonably necessary). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to terminate this Agreement) as a result of any User Generated Content naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any User Generated Content is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report that User Generated Content to Funeralbooker. In such case, Funeralbooker shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending the relevant piece of User Generated Content).

9. CUSTOMER DATA

1. Funeralbooker shall be the "data controller" (as defined by the DPA) of Customer information collected through funeraLINK pursuant to this Agreement and the Partner may only use that Customer information for the purposes of fulfilling Bookings.
2. The Partner shall comply with any notification requirements under the DPA.
3. The Partner may not use Customer information collected through funeraLINK for any purpose other than fulfilment of the Booking. For the avoidance of

doubt: even though the Partner will have access to the contact details of Customers on funeraLINK, this does not give the Partner the right to copy, use or exploit the Customer information for any other purpose and particularly does not give the Partner the right to send the Customer marketing or promotional communications. Breach of this Clause will be a material breach of contract.

4. The Partner may collect Customer information separately and directly by itself (for example, where Customers have booked Partner Services otherwise than through use of the Funeralbooker Services, or where the Partner has separately directly asked the Customer for their data), in which case, in respect of that data, the Partner shall be the data controller of that Customer information for the purpose of the DPA.
5. When the Partner is processing “personal data” as a “data processor” (both as defined by the DPA) for Funeralbooker (i.e., data on funeraLINK used in Booking to fulfil Bookings) the Partner shall:
 1. process the personal data only in accordance with instructions from Funeralbooker (which may be specific instructions or instructions of a general nature);
 2. comply with all applicable laws;
 3. process the personal data only to the extent and in such manner as is necessary or as is required by law or by any regulatory body;
 4. implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 5. take reasonable steps to ensure the reliability of its staff and agents who may have access to the personal data;
 6. not cause or permit the personal data to be published, disclosed or divulged, or transferred to a third party or to be transferred outside of the European Economic Area without the prior consent of the Customer; and
 7. notify Funeralbooker within five (5) working days if it receives a request from a data subject (as defined by the DPA) to have access to that person’s personal data or a complaint or request relating to Funeralbooker or the Partner’s obligations under the DPA.
6. This Clause shall survive the termination or expiry of this Agreement.

10. PARTNER WARRANTIES AND INDEMNITY

1. The Partner shall provide Funeralbooker with any Partner Content it reasonably requires to be provided with in order to supply the Funeralbooker Services.
2. The Partner warrants that all Partner Content it supplies to Funeralbooker in connection with this Agreement and/or publishes (or provides to Funeralbooker for publication) on the Website (and the Distribution Channels, if applicable) will be accurate in all material respects and shall not infringe any other person’s rights (including Intellectual Property Rights) or be defamatory, unlawful,

offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency.

3. The Partner hereby grants Funeralbooker the right:
 1. to use and publish the Partner Content in connection with the provision of Funeralbooker Services;
 2. to remove, edit, cut-down or otherwise amend Partner Content published on any Pages, including without limitation where such Partner Content does not, in Funeralbooker's opinion comply with the warranties at Clauses 9.1 and/or 9.2, or is otherwise in breach of the terms of this Agreement; and
 3. to bid on "Pay Per Click" terms and adwords and make use of search engine optimisation services etc. that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in connection with the Partner Services.
4. The Partner warrants, represents and undertakes that it shall comply with all applicable laws and advertising regulation in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in connection with the provision of Partner Services).
5. The Partner hereby agrees to indemnify, keep indemnified and hold harmless Funeralbooker and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), and expenses associated therewith (including the payment of reasonable legal charges and disbursements) arising out of or in connection with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third party relating to the Partner Services provided (or not provided), or actions (or failure to act), of the Partner or any person (other than Funeralbooker) acting on its behalf, including, without limitation any action brought in connection with any Partner Content or a Customer visit to the Partner's venue.
6. This Clause 10 shall survive the termination or expiry of this Agreement.

11. TERM OF THE AGREEMENT

1. The term of this Agreement is one year commencing on the Effective Date and will continue to renew automatically for successive one year terms unless terminated in writing on not less than 30 days' written notice by either party, such notice to expire only at the end a one year term.
2. Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:
 1. the other party commits a material breach of any of the provisions of this Agreement and either that breach is not capable or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after

- receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
2. the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
 3. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 4. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration Booking;
 5. that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
 6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
 7. the other party ceases, or threatens to cease, to carry on business.

12. CONFIDENTIALITY

1. Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which information is proprietary and confidential to the other party ("**Confidential Information**").
2. Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the term of this Agreement or at any time thereafter, without the prior written consent of the owner of the Confidential Information, directly or indirectly, to use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.
3. The terms of and obligations imposed by this Clause 12 shall not apply to any Confidential Information which:
 1. at the time of receipt by the recipient is in the public domain;
 2. subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
 3. is lawfully received by the recipient from a third party on an unrestricted basis; or
 4. is already known to the recipient before receipt hereunder.
4. The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or Booking of a competent authority.
5. This Clause shall survive the termination or expiry of this Agreement.

13. LIABILITY

1. Subject to Clause 13.2, Funeralbooker's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Commission payable to Funeralbooker hereunder. Further, Funeralbooker shall not be liable for any loss of income or profits, loss of contracts or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
2. Nothing in this Agreement shall exclude or in any way limit Funeralbooker's liability for fraud or for death or personal injury caused by its negligence or for its wilful default or any other liability to the extent the same may not be excluded or limited as a matter of law.
3. This Clause shall survive the termination or expiry of this Agreement.

14. MISCELLANEOUS

1. All rights to the Website and the content on it (save for Partner Content) (and all other Intellectual Property Rights belong to or licensed to Funeralbooker) remain vested in Funeralbooker at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith.
2. In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform Funeralbooker of the relevant new personnel's contact details.
3. Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three working days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.
4. Any valid alteration to or variation of this Agreement must be in writing and signed on behalf of each of the parties by a duly authorised officer.
5. The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint venturers or co-owners.
6. Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).
7. A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

8. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.
9. If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
10. This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.
11. This Agreement shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this Agreement.

SCHEDULE A – PRICING TABLE

<u>PRICING</u>	<u>DEFINITION</u>	<u>VALUE</u>
Commission charged by Funeralbooker on a Booking and paid by the Partner	The percentage shown of the sum of all the Charges on the Final Invoice minus any fees or costs included on the Final Invoice relating to crematoria fees, cemetery fees (including plot purchase and internment), medical certificate fees and any other fees as agreed from time to time between Funeralbooker and the Partner.	<ul style="list-style-type: none"> ▪ 10% for all Partners whose Effective Date is before the Website launch date valid for 12 months from this launch date ▪ 15% for all Partners whose Effective Date is after the Website launch date

SCHEDULE B – PAYMENTS TABLE

<u>PAYMENT</u>	<u>DEFINITION</u>	<u>WHEN IS IT COLLECTED?</u>	<u>HOW IS IT PAID TO THE PARTNER?</u>
Deposit Payment	10% of all the Charges on the Agreed Invoice	Collected by Funeralbooker on Booking Confirmation	In full, within one working day of receipt
Pre-funeral Payment	40% of all the Charges on the Agreed Invoice	Collected by Funeralbooker 3 days before the Funeral Date	In full, within one working day of receipt
Final Payment	Sum of all the Charges on the Final Invoice minus the sum of the Deposit Payment and the Pre-funeral Payment	Requested by Funeralbooker within 7 days after the Funeral Date	In full, minus any Commission owed, within one working day following receipt