

## OUR TERMS FOR THE JUNK MAIL SUPPRESSION 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 1 Angel Square, Manchester, M60 0AG.

**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.

**Deceased** – the individual whose Death Certificate is provided by the Customer to the Bereavement Advice Centre.

**Deceased's Information** - the home address, email address and telephone number(s) of the Deceased as provided by the Customer.

**Millennium Junk Mail Database** - a database of information maintained by Wilmington Millennium Limited which can be accessed by third parties to be used for direct mail suppression along with prevention of mortality fraud and identity theft.

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

**Service** – the collection and onward transfer of the Deceased's Information to the Millennium Junk Mail Database 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 the Deceased's Information 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 the UK.

### 4. WHAT WE REQUIRE FROM YOU

- 4.1 The Customer must be over 18 years of age and have authority to transfer the Deceased's Information to the Millennium Junk Mail Database.
- 4.2 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 The Service is the collection and onward transfer of the Deceased's Information to the Millennium Junk Mail Database only.
- 5.2 By requesting the Service, you consent to the transfer of the Deceased's Information to the Millennium Junk Mail Database.
- 5.3 The Bereavement Advice Centre is not responsible for the use of the Deceased's Information by Wilmington Millennium Limited or third parties who access the Millennium Junk Mail Database
- 5.4 We cannot guarantee that third parties will consult the Millennium Junk Mail Database or that direct mail will cease following conclusion of the Service.

### 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 are owned by Co-operative Group Limited. Information on how the Co-op Group uses the information it collects from members is set out at [co-operative.coop](http://co-operative.coop). The information we collect about you is separate to the information collected by the Co-op Group. We are committed to ensuring the privacy and security of the information we hold about you. Unless necessary for the performance of our agreement with you and as set out below, we will not share this information in a format which identifies you, with Co-op Group or any third party.
- 9.2** We will use the personal information including the Deceased's Information that you provide to us to supply the Service to you and for related purposes including updating and enhancing client records, analysis to help us run our business, statutory returns, service quality checks, market research and to maintain legal and regulatory compliance. We may monitor and record phone calls for quality, security and training purposes.
- 9.3** We may use your contact information to contact you about related services that we 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. You can stop or change your marketing preferences at any time 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)

- 9.4** 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.
- 9.5** If you believe that we are storing details relating to you and these details are incorrect or you wish us to remove them, please contact us to let us know. You have a right to request a copy of the personal data we hold about you. If you wish to make a request please contact us as set out above.
- 9.6** Our full privacy policy is set out on [www.bereavementadvice.org.uk](http://www.bereavementadvice.org.uk) or is available free of charge by writing to us at the above address.

## **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 we 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) operates 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.