

Terms and Conditions

These are the terms and conditions on which we will provide the funeral services that you have requested from us.

Please ensure that you read these terms and conditions carefully and check that the details set out are complete and accurate, before you sign.

By signing these terms and conditions, you accept full liability and agree to be fully responsible for the cost of the funeral arrangements.

1. Eligibility

1.1 When arranging a funeral, it is important that you are authorised to give us the instructions we need to arrange the funeral on your behalf and that you can make decisions regarding the funeral details. As a person making and confirming the funeral arrangements with us, you are also the person responsible for making the payment to us.

1.2 By signing this agreement you confirm that you;

1.2.1 Are over 18 years old

1.2.2 Are authorised to make funeral arrangements

1.2.3 Are not aware of any person who may disagree that you had the authority to make the funeral arrangements; and

1.2.4 Will make payment to us as set out in this arrangement.

2. Our Terms

2.1 We are here to help you arrange the funeral you want for the person who has died. This agreement is confirmation of the arrangements you have chosen.

2.2 We have set out this agreement as clearly as possible to ensure that you understand the conditions on which we will arrange the funeral on your behalf. If you do not understand any part of this agreement, please speak with one of our employees who will be happy to explain them to you. The agreement between us is in writing so that you and we are clear what has been agreed. Therefore any changes to it must be in writing, signed by both you and us.

3. Cost of Funeral

3.1 The final cost of the funeral shall be the total of;

3.1.1 Our professional charges (as described in "our professional charges" section below.

3.1.2 Any external payments, as described in the "External payments" section below.

VAT is not payable on the services, but may be payable for certain elements of the funeral which we arrange on your behalf and which may be provided by external suppliers, for example, floral tributes, stationary or catering. Please see the "External Payments" section for more information. Where VAT is payable on an element of the service we provide to you, it will be charged at the prevailing rate.

We will include any cost revisions we may agree with you either orally or in writing. These revisions are explained further in the "Estimates, Revisions and Reductions" section below.

4. Our professional Charges

***(Restrictions apply when the Simple funeral is selected)**

4.1 The following services are included in all our Standard Professional Charges, but not necessarily the simple funeral.

Our Service To You. Our staff, premises, facilities, services and expertise will be available to you whenever you require them during office hours and via telephone and appointment outside these hours. We will visit you at home if you prefer to discuss your requirements there. We will advise and guide you on all aspects of the funeral and liaise with third parties on your behalf. We will prepare, collect and distribute all the documentation and pay on your behalf all 'External Payments' necessary to allow the funeral to legally proceed at your chosen setting. We will administer charitable donations on your behalf and can provide at an additional cost a range of services including, floral tributes, newspaper notices, printed stationery etc. We will make arrangements for cremated remains as you instruct to include if required collection from the crematorium. We will remain available for any aftercare, advice or guidance, or additional services as required.

Our Service to the person who has died: We will bring the person who has died into our care at the soonest available time using our own fully trained people and specialist vehicles and equipment. The person who has died will be treated with the upmost care, respect and dignity throughout and will rest in specific areas inside our funeral home to ensure an appropriate environment at all times. We will wash and prepare the person who has died in full accordance with your wishes. We will address them in their own clothes if provided or you can choose something suitable. We will follow any instructions given regarding presentation, including your wishes on hairstyles, make up and appropriate personal effects. You are welcome to visit the person who has died in our funeral home by appointment or arrangements can be made for them to be brought home for you to say your goodbyes. **(Conditions and charges may apply)**

Our Embalming Service: We will ensure every available care is taken to delay the natural processes that occur after death. However we do recommend embalming for the peace of mind embalming can bring. You will be advised on this and we will require your consent.

Your appointed Funeral Director: One of our own experienced and trained funeral directors will be appointed to personally oversee your chosen arrangements and will guide you every step of the way. You will be contacted by them prior to the day of the funeral and if appropriate they may wish to meet you prior to the day of the funeral to ensure your requirements are met, confirm the arrangements are in place and any changes to your instructions are recorded. The day of the funeral they will be present at your side to supervise the occasion and direct all in attendance accordingly. They will ensure sufficient pall bearers are available and instructed to escort the coffin with dignity and

respect. Your funeral director will ensure your instructions for floral tributes, collection of donations, printed service stationary, music and other arrangements are followed on the day.

Our Hearse: We will provide our own traditional chauffeur driven hearse to convey the person who has died in accordance with your wishes. We will discuss with you any specific requirements regarding the route of the cortege and try to accommodate where possible. Alternative styles of hearse are available on request.

Our limousines: We can provide as many chauffeur driven limousines as required to drive the family and mourners as per arrangements. They will also return you home or to a local destination of your choice after the service.

Our additional Services: We offer a range of additional services to compliment your arrangements. Prices for some of these are shown on our price list.

4.2 The Simple Funeral. We offer a simple funeral package which is economic and only offers the basic services and facilities. **The simple funeral includes;** Bringing the person who has died into our care during office hours and within 20 miles. Looking after the person who has died in a controlled environment and arranging a basic funeral. Providing a basic hearse and staff to convey the person who has died from our premises directly to the nearest cemetery or crematorium. **The simple funeral does not include;** Access to our premises or chapels of rest, or any other service of facilities outside of normal office hours. Bringing the person who has died into our care outside normal office hours, this will involve additional charges. Embalming services are available at an additional fee. Limousines are not available and mourners will need to make their own way directly to the cemetery or crematorium. There is no choice of coffin, the simple funeral includes "the Ashford coffin" and this can not be changed. There is limited choice in date and time for the service, it is to be held at a time suitable to ourselves. We will not be able to collect or store cremated remains for you. We are not able to administer on your behalf the collection and forwarding of charitable donations. We are not able to arrange the placing of obituaries in the newspapers. The disbursement payments need to be paid to us within 3 days of making the arrangements and full payment needs to be made before the day of the funeral.

5 External Payments

5.1 We use external suppliers to provide certain elements of the funeral services for example the minister or officiant, florists, caterers, cemeteries, crematoriums etc as you instruct us to. We will make all the arrangements with these people on your behalf to save you time and effort of having to make them yourselves.

5.2 External payments are required to pay for the external suppliers. These payments are in addition to our professional fees. External payments sometimes include a small referral fee which is paid to us.

5.3 Our external suppliers sometimes require us to settle any payments owed to them before the funeral takes place. Therefore, we require a deposit of the external fees plus 30% to be paid within 3 days of making the arrangements to secure the services.

5.4 VAT may be included in the external payments paid to or suppliers

6. Estimates, Revisions and Reductions

6.1 We will provide you with a confirmation of arrangements and estimate of costs after we have made initial arrangements.

6.2 Where you have not fully decided on a particular service (for example what type of order of service you want) then we will give you an estimated price for that service. Our estimate is based on the prices we have shown or told you for the different options and what you have told us about what you would like.

6.3 We will contact you closer to the date of the funeral to take instructions on any outstanding decisions. Once we have your instructions we will change the price according to the final figure that the suppliers have given us for your finalised choice. We will confirm your final decision with you orally, if possible in writing as well. Any additional costs will be clearly marked on the invoice. Should we later disagree over the price of these arrangements then you agree, as a minimum, the estimated price is reasonable.

6.4 If you have not yet confirmed a particular arrangement, please do so as soon as possible, in any event no later than **24 hours** before the funeral, otherwise it may not be possible to carry out the arrangements. If you believe that the arrangements provided are not what you confirmed, you should tell us at once (preferably in writing) as it will not be possible to make changes, or alter our charges, after the event.

6.5 For any arrangements made by us on your behalf with external suppliers, we reserve the right to charge reasonable additional amounts, or revise our costs for certain items or services. These include but are not limited to the following circumstances

Where you change the arrangements, for example opt for a more expensive floral arrangement. If you request the funeral to place on a weekend, public holiday or unusual hour, we may need to charge extra for providing this service

If a doctor or officiant's fees are more than the estimated amount, you will be responsible for any extra amount. We may also charge reasonable extra amount's for; Removing mechanisms such as pacemakers which we are required to do before cremation to reflect the effect of any change in regulations, laws, tax or general acceptance of practice that may affect the cost of the funeral

6.7 Reductions will occur where you notify us, preferably in writing, that you no longer require one or more of the services or items you initially indicated, and the cost has not been incurred by us. For example, if you notify us that you no longer require flowers and you have given us sufficient time to cancel the flowers without incurring any cancellation costs.

7. Payment

7.1 You can pay the bill in full or in part at any time before the funeral takes place. When you make arrangements, we will ask you for a minimum payment in advance, which will be the disbursements plus 30%.

7.2 The deposit is required to be paid within 3 days of making arrangements. Until this has been paid the arrangements are classed as provisional and may be changed if payment of the deposit is delayed. Arrangements can only be considered as confirmed once the deposit has been received and funds cleared.

7.2 We will send you a final invoice confirming the costs of the funeral within seven days of the funeral. This invoice will be itemised so that you can see clearly what we arranged for you and what you need to pay for. Any payments you have already made will be subtracted from the final amount and shown on the invoice. You must pay the final invoice as soon as you receive it. You can pay by cash, cheque or debit/credit card.

7.3 If you send our invoice to a solicitor or someone for payment by them, please let us know in advance. Please remember that you will remain responsible for payment even if you pass it to someone else to pay.

7.4 If you have made or intend to make an application for a DWP funeral payment or any other financial assistance or grant to help pay for the funeral, it is likely that it will only cover part of the funeral amount you owe us. In some cases application for any of these may not be

successful or only partly successful. It is important to remember that in any of these cases you will remain responsible to us for payment of any outstanding money.

7.5 If you or the person you are expecting to pay do not make the full payment due to us by the due date, we may charge interest on the overdue amount at a rate of 8% a year for, if different, such other amount as may be prescribed by the late payment of commercial Debts Regulations 2002 or any amended or successor legislation.

Plus reimbursement costs of any expenses made by us, unless we have made alternate arrangements with you. This level of interest will be charged from the date the invoice was due until the date it is repaid in full you must pay the interest along with the outstanding amount.

7.6 Please note if the invoice remains outstanding for 60 days of delivery we may ask another company to collect or receive outstanding payments on our behalf. However if you dispute an invoice in good faith and contact us to let us know promptly after you have received the invoice, we will not charge interest or pass it on.

7.7 We may carry out credit checks on you, whether before or after entering into this agreement. Depending on the outcome of these checks we may ask for full payment in advance.

8. Valuables

8.1 To avoid the risk of loss or damage to the jewellery or valuables of the person who has died, we would advise that you remove such jewellery or valuables from the site and keep them safely in your possession. In particular we would advise that valuables or jewellery are not displayed for viewing. If you decide to leave jewellery or valuables with the person who has died you do so at your own risk.

8.2 You should not assume we are aware of jewellery or other valuables on the person who has died. Even if we are aware of them we can not take responsibility for their safekeeping.

9. Our liability to you

9.1 If we fail to comply with this agreement, we are responsible for and only for, loss or damage you suffer that is a foreseeable result of our breach of the agreement or our negligence.

9.2 Your statutory rights are not affected by any statement contained in this agreement, in particular your rights are not affected by any provision which may have the effect of limiting our liability to you in the event that any service we provide is defective or fails to correspond with the description of the services we have provided. Advice about your legal rights is available from your local citizens advice bureau or trading standards office.

10. How to contact us

10.1 If you wish to contact us about the arrangements for a funeral or to discuss something you are not happy with, then you can always come to see us in person at 130 Petersfield Avenue, Harold Hill Romford, RM3 9PH or call us on **01708 373635 (24hr service)** and we will be happy to deal with any query or questions you have.

11. Right to Cancel

11.1 You have the right to cancel this agreement within seven days of entering into it (Cancellation Period). If you wish to cancel this agreement then you need to put in writing your wish to cancel, including the reason and bring it into our office at the above address.

11.2 Your signature on the arrangement is your written authority for us to carry out the services you have asked us to provide. It also indicates you would like us to start performing these before the end of the cancellation period. If you choose to cancel then you will still be responsible for any costs we have incurred whilst carrying out the services arranged.