

FUNERAL SERVICES TERMS AND CONDITIONS OF BUSINESS

1. Our Contract with you

- 1.1 Our acceptance of your instructions will take place when we receive your signed Funeral Service Estimate of Charges form, at which point a contract will come into existence between you and us.
- 2.2 We can only accept instructions for services from individuals who are at least 18 years old. We will only return the cremated remains to the client detailed on the Funeral Service Estimate of Charges. We will return them to a nominated representative if written permission is provided by the client detailed on the Funeral Service Estimate of Charges.

2. Our Services

- 2.1 You have instructed us to provide services to you in relation to the funeral of the deceased, (who is identified in the Funeral Service Estimate of Charges). Our services will typically include (but are not limited to) care and preparation of the deceased, arranging funeral cars and flowers, and arranging and conducting the funeral service as detailed in the Funeral Service Estimate of Charges.
- 2.2 We have agreed with you the specific services you require us to undertake in relation to the funeral and these services are detailed in the Funeral Service Estimate of Charges.
- 2.3 We will carry out the services with reasonable care and skill and in accordance with good practice. If specific goods or services are not available we will make every effort to provide substitute goods or services of equivalent quality.
- 2.4 If we are unable to provide the services within the timescale agreed by us due to an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. We cannot guarantee that our performance of the services will not be delayed (for example, but not limited to, if the church or crematorium is not available at the agreed time). Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services that you have paid for but not received.
- 2.5 We will do our best, to take care of any valuables which we may be asked to hold, display and /or use as part of the funeral arrangements but we may, at our option, refuse to handle the valuables if this is not practicable.
- 2.6 Risk of loss or damage to the valuables you ask us to hold in accordance with condition 2.6 will pass to you at the point we return the valuables to you (or your third party nominated representative if applicable). We may refuse to return valuables to third parties if we are unsure if they are authorised by you to receive them.

3. Third Party Services

- 3.1 Where we instruct third parties to provide a service we will ensure the service provided is of a suitable standard.
- 3.2 We shall not be liable to you for any errors in the service provided by a third party which are beyond our reasonable control.

4. Your Right to Make Changes

- 4.1 If you wish to make changes to the service, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see condition 6).

5. Our Right to Make Changes

- 5.1 We may change the services to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements. These changes will not affect the service you receive.

6. Your Rights to End the Contract

- 6.1 You may contact us at any time to end the contract for the services, as described below. Please note that in some circumstances we may charge you for certain services already provided for example conveyance and care of the deceased.
- 6.2 If you are ending the contract for a reason set out below, the contract will end immediately, and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
 - 6.2.1. we have told you about an upcoming change to the service (as requested by you) which you do not agree to (see condition 4.1);
 - 6.2.2. we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;
 - 6.2.3. there is a risk that the services may be significantly delayed because of events outside our control;
 - 6.2.4. you have a legal right to end the contract because of something we have done wrong.
- 6.3 Where we have entered into this contract at your home or somewhere other than our premises, you have a legal right to change your mind within 14 days (cancellation period) and receive a refund. Please use the Notice of the Right to Cancel box at the end of these terms.
- 6.4 You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running.
- 6.5 Even if we are not at fault and you do not have a right to change your mind (condition 6.3), you can still end the contract before it is completed, but you may have to pay us compensation. If you want to end the contract before it is completed where we are not at fault, and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

7. Our Right to End the Contract

- 7.1 We may end the contract at any time in writing to you if:
 - 7.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - 7.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services
- 7.2 If we end the contract in the situations set out in condition 7, we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

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8. Costs

- 8.1 An estimate of the costs of our services and any third party fees is provided on the Funeral Service Estimate of Charges (which includes VAT).
Please note that this is an estimate only and is not a fixed quotation.
- 8.2 We will advise you of any increase to the cost of the services before we incur those costs if it is practicable for us to do so (for example, but not limited to, it will not be practicable to advise you of the additional costs if you ask us to change the funeral arrangements on the day of the funeral).
- 8.3 You are liable to pay all the costs and third party fees we incur on your behalf in providing the service.

9. Payment

- 9.1 We will invoice you for our services within 7 days of the date of completion of the services. Payment is due within 21 days of the date of our invoice. We may, however, ask you for payment on account before commencing the services which may be used towards payment of third party fees.
- 9.2 We accept payment by cash, cheque, debit or credit card. Payment in cash must be made during our office hours by the person who instructed us and must be handed to and receipted by a member of our staff.
- 9.3 If our invoice remains unpaid for more than 60 days we reserve the right to refer the debt to a debt recovery agency for recovery and to charge you interest on the outstanding sums at an annual rate of 8%. You will be responsible for all reasonable costs incurred by us to recover such debt.
- 9.4 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.
Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 9.5 If you send our invoice to a third party for payment (for example, but not limited to, a solicitor or insurance provider), you must advise us that you have done so and provide details of that third party. Please note that even if you send our invoice to a third party you will remain liable to us for our charges and third party fees we incur providing the services.
- 9.6 If you make an application for a Funeral Payment from the Social Fund via the Department of Work and Pensions please note that, even if the application is successful, any payment you receive is unlikely to cover the whole cost of our services.

10. Our Responsibility for Loss or Damage Suffered by You

- 10.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking 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.
- 10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability to death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 10.3 We are not liable for business losses and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. Other Important Terms

- 11.1 We will only use your personal information as set out in our Privacy Policy.
- 11.2 We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 11.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 11.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

12. Notice of Cancellation

- 12.1 You agree that we may start to perform the services before expiry of the cancellation period set out below.

NOTICE OF THE RIGHT TO CANCEL

Business name and company number:

Client name:

You have a right to cancel the contract if you wish. This right can be exercised by delivering, or sending a cancellation notice to us at the address provided below at any time within the period of 14 working days starting on:

Date:

Your notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You agree that we may start to perform the services before expiry of the cancellation period. You will be liable to pay to us a fair proportion of our fees and all third party fees we have incurred on your behalf if you cancel the contract. Below are the contact details of the person to whom the cancellation notice may be given:

Name:

Address:

RUDSTONS of HESSLE LTD

Funeral Directors

Family Business Established 1865



OUR COMPLAINTS PROCEDURE

In the unlikely event that you have a complaint about any part of the service we have provided,
we would always ask that you speak to us about it first.

Our Director is Mark Rudston. Mark can be contacted on (01482) 649065
or alternatively at rudstonsofhessle@hotmail.co.uk

