

Terms and conditions

Our Company Owens Funeral Service Thrive to provide a high standard of service thru transparent pricing, obligations, and responsibility to our clients

1 **Estimates and Expenses**

1 Chapel Visits and Embalming are optional extras. It is our company policy to inform you the Client that Embalming will take place if chapel visits are required

Additional charges will apply for coffins measuring 6'1x22'. Please ask for details

1.1 The estimate attached sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, based on the information and details provided by you at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties are involved and may change their rates or charges which is out with our control.

1.2 We may not know the total sum of third-party charges in advance of provision of the services; however, we will give you a best estimate of such charges prior to the provision of the services in the written estimate. The actual amount of the charges will be detailed and shown in the final account.

1.3 If you amend your instructions in terms of the services, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published in our current price list.

1.4 We will add VAT to our charges, where applicable, at the current rate when we prepare the estimate and final account.

1.5 On occasion we may also charge you an administration fee. For example, we will charge you an administration fee where we receive a cheque from you which is subsequently not honored or if we write to remind you that an account is overdue. A late payment fee may be added to the account if the balance remains unpaid seven days after the funeral has taken place. If we instruct debt collection agents, we may also recover from you the fees we incur. Further details regarding these fees are available on request.

2 **Payment Arrangements**

2.1 We will issue you with an invoice for payment in relation to any services provided or undertaken.

2.2 The payment of an invoice is due within 7 days of date of our invoice, unless otherwise agreed by us or unless you optioned for one of our fixed costs, simplified or standardised funerals arrangements, when the deposit requirements and payment terms will be much shorter.

2.3 **For Fixed Cost Direct Funerals:**

Direct cremation funerals are to be paid in full upon making the arrangements

2.4 **For Standardised Funerals:**

A 50% deposit is required when you engage the service, with the remaining balance due 7 days prior to the funeral commencing. Unless previously discussed

3 **Indemnity and Liability**

3.1 You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice.

3.2 We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising.

3.3 Nothing in these Terms shall exclude or limit our liability for death or personal injury caused because of our negligence, breach of contract or otherwise.

4 In consideration of the welfare and safety of you, your family, and your friends, we may provide guidance on the maximum weight that should be carried to ensure a coffin is lifted and transported safely, in accordance with government guidelines.

5 **Data Protection**

5.1 Words shown in italics are defined in the Data Protection Act 2018 (the "**Act**").

5.2 We respect the confidential nature of the information given to us and, where you provide us with *personal data* ("**data**"), we will ensure that the data will be held securely, in confidence and processed only for the purpose of carrying out the services.

5.3 To provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly.

5.4 Further details regarding these third parties are available upon request and are noted in our privacy policy.

5.5 Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

6 **Cooling-Off Period**

- 6.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the “**Cooling-off Period**”). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must tell the person named Owens funeral service , in writing at the time of your initial instruction.
- 6.2 If you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

7 **Termination**

- 7.1 The services may be terminated before the services are delivered:
- 7.1.1 by us if you fail to honor your obligations under these Terms; and
 - 7.1.2 by you communicating to us in writing, ether email or post that you are terminating your instructions and engagement of the services.
- 7.2 You must tell the person named Owens’s funeral service, in writing as soon as practicable of any termination.
- 7.3 If we or you terminate the services you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

8 **Standards of Service**

- 8.1 The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action.
- 8.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to standards@saif.org.uk.
- 8.3 Although we endeavor to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Therefore, we endeavor to meet all dates and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.
- 8.4 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

9 **Agreement**

- 9.1 Your instructions will not create any rights enforceable by virtue of the Contracts enforceable by virtue of the *Contracts Rights of Third Parties Act 1999* by any person not identified as our client.
- 9.2 If any of these Terms are unenforceable as drafted:-
- 9.2.1 it will not affect the enforceability of any other of these Terms; and
- 9.2.2 if it would be enforceable if amended, it will be treated as so amended.
- 9.3 The parties agree that these Terms along with estimates and services accounts constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter
- 9.4 Notwithstanding anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.
- 9.5 Our liability is excluded to the maximum extent permitted by law including any implied terms.
- 9.6 No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.
- 9.7 These Terms are subject to *English Law*. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms, you submit to the non-exclusive jurisdiction of the English courts.

10 **Additional legal requirements**

- 10.1 Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- 10.2 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £40.00 per bearer will be charged.
- 10.3 Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed.
- 10.4 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.
- 10.5 We will update our website with the details of your funeral services. You will be asked your preferences with the information to be displayed or kept as private.

- 10.6 Donation Companies including our on-line charitable donation processing partner, make charges for use of their services, currently 3.2 processing fee & card charges of 1.3 if applicable. Further details of these services can be provided and can be found on their website. Please advise us if you wish to use their services.
- 10.7 Offers. Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice.

Cremated Remains Collection

The collection and/or storage of cremated remains is permitted for a maximum period of **four weeks** following the funeral service.

Unless alternative arrangements have been agreed with the funeral director, charges will be incurred after this period.

A schedule of fees is available upon request.

DWP Funeral Support

Approval of a **DWP Funeral Payment** is not guaranteed.

Accordingly, a deposit is required to cover the disbursements paid out on your behalf. This deposit is typically **fifty percent (50%) of the total invoice**, in addition to full payment for any optional or additional services, including but not limited to **limousines and floral tributes**, which must be paid at the time of arranging the funeral.

The Funeral Director reserves the right to withhold the transfer of the deceased into their care until the required deposit has been paid in full.

By signing our Terms and Conditions, you provide **Owens Funeral Service** with full authority to transfer the deceased into our care and to proceed with the arrangements as agreed.

I have read and understood these Terms and Conditions.

Name:

Signed:

Date: