Hailsham Funeral Service

Terms of Business

We are a member of The Society of Allied & Independent Funeral Directors (SAIF), a private limited company with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB. We subscribe to SAIF's current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

For the purpose of these terms:

"**you**" or "**your**" means the person engaging the services; and

"**services**" means funeral arrangement, support and advice services provided by us.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the "**Terms**"), and you acknowledge you have read, understood and agree to be bound by these Terms.

1 Pricing Information

1.1 The price of an attended or unattended funeral is shown on our Standardised Price List and is based on a funeral for an adult aged 18 plus, or a standard size.

1.2 Our Additional Options Price List shows all the products and services we offer and their price ranges.

1.3 If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional charges may be incurred. Such charges can be found on our Additional Options Price List.

1.4 If you amend your instructions in terms of the services to be provided, 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 in accordance with prices published in our current price list.

1.5 Where charges are subject to VAT, this will be included in our quotation

1.6 Donation Companies including our on-line charitable donation processing partner, make charges for use of their services, currently 3.2% & card charges. Further details of these services can be provided and can be found on their website. Please advise us if you do not wish to use their services.

2 Payment Arrangements

2.1 We require a deposit to be paid which is the total amount of Disbursements (third party) costs to date following the arrangements.

2.2 The invoice for the balance will be sent to you after the funeral, and the sum must be paid within 30 days of receipt.

2.3 If you fail to pay our invoice in full on the due date for any of the services provided to you, we may charge you interest at a rate of 3% above our bank's Base Rate at the applicable time.

2.4 This interest will be calculated on a daily basis from the date the payment became due until payment is made. Interest will compound on the first day of each month.

2.5 We will seek to recover the costs of taking any legal action, when necessary, to recover any unpaid sums.

3. **Liability**

3.1 Nothing in these Terms shall exclude or limit our liability for death, personal injury, or any losses incurred by the client which have been caused as a result of our negligence, breach of contract or otherwise.

3.2 You will be liable to us for any losses we incur due to you not complying with these terms. For example, we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured, or if we write to remind you that an account is overdue. If we need to instruct debt collection agents, we will seek to recover from you any fees we incur. Further details regarding these fees are available on request. If we have to take legal action to recover our losses, we will also seek to claim our legal costs for doing so.

4. Data Protection

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

4.2 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.

4.3 In order to provide the services required, we may need to pass such data to third parties who are performing some of the services for you so that they may contact you directly.

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

4.5 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.

5. Your Right to Cancel

5.1 The following terms explain when you have the right to cancel a contract according to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

5.2 If your contract with us was negotiated and entered into away from our trade premises (for instance in your own home), or was negotiated and concluded at a distance (eg by telephone or email), rather than at the funeral director's office, then you have a right to cancel the contract for any reason, which expires 14 days after the day on which the contract was made.

5.3 If the contract was negotiated and concluded at the funeral director's office, you do not have the right to cancel the contract.

5.4 If the contract was negotiated at the funeral director's office and the paperwork taken away to sign at home, you do not have right to cancel the contract.

5.5 This clause applies where you visit our trade premises, but later conclude the contract at a distance (by phone or email). If the content of the agreed contract is significantly different from what was discussed face to face because your requirements have changed, then you have a right to cancel the contract for any reason, which expires 14 days after the day on which the contract was made.

5.6 If you decide to cancel the contract you must inform the person named below of your decision by letter or email, or by returning our cancellation form (found at the end of this document) to us within the 14 day period. Any money paid will be returned to you within 14 days.

5.7 In cases where you require our services to commence immediately, and before the cancellation period has expired, you must give your express permission for this by doing so in writing, by email, or by completing the attached form. You must also acknowledge that if the service is completed within the 14 day cancellation period, you lose your right to cancel once the contract has been completed in full.

5.8 In the event that you wish to exercise your right to cancel our services during the 14 day cancellation period, and before the contract has been performed in full, you must pay us for any work we have carried out prior to the cancellation.

6. Our Right to Cancel

6.1 The services may be cancelled by us if you fail to honour your obligations under these Terms.

6.2 If we 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.

7 Standards of Service

7.1 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 we are unable to resolve the problem to your satisfaction, SAIF provides a dispute resolution service which you can use as an alternative to legal action.

7.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or by email to standards@saif.org.uk or by visiting the SAIF website https://saif.org.uk/about-saif/complaints/.

8 Events Outside Our Control

8.1 We cannot be responsible for the performance of any third parties whose services do not form part of our contract with you. These may include, but are 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.

8.2 Neither party shall be liable for any delay in performing, or non-performance of its obligations under the contract if such delay or non-performance is caused by circumstances beyond the reasonable control of either party. Examples of such circumstances include acts of God, war, riots, a need to comply with any law or government order, disease, fire, or extreme adverse weather conditions.

8.3 Where it is known that an arrangement will not be met, we will attempt to contact you in advance, and advise you of alternative arrangements.

8.4 Where we have been instructed by emergency services to collect the deceased, we will seek to recover our costs from such emergency services.

9 Additional Legal Requirements

9.1 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.

9.2 Any clothing/effects, or inappropriate items found in the coffin during our final closing down procedure will be available for collection up to 7 days following the date of the funeral. Unclaimed items will be discreetly disposed of after this period unless otherwise agreed.

9.3 Instructions regarding cremated remains are to be issued by the cremation applicant.

9.4 We will update our website with the details of your funeral services. You will be asked your preferences for the information to be displayed.

9.5 Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability which will be advised within the offer. Offers may be amended or withdrawn without notice.

10 Collection of Ashes

Ashes will only be released by Hailsham Funeral Service to the Applicant, that being the same person who signed the Cremation Forms. If someone else is to collect the Ashes on your behalf, written confirmation of this will be required detailing their name, address and relationship to you. We will hold the Ashes for you, free of charge, for a period of 6 months. If no communication is received within this time, they will be returned to the Crematorium for an unwitnessed scattering.

If you have the right to cancel your contract (see Term 5), and wish to use the form below to do so, it must be completed and returned to us within 14 days of the date the contract was entered into.

MODEL CANCELLATION FORM

To (insert funeral director's name, address and email address):

I/We (*) hereby give notice that I/We (*) cancel my/our contract for supply of the following service,

Ordered on (*)/received on (*),

Name of customer(s),

Address of customer(s),

Signature of customer(s) (only if this form is notified on paper),

Date