

Company Terms and Conditions

CLIENT AGREEMENT

1. **My instructions:** I confirm that my instructions for the funeral are correctly reflected on the reverse of this sheet and I acknowledge the company's estimate of charges. I accept that if I wish to change any of the arrangements, I must contact the Company and changes will only be accepted from me. I accept that any such changes may require alterations to the estimate and that reasonable notice must be given to the Company.
2. **The Arrangements:** I acknowledge that the company is only responsible to me for those parts of the funeral arrangements, which it performs itself. I accept that, although the Company will, as a matter of course, make all other necessary arrangements with third parties on my behalf (such as with Ministers, Cemeteries, Crematoria, Etc. and will charge those services as disbursements on its invoice), it will do so as my agent. Accordingly the third parties involved will charge the company for these services and the Company will charge me for those shown as disbursements on their invoice at the suppliers normal rate.
3. **Date/Times:** I accept that all dates and times for the funeral cannot be guaranteed until final bookings are made and confirmed. I also acknowledge that, on occasion, the Company is forced to make other minor changes to funeral arrangements, due to reasons beyond its control. I understand that where possible, all such changes will be notified to me in advance, but that the Company cannot be held responsible for them and that the Company's charges will remain payable in full.
4. **The Final Charges:** I acknowledge that the Company's final account may vary from the estimate, to take account of the disbursement costs, which are shown on the Estimate as best estimates only. I agree that the Company may also add onto its final account, any charges for any additional items requested later. The totals shown on the estimate is on the basis of manual addition. Where addition errors on the face of the estimate are highlighted later, the Company reserves the right to charge the correct total.
5. **Payment of Charges:** As the signatory of this Contract, I agree to be personally responsible for paying the Company's charges and disbursements in full. This will be the case, also, for any balance of charges which (in applicable cases) is not discharged by the nominated payer, the DSS or out of the deceased's estate.
6. **Payment Terms:**
 - a) **The Company reserves the right to obtain from me, in advance of the funeral:**
 - i) Selected or all disbursement costs.
 - ii) All costs not covered by any expected Social Fund Grant.
 - iii) In the case of exhumation: The Company's professional charges and all disbursements.
 - iv) ALL Direct & Unattended funerals to be paid **IN FULL** at the time of arrangement.
 - b) **Any shortfall:**
 - i) In the expected Social Fund Grant (not covered by (ii)) are due for payment by me, within 7 days of receipt of the Social Fund Grant.
 - ii) In exhumation charges are due for payment by me, within 7 days of the exhumation.
 - c) **Payment of the final account** is due within two weeks from the date of the invoice.
7. **Overdue Accounts:** I agree to make payment in accordance with the payment terms specified in 6 above but acknowledge that, in the event that these terms are not met by me and any amount is still due for payment 2 weeks after the invoice date, the Company may
 - i) Add 5% to the outstanding balance and add a further 5% every calendar month thereafter to any outstanding balance on those dates.
 - ii) Hand the account to a Collection Agency or Solicitors and add their charges and fees to the outstanding balance OR
 - iii) Prepare the matter for Court and add all legal fees, Court fees, filing fees and associated charges to the outstanding balance.
8. **Cancelled Funerals.**

Any cancellation fees due to third parties will be due immediately.

Cancelled funerals not rearranged with the Company within seven days of the original due date of the cancelled funeral will result in all costs, as itemised below, being due for payment two weeks from the date of the invoice and are subject to the conditions as itemised above.

 - i) Charges for professional services provided by the company.
 - ii) All costs for requested goods and services supplied by the Company.
 - iii) All fees and disbursements already paid by the Company to third parties.
 - iv) Any subsequent cold storage necessary, pending rearrangement of the funeral, whether the rearranged funeral should be carried out by the Company or not.
9. **Complaints Procedure:** The Company is a member of the National Association of Funeral Directors and I accept that the complaints and conciliation procedures of the Association's Code of Practice will apply to this contract. However, I also understand that nothing in this contract impinges on my statutory rights under the Supply of Goods and Services Act 1882 and other legislation. Those rights remain unaffected.