

Terms and Conditions

1. DEFINITIONS

"The Company", "we", "us" and/or "our" means the funeral home named overleaf.

"The Client, "you" and/or "your" means the person or persons named overleaf contracting with the Company for the provision of the "The Service.

"The Service" means the provision by the Company of the Services set out overleaf.

2. ACCEPTANCE OF TERMS

2.1 All orders by the Client for the Service shall be subject to these Terms and Conditions to the exclusions of all other prior terms and all representations whether in writing or otherwise.

2.2 Estimates provided to the Client are not binding unless and until signed by the Client and countersigned by a representative of the Company.

3. PRICES

Certain items of the Service may be or may become subject to Value Added Tax (VAT) at the prevailing rate at the date of invoice. Where this is the case the Company shall charge the Client such VAT.

4. PAYMENT

4.1 Unless otherwise agreed in writing by the Company, full payment is due not later than 21 days from the date of invoice.

4.2 The Company requires FULL PAYMENT of disbursements and additional expenses in addition to 50% of the total Funeral Director's Services in advance of the funeral taking place (see 4.3)

4.3 The Company will make and administration charge of 2.5% of the remaining balance shown on the invoice which will be waived where invoices are settled in full within 60 days from the date of invoice.

4.4 **NO NEED TO WAIT FOR PROBATE.** If sufficient funds are available, settlement can usually be made directly from the deceased's bank account without having to wait for Probate.

4.5 **DWP PAYMENTS FOR FUNERAL EXPENSES.** Please inform us if you intend to claim assistance for funeral expenses from the Social Fund. These payments are a contribution towards costs and will not cover the entire cost of the funeral so there will be a balance to be paid by you. The rules for eligibility are complex and we suggest that you speak with your funeral arranger or your local DWP office for advice. In the event of an unsuccessful claim, payment of the full amount of the funeral account will be your responsibility.

4.6 Payment may be made by cash, cheque or credit/debit card (excluding American Express and Diners).

5. IF YOUR ACCOUNT IS FORWARDED TO A SOLICITOR / BANK

If your solicitor or bank asks you to forward the invoice to them, please notify us so that our records can be amended. You agree to instruct the solicitor or bank to settle our account within 21 days of the invoice date. Your solicitor/bank will confirm that there is no requirement to wait until Probate is obtained. In the event that the estate has insufficient funds to settle the account, or if there is any delay in releasing funds, responsibility for full payment of the account remains with you.

6. DISBURSEMENTS

The Company will act as agent for the Client in respect of disbursements (for example crematoria or cemetery fees etc.) and is authorised by the Client to pay such disbursements as they arise on behalf of and in the name of the Client. Any disbursements not settled by the Company will remain with the Client.

7. DISPUTES

Errors can occur. If you have any query about the account, please notify our staff as soon as possible so that the matter can be investigated. We promise to settle disputes quickly, sensitively and efficiently.

8. DATA PROTECTION

We respect the confidential nature of the information given to us and where you provide us with personal data ("data") as defined in the Data Protection Act 1998 ("the Act") we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our service, we may need to pass data to third parties where they are carrying out some aspects of the services for you. They may contact you directly. Under the Act, you have the right to know what data we hold on you and you can apply to us in writing to receive copies of that data.

9. RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the statutory right to cancel this contract where this contract is signed at a place other than our premises. By signing this agreement overleaf, you give authority for the performance of this contract to commence within the 14 day cancellation period and authorise the Company to immediately proceed to carry out the contract and to provide goods and services as specified overleaf. In the event that you exercise this right to cancel, you will be required to pay for the goods and services already supplied under the contract before the end of the cancellation period.

John Short and Son

3 High Street

Chasetown, Burntwood Staffordshire WS7 3XE

Company Number 4828980

NOTICE OF THE RIGHT TO CANCEL

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the statutory right to cancel this contract. This right can be exercised by delivering, or sending notice to John Short and Son at the Funeral Home address listed overleaf at anytime within 14 days, starting with the date of receipt of this notice. The notice of cancellation is deemed to be served as soon as it is posted or - in the case of electronic communication from the day it is sent. **In the event that you exercise this right, you will be required to pay for the goods and services already supplied under the contract before the end of the cancellation period.** You may use the cancellation form provided below only if you wish to do so.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the funeral home listed overleaf. You may use this form if you want to but you do not have to. Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

To: John Short and Son

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) **wish to cancel my/our (delete as appropriate) contract** as detailed overleaf.

Name of Deceased _____ Funeral Account Number _____

Signed _____ Date _____

Name and Address _____