

Terms of Business

“You” or “your” means the person engaging the services.

“Services” means funeral arrangement, support, and advice services provided by us.

Your continuing instructions constitute acceptance of these Terms, and you acknowledge that you have read, understood, and agree to be bound by them.

1. Estimates and Expenses

1.1

The attached estimate sets out the services we agree to supply. It is an indication of likely charges based on the information provided at the time. Charges may change, particularly where third-party costs vary.

1.2

We may not know the total third-party charges in advance, but we will provide a best estimate in writing. Actual charges will appear on the final account.

1.3

If you amend your instructions, we may require written confirmation. Additional charges may apply in accordance with our current price list.

1.4

VAT will be added where applicable at the current rate.

1.5

We may charge administration fees, for example where a cheque is not honoured or when issuing overdue account reminders. Debt collection fees may also be recovered. Details are available on request.

2. Payment Arrangements

2.1

We will issue an invoice for services provided.

2.2

Payment is due within 30 days of the invoice date unless otherwise agreed or unless you have selected a fixed cost, simplified, or standardised funeral, which may require earlier payment.

2.3

Fixed Cost Direct Funerals:

Payment is due in full before the funeral date.

Simple Funerals:

Full payment may be required when engaging the service, unless otherwise agreed, with the balance due within 30 days of the invoice.

Standardised Price & Traditional Funerals:

A 50% deposit may be required, with the balance due within 30 days of the invoice.

2.4

If payment is not received by the due date, we reserve the right to charge statutory interest at 8% above the Bank of England Base Rate (simple interest, accruing daily) under the Late Payment of Commercial Debts (Interest) Act 1998, plus a fixed debt recovery charge of £40, £70 or £100 depending on the debt value.

2.5

We may also recover legal costs incurred in recovering unpaid sums (unless a court orders otherwise).

3. Indemnity and Liability

3.1

You will indemnify us in full against all expenses, liabilities, losses, damages, claims, and reasonable costs (including legal costs) arising from your use of the services or any breach of these Terms.

3.2

We are not liable for any loss of profit, revenue, business, goodwill, anticipated savings, or any indirect, consequential, or special damages.

3.3

Nothing excludes or limits our liability for death or personal injury caused by our negligence or breach of contract.

4. Data Protection

4.1

Words in italics are defined in the Data Protection Act 2018.

4.2

We respect the confidential nature of information provided. Personal data will be held securely, in confidence, and processed only for providing the services.

4.3

We may need to pass data to third parties performing services on your behalf, who may contact you directly.

4.4

Details of third parties are available on request.

4.5

Under the Act, you may request copies of data we hold by applying in writing and paying a fee. You confirm you have permission to provide information relating to relatives and friends unless otherwise specified.

5. Cooling-Off Period

5.1

Under the Consumer Contracts Regulations 2013, you may cancel within 14 days of engaging our services. If you want services to begin within this period, you must confirm this in writing at the time of instruction.

5.2

If you cancel within the cooling-off period after receiving goods or services, you must reimburse us for associated costs.

6. Termination

6.1

Services may be terminated:

- By us, if you fail to honour your obligations

- By you, by notifying us in writing (text, email, or post)

6.2

You must notify the person named below as soon as practicable.

6.3

If services are terminated, you may be required to pay a reasonable sum for work carried out up to termination. This will be confirmed in writing.

7. Standards of Service

7.1

We aim to provide prompt service, but circumstances beyond our control may prevent us meeting specified dates or times. We will notify you where possible.

7.2

We are not responsible for the performance of third parties, including crematoria, councils, grave diggers, ministers, celebrants, florists, printers, vehicle hire, newspapers, hospitals, doctors, coroners, registrars, or repatriation providers.

8. Agreement

8.1

No third party has rights under the Contracts (Rights of Third Parties) Act 1999.

8.2

If any term is unenforceable, the remainder remains valid. If a term can be made enforceable by amendment, it will be treated as amended.

8.3

These Terms, together with estimates and service accounts, form the entire agreement.

8.4

Neither party is liable for delays caused by circumstances beyond reasonable control, including strikes, labour disputes, acts of God, war, riot, malicious damage, legal compliance, accidents, disease, epidemics, pandemics, fire, flood, storm, or adverse weather.

8.5

Our liability is excluded to the maximum extent permitted by law.

8.6

No variation of these Terms is valid unless in writing and signed .

8.7

These Terms are governed by English law. Any unlawful or void provision is severable. By accepting these Terms, you submit to the non-exclusive jurisdiction of the English courts.

9. Additional Legal Requirements

9.1

Inappropriate items found in a coffin during final checks will be discreetly disposed of.

9.2

If additional bearers are required due to coffin size or access issues, an additional cost of £45 per bearer will be charged.

9.3

Unclaimed clothing or effects will be disposed of after 7 days from the date of death unless otherwise agreed.

9.4

Instructions regarding cremated remains must be issued by the cremation applicant and remain their sole decision.

9.5

We will update our website with funeral service details. You will be asked for your preferences.

9.6

Special offers may have limited availability and may be amended or withdrawn without notice.