

ILES & VINCENT

FUNERAL SERVICES

Terms and Conditions

1) Estimates and Expenses

Our estimate is an indication of the charges likely to be incurred based on the information and details we know at the date of estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. We may not know the amount of third-party charges in advance of the funeral; however, we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account. If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list. Our normal practice is to ask for advance payment of our anticipated disbursements, as set out in the estimate. Any advance payment will be deducted from our final invoice.

3) Terms of Payment

The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms. Please note: We reserve the right to ask for full payment in advance before providing any of our services.

The Direct/Simple Funeral

Full payment for The Direct/Simple Funeral must be made at least 48 hours before the funeral. Failure to do so may result in the funeral arrangements being delayed or cancelled.

Traditional Adult Funerals

- a) A deposit payment of £1500 is due at least 48 hours before the funeral.
- b) An invoice for the remaining balance will be sent approximately three days after the funeral
- c) Payment is due within 21 days of the funeral date
- d) Payment methods: Cheque, credit/debit card, cash payment or BACS transfer.

Deposit

We would respectfully ask that a deposit amounting to £1500 is paid at least 48 hours before the funeral. Failure to do so may result in the funeral being delayed or cancelled. Final Invoice; if you fail to pay us in full on the due date, we may charge you interest; in accord with the Late Payment of Commercial Debts (Interest) Act 1998, before or after any judgment, unless a court order's otherwise. We may recover (under clause 3) the cost of taking legal action to make you pay.

3) Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms. This means that you are liable to us for losses we incur because you do not comply 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 instruct debt collection agents, we may also recover the fees we incur from you. Further details regarding these fees are available on request. We may claim those losses from you at any time and if we must take legal action, we will ask the court to make you pay our legal costs.

4) Data Protection & GDPR

We respect the confidential nature of the information given to us, and where you provide us with personal data, 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 services, we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on our behalf. When they no longer need your data to fulfil this service, they will dispose of the details in line with GDPR procedures. If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent, unless we are legally required to do otherwise.

5) Conduct

Our Code of Practice requires that we provide a high-quality service in all aspects. All dates and times provided cannot be guaranteed until final bookings are made and confirmed. Although we endeavour 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. Where this is the case, we will attempt to contact you in advance, using the details provided and advise you of alternative arrangements.

6) Disclaimer

Iles and Vincent Funeral Services Ltd will not under any circumstances be held liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third-party service provider.

7) Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business. Any waiver or variation of these terms is binding in honour only unless: - made (or recorded) in writing; - signed by one of our directors; and - expressly stating an intention to vary these terms. Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client. If any of these terms are unenforceable as drafted: - it will not affect the enforceability of any other of these terms; and - if it would be enforceable if amended, it will be treated as so amended. Nothing in these terms restricts or limits our liability for death or personal injury. English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive Jurisdiction.

8) Termination

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions. If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third-party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below: Termination within 2 days of due date for performing services – 100% of fees payable Termination within 1 week of due date for performing services – 50% of fees

Right to Cancel (Arrangements made in the client’s home only) You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time within the period of 2 days starting on the day of the arrangement. Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received

9) Disclosure of Interests

Iles and Vincent Funeral Services is a private limited company, registered with Companies House. There are two directors and shareholders: Anna Iles and Beverley Vincent. Iles and Vincent Funeral Services does not have any business or material financial interest in any price comparison websites.

10) Charitable Donations

Iles and Vincent Funeral Services will maintain a register of any charitable contributions or donations. This is available upon request.

Agreement

I, the applicant (print name),
of (address)

.....
.....

confirm I have read the above and agree to the terms listed.

Signed Date