

# **TERMS & CONDITIONS**

**Southall Funeral Service is wholly owned and operated by Jennifer Tiney, Michael Tiney & Ben Peacock**

**We are members of the National Association of Funeral Directors (NAFD) and The National Society of Allied & Independent Funeral Directors (SAIF) and subscribe to their current Code of Practice, copies are available upon request.**

## **Estimates & Expenses.**

The estimate sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred based on the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alternation, particularly where third parties change their rate or charges. We may not know the amount of third-party charges in advance of the funeral; however, we aim to provide the best estimate at the time. The total amount of charges will be shown in the final account.

## **Data Protection and GDPR.**

At Southall Funeral Service we respect the confidential nature of any information given to us, where you provide us with any personal data, we will ensure that all data received will be held securely. To provide our services, we may need to pass your information onto third parties, who are performing services for you, these third parties may contact you directly, to carry out your wishes regarding funeral arrangements. Under the General Data Protection Regulation (EU 2016/679 (GDPR) you have the right to know what data we hold on to and can apply in writing to us to receive copies of that data. Data is only kept for the minimal time as required by law. Please note personal data does not relate to the deceased person.

## **The right to arrange a funeral.**

Southall Funeral Service has no means to establish who has the legal right to arrange a funeral and will therefore enter a contract with any person that purports to have the authority to arrange the funeral, i.e. The next of kin, executor of the estate, or any nominated person by either the next of kin or executor of the estate, written authority must be provided. At Southall Funeral Service, we enter funeral arrangements in good faith on the basis that the person is entitled to make funeral arrangements. In any circumstances, where our client's entitlement to make funeral arrangements is called into question by a third party, we would allow reasonable time for the third party to seek legal advice on their position to make funeral arrangements. If proved our client does not have the authority to make funeral arrangements with ourselves, we will terminate our contractual relationship with them, however charges may still be payable for any services we have committed to do for them.

## **Clothing and personal effects.**

When Southall Funeral Service transfers a loved one into their care, any clothing worn unless instructions are received will be removed and disposed of. All underwear, socks and nightwear are, together with any soiled items of clothing will be removed and treated as waste and will be disposed of appropriately, all other clothing, excluding shoes (which are removed for cremation) are removed and held for seven days, after which time, if they have not been collected and without further notice will be disposed of by any means Southall Funeral Service, see fit. Any items left behind after a bathing ceremony will be stored for seven days, after which time, they have been collected and without further notice, these items will be disposed of by any means Southall Funeral Service, see fit.

All valuables and or any religious items left with the deceased person at the time of transfer into our care are recorded and dealt with in accordance to the client's wishes. When jewellery, valuables and or any religious items are placed in the coffin and or left in situ on or with the deceased person during any visitations, Southall Funeral Service are not responsible for its safekeeping and will not accept any liability in the event of loss or damage.

## **Advance payment of charges.**

Southall Funeral Service may require payment for some services in advance of the funeral date, if the client fails to make payment before the required date, the contract for the provision of those services will be deemed to be in breach of the contract and Southall Funeral Service may not provide these services or goods, we will only make new arrangements for these services or goods, once full payment has been received for these services or goods.

## **Payment of charges**

Southall Funeral Service will forward its final invoice to another person, be this a financial institution or a solicitor acting on

behalf of the client, when we have been instructed by the client to do this, however the client is still personally liable for making payment in full and simply forwarding the invoice will not discharge that liability. The client remains liable to Southall Funeral Service until full payment has been received. If the client makes a claim with The DWP Social Fund Payment, any shortfall is still the responsibility of the client.

### Payment Arrangements

Southall Funeral Service produces its final invoice as soon as reasonably practical after the funeral, (usually within seven days). The final invoice details all charges and disbursements and records any payments that have already been received. The final balance is payable within 15 days of the funeral unless other provisions of payment have been agreed by us in writing. We will request a deposit of 50% of the total costs to be paid before the date of the funeral. Southall Funeral Service retains the title for all services and or goods and third-party supplies in relation to the contract with the client, until full payment for the total invoice has been made.

If you fail to make payment in full by the due date of the invoice, we may charge interest.

At the rate of 1.5% per calendar month on the total of monies outstanding.

### Final dispersal of cremated remains and or disputes to cremated remains in our care.

Southall Funeral Service will follow the specific instructions received from the client regarding cremated remains and will store them for a maximum of 10 years at no charge to the client, after this time we will write to the last known address of the client, asking for further instructions, if nothing has been heard of after three months, Southall Funeral Service may scatter the cremated remains in a private ceremony.

If a dispute arises over an entitlement to collect cremated remains between our client and a third party, we will release the cremated remains to our client, unless we are made aware of facts that may call into question that our client is not entitled to collect the cremated remains, by a third party. We would allow the third-party time to seek advice from a member of a legal team, normally one calendar month to clarify the situation. If, however we subsequently find out that our client did not have or willfully misled us in relation to be able to collect the cremated remains or have made funeral arrangements, we will reserve the right to release the cremated remains to the cremation applicant or any other third party whom we deem appropriate.

### 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 honored or if we write to

remind you that an account is overdue. If we instruct debt collection agents, we may also recover from you the fees we incur. 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.

### 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 we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

Fully name of person making funeral arrangements: \_\_\_\_\_

Signature of person planning: funeral arrangements: \_\_\_\_\_

Date: \_\_\_\_\_