

Terms and conditions of business

These terms explain how Wealden Funeral Services will provide funeral services, goods and related arrangements, and the responsibilities we and our client each accept.

Effective from: 23 July 2026 **Last reviewed:** 23 July 2026 **Company number:** 12670306

IMPORTANT

Please read these terms before agreeing that we should act for you. They form part of your contract with us together with the written estimate and any later written changes that we both accept.

Nothing in these terms affects the legal rights given to you as a consumer.

1. About these terms

In these terms, “**we**”, “**us**” and “**our**” mean Wealden Funeral Services Ltd, trading as Wealden Funeral Services. We are registered in England and Wales under company number 12670306. Our registered office is 3 Browning Road, Heathfield, East Sussex, TN21 8DB. Our funeral home is at 3 Browning Road, Heathfield, East Sussex, TN21 8DB.

“**You**” means the person named as the primary client in our arrangement documents. “**The deceased**” means the person whose funeral or related arrangements we have been asked to provide.

The contract begins when we confirm that we have accepted your instruction to act. The contract comprises these terms, our written estimate, the arrangement documents and any written variation agreed afterwards. If there is an inconsistency, a specific written variation agreed later will take priority.

2. The client and authority

We will normally accept instructions from one primary client. You confirm that you are legally entitled to make the arrangements or have the agreement of the person who is entitled to do so. You are responsible for the instructions given to us and for paying our account.

You must tell us promptly about any question concerning your authority, the right to make the funeral arrangements, or the ownership of any grave, memorial, ashes or personal property.

If we receive conflicting instructions, or a reasonable dispute arises about who has authority, we may pause the affected arrangements until the issue is resolved. We will act sensitively, explain the practical consequences and take reasonable steps to avoid unnecessary cost. You remain responsible for reasonable costs already incurred under your authorised instructions.

3. Our services

We will provide the services and goods described in the written estimate and arrangement documents with reasonable care and skill. We will discuss the arrangements with you, explain material choices and keep you informed of significant changes.

Funeral arrangements can depend on information, permissions and availability controlled by third parties. Dates and times are not guaranteed until the relevant venues, officiants, authorities and suppliers have confirmed them.

You agree to provide complete and accurate information as soon as reasonably possible, check documents we ask you to approve, and tell us promptly if anything changes.

4. Estimate and changes

We will give you a written, itemised estimate based on the arrangements discussed. It will distinguish our charges from estimated third-party payments, commonly called disbursements.

If you request a change, or circumstances outside the original arrangements make a change necessary, we will explain any significant effect on price or timing and seek your agreement before proceeding wherever it is reasonably possible to do so.

Third-party charges may change after the estimate is issued. We will pass on the amount actually charged and tell you about a material change when we become aware of it. If an unforeseen decision is genuinely urgent, we may take reasonable action needed to protect the deceased, comply with the law or preserve the agreed funeral arrangements. We will tell you as soon as reasonably possible.

5. Payment

OUR STANDARD PAYMENT TERMS

- A deposit equal to 10% of our estimated charges, excluding disbursements, is due when we agree to act.
- The full amount of the estimated disbursements is due when you accept the estimate.
- The remaining balance must be received as cleared funds no later than three working days before the funeral service.

We accept cash, debit card, credit card and bank transfer. We may agree different arrangements with you in writing. Any such agreement applies only to the account identified in it and does not alter these terms generally.

Personalised products and other separately ordered goods are payable in full when ordered unless we agree otherwise in writing. Memorial work requires a 50% deposit when ordered, with the balance payable before installation.

If you expect payment from an estate, insurer, benefit, charity or another person, you remain responsible for paying us by the agreed deadline unless we expressly agree otherwise in writing.

6. Late payment

Please contact us promptly if you believe an invoice is incorrect or you may have difficulty paying. We will consider reasonable arrangements sensitively and will not apply late-payment charges while a genuine dispute about the relevant amount remains unresolved.

If an undisputed balance remains unpaid for 14 calendar days after its due date, we reserve the right, after written notice, to apply:

- a single administration charge of £25; and
- simple interest at 4% per year above the Bank of England base rate, calculated daily from the end of that 14-day period until payment.

These charges are discretionary rather than automatic. We may reduce or waive them where appropriate, including in cases of bereavement-related hardship or where an agreed payment plan is being maintained.

7. Statutory cancellation rights

If the contract is made entirely by telephone or online, or is made away from our business premises, you will normally have the legal right to cancel it within 14 days without giving a reason. The cancellation period begins on the day after the contract is made. Different rules may apply to goods, and statutory exceptions include goods made to your specifications or clearly personalised.

You may cancel by making any clear statement to us before the cancellation period expires. You may use the model form at the end of these terms, but you do not have to.

Starting work during the 14 days

Funeral arrangements often need to begin immediately. We will ask for your express request, recorded in a durable form, before beginning services during an applicable cancellation period.

If you then cancel during that period, you must pay a proportionate amount for services properly supplied up to the time you told us to cancel. You may also have to pay for personalised goods and reasonable third-party costs that cannot be cancelled or recovered. If the service has been fully performed during the cancellation period following your express request and acknowledgement, the statutory right to cancel that fully performed service may be lost.

Where a statutory cancellation right applies, it takes priority over any inconsistent provision elsewhere in these terms.

8. Cancellation or postponement outside statutory rights

You may ask us to cancel or postpone arrangements at any time. Please tell us as soon as possible so that we can try to limit the cost.

Subject to your legal rights, you will be responsible for:

- services reasonably performed before cancellation;
- goods already supplied, ordered or made to your specification where they cannot reasonably be cancelled or reused;
- third-party cancellation or postponement charges that cannot reasonably be avoided or recovered; and
- a reasonable administration charge reflecting the work caused by the cancellation, up to a maximum of £250.

The administration charge is reserved rather than automatic. We will assess it fairly and proportionately by reference to the work actually required. We will take reasonable steps to reduce our loss, credit any costs saved and will not charge twice for the same work or loss. We will explain the calculation on request.

If we have to cancel because we cannot lawfully or reasonably perform the contract, we will refund sums paid for services or goods not supplied. This does not affect any other legal remedy you may have.

9. Care of the deceased

We will care for the deceased with dignity and respect and in accordance with applicable law and professional standards. We will discuss significant care decisions with you wherever reasonably possible.

We will embalm the deceased only with your express permission, unless a legal or public-health requirement makes particular action necessary. We will explain the proposed procedure and any charge before seeking your permission.

In some circumstances, health and safety, the condition of the deceased or a legal restriction may affect viewing or other care choices. We will explain this sensitively and discuss reasonable alternatives.

10. Personal possessions

We record possessions that accompany the deceased into our care and ask you whether they should be returned, retained with the deceased or disposed of. Your instructions may be subject to crematorium, cemetery, environmental and safety requirements.

Please do not leave money, jewellery or other valuable or irreplaceable items with the deceased unless this has been specifically discussed, recorded and agreed with us. We will take reasonable care of recorded possessions while they are under our control.

11. Cremated remains

We will record your instructions for collection, delivery, interment or scattering of cremated remains. Unless another arrangement is agreed in writing, we will hold uncollected cremated remains without charge for 12 months from the date we notify you that they are available.

If you ask us to retain them beyond 12 months and we agree, a storage charge of £30 per month will apply. We will confirm any extended arrangement in writing.

Before the free storage period ends, we will make reasonable efforts using the latest contact details you have provided to obtain your instructions. We will not scatter, inter or otherwise dispose of cremated remains without lawful authority and reasonable written notice. Any eventual action will be carried out respectfully and recorded.

12. Third-party services

We may arrange services from crematoria, burial authorities, churches, celebrants, ministers, florists, printers, vehicle providers, newspapers, specialist tradespeople, other funeral directors and similar suppliers. Their availability and reasonable terms may affect the arrangements.

We may use a suitably qualified and trusted subcontractor to perform part of our service. We remain responsible for the services we have contracted to provide. We are not responsible for a third party whom you contract with directly, although we will provide reasonable assistance if a problem arises.

13. Memorials and other goods

Memorial masonry and grave-tending services may be supplied through specialist subcontractors. Memorial designs, inscriptions, materials and dimensions must be approved by you and may also require approval from the cemetery, churchyard or other authority.

Timescales for memorial work are estimates because permits, ground conditions, materials, weather and third-party availability may affect installation. We will keep you informed of a significant delay.

Personalised or bespoke goods cannot normally be changed or cancelled once production has started, except where they are faulty, not as described or another legal right applies. Please check names, dates, wording and designs carefully before approving them.

14. Events outside our reasonable control

We will not be responsible for delay or failure caused by an event we could not reasonably control, such as severe weather, transport disruption, industrial action, failure of a venue or supplier, public-health restrictions or action by a public authority.

If this happens, we will contact you as soon as reasonably possible, take reasonable steps to reduce the effect and discuss suitable alternatives. You will not be charged for services we do not provide, although reasonable costs already incurred and unavoidable third-party charges may remain payable.

15. Our responsibility to you

We are responsible for loss or damage that is a foreseeable result of our breach of contract or failure to use reasonable care and skill. Loss is foreseeable where it is obvious that it may happen or both of us knew, when the contract was made, that it might happen.

We do not exclude or limit liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of your statutory rights, or any other liability that cannot legally be excluded or restricted.

We supply our services for private use. We are not responsible for business losses, loss of profit, loss of business or loss of business opportunity.

16. Concerns and complaints

Please tell us promptly if you are concerned about any part of our service. This gives us the best opportunity to investigate and put matters right.

Our Complaints Procedure explains how to complain, our response times and how eligible unresolved complaints may be referred through NAFD Resolve. Using a complaints or alternative dispute-resolution process does not remove your right to seek legal advice or use the courts.

17. Personal information

We use personal information to provide the arrangements, meet legal and regulatory obligations, administer the contract and deal with enquiries or complaints. Our Privacy Policy explains how we collect, use, share and protect personal information.

18. General provisions

Transferring the contract

We may transfer our rights or obligations under this contract only where this does not reduce your legal rights. You may transfer your rights or obligations only with our written agreement, although we will not unreasonably withhold it.

Rights of other people

This contract is between you and us. No other person has a right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

If part of the contract is invalid

If a court or relevant authority decides that part of these terms is unlawful or unenforceable, the remaining provisions will continue to apply.

Delay in enforcing rights

If either of us delays enforcing a right, that does not prevent that right being enforced later.

Law and courts

These terms are governed by the law of England and Wales. Proceedings may be brought in the courts of England and Wales. If you live in Scotland or Northern Ireland, you may also bring proceedings in your local courts where consumer law allows.

Model cancellation form

USE ONLY IF YOU WISH TO CANCEL

To: Wealden Funeral Services Ltd, 3 Browning Road, Heathfield, East Sussex, TN21 8DB.

I give notice that I cancel my contract for the following services or goods:

Contract date: _____

Client name: _____

Client address: _____

Signature (only if submitted on paper): _____

Date: _____

QUESTIONS ABOUT THESE TERMS?

Please speak to us

We will be pleased to explain any part of these terms before you instruct us.

Wealden Funeral Services

3 Browning Road

Heathfield, East Sussex

TN21 8DB

Telephone: 01435 868844

Contact us online