

# 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 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 exclusion of all other prior terms and all representations in writing 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.
- 2.3 These Terms and Conditions are subject to English Law and subject to the exclusive jurisdiction of the Courts of England and Wales.

## 3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 We are Andrew Roughley Independent Funeral Service Ltd a company registered in England and Wales. Our company registration number is 12426315 and our registered office is at 13-14 Central Square, Maghull, Liverpool. L31 0AE.
- 3.2 You can contact us by telephoning or writing to the Funeral Home address detailed overleaf.
- 3.3 If we need to contact you we will do so by using the details provided in the 'Client Details' section overleaf.

## 4. PROVIDING THE GOODS AND SERVICES

- 4.1 We will provide the majority of goods and services on the date of the funeral. Any pre-funeral goods or services will be provided prior to the date of the funeral.

## 5. PRICES

- 5.1 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.

## 6. PAYMENT

- 6.1 Unless otherwise agreed in writing by the Company, full payment is due not later than 28 days from the date of invoice.
- 6.2 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.
- 6.3 If full payment is not made by the due date (being 28 days from the date of invoice) the Company may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England, which may change from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount. If we incur costs in connection with reasonable action to recover any debt from you under these Terms and Conditions you will reimburse such costs to us in addition.
- 6.4 **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.
- 6.5 **DEPARTMENT FOR WORK AND PENSIONS (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.
- 6.6 Payment may be made by cash, cheque or credit/debit card (excluding American Express and Diners).

## 7. IF YOUR ACCOUNT IS FORWARDED TO A SOLICITOR/BANK

- 7.1 If your Solicitor or Bank asks you to forward the invoice to them, please notify us so our records can be amended. You agree to instruct the solicitor/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.

## 8. DISBURSEMENTS

- 8.1 The company will act as agent for the Client in respect of disbursements (for example cremation or cemetery fees, doctor's fees, etc) and is authorised by the Client to pay such disbursements as they arise on behalf of and in the same name of the Client. Any disbursements not settled by the Company will remain with the Client.

## 9. COMPLAINTS

- 9.1 If you are unhappy with any part of the service we have provided we would kindly request that you contact our office by calling us on 0151 433 8820. A member of the team will do their best to resolve any problems or concerns that you may have experienced.

## 10. FORMAL COMPLAINTS

- 10.1 If you feel our service has not met expectations and you have not been able to resolve the issue you have been experiencing, you can make a formal complaint to [info@andrewroughleyfunerals.com](mailto:info@andrewroughleyfunerals.com). Please ensure you use the heading of "Customer Complaint" and provide full contact details so that it can be investigated properly. Once we receive your complaint we will confirm receipt within 24 hours. Your complaint and concerns will be investigated thoroughly and a response in full within 5 working days.

## 11. DATA PROTECTION

- 11.1 We respect the confidential nature of the information given to us and we will use any personal data you provide to us to:
  - a. Provide the Service;
  - b. Process your payment for the Service; and
  - c. Inform you about related products and services we provide, unless you ask us not to which you may do at any time.
- 11.2 For further details on how we process your personal data and the third parties that we may share your data with, please see our Privacy Policy on our website [www.andrewroughleyfd.com](http://www.andrewroughleyfd.com). If you would like a paper copy of our Privacy Policy, please write to us using the details provided in the 'Funeral Home Details' section overleaf.

## 12. RIGHT TO CANCEL

- 12.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the statutory right to cancel this contract within 14 days without giving any reason, where this contract is signed at a place other than our premises.
- 12.2 The cancellation period will expire after 14 days from the date of the conclusion of the contract.
- 12.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by sending a clear statement in writing (for example, by letter sent by post, fax or email) to the Funeral Home, whose details are listed overleaf. You may use the notice of the right to cancel set out below, but it is not obligatory. The notice of cancellation is deemed to be served as soon as it is posted or in the case of electronic communications from the day it is sent.
- 12.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 12.5 You acknowledge that you will lose your right to cancel once the service has been completed.
- 12.6 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.
- 12.7 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.
- 12.8 For any payments already made by you for goods and services which have not yet been supplied under the contract before the end of the cancellation period, we shall reimburse you for such payments, by the end of 14 days starting from the day on which we are informed of your decision to cancel. We will make the reimbursement using the same means of payment as you used to make the payments (unless you expressly agree to us using a different payment method). You will not incur any fees as a result of the reimbursement.

## 13. TERMINATION

- 13.1 We may terminate this contract if you do not make any payments to us when it is due and you still do not make payments within 5 days of us reminding you that it is due.

### NOTICE OF THE RIGHT TO CANCEL

Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT.**

To: Andrew Roughley Independent Funeral Service  
13-14 Central Square, Maghull, Liverpool. L31 0AE

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 No: \_\_\_\_\_ Date Service Ordered: \_\_\_\_\_

Signed by Client: \_\_\_\_\_

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

Name and Address of Client: \_\_\_\_\_  
\_\_\_\_\_