



Terms and Conditions

These are the terms and conditions on which we will provide the funeral services that you have requested from us.

Please ensure that you read the terms and conditions carefully, and check that the details set out are complete and accurate, before you sign.

1. DEFINITIONS

1.1. When the following words are used in this Agreement, this is what they mean:

"The Funeral Service Agreement" means the written agreement between us, including the terms and conditions below:

"Cancellation Period" has the meaning given in the section **"Right to Cancel"**.

"DWP Funeral Payment" means a registered payment offered by the Department of Work and Pensions intended to help pay for a funeral.

"Charges of External Parties" means the fees related to the external suppliers who we may instruct on your behalf and who will provide certain funeral services requested by you, as set out below in the section **"Charges of External Parties"** and which are charged for in addition to our professional charges.

"The Expenses of the Funeral Director" means the fees we charge for the funeral services we provide to you, as set out in more detail below in the section **"The Expenses of the Funeral Directors"**. These charges do not include any external payments.

"we" or **"us"** or **"our"** means Heritage Funeral Service Limited, with registered address, 82, Broad Street, Blaenavon, Torfaen, NP4 9NF, and

"you/your" means the person signing this Agreement.

2. ELIGIBILITY

2.1. When arranging a funeral, it is important that you are authorised to give us the instructions we need to arrange the funeral on your behalf and that you can make decisions regarding the funeral details. As the person making and confirming the funeral arrangements with us, you are also responsible for making the payments to us.

2.2. By signing the Funeral Service Agreement Declaration, you confirm that you:

2.2.A. are over 18 years old;

2.2.B. are authorised to make the funeral arrangements;

2.2.C. are not aware of any person who may disagree that you have the authority to make the funeral arrangements; and

2.2.D. will make the payments to us as set out in this Agreement.

3. OUR TERMS

3.1. We are here to help you arrange the funeral for the person who has died. This Agreement is confirmation of the arrangements you have chosen.

3.2. We have set out this Agreement as clearly as possible to ensure that you understand the conditions on which we will arrange the funeral on your behalf. If you do not understand any part of the Funeral Service Agreement, please speak with our representative(s) who will be happy to explain it to you. The Funeral Service Agreement between us is in writing so that you and we are clear what has been agreed. Therefore, any changes to it must be in writing too, signed both by you and us.



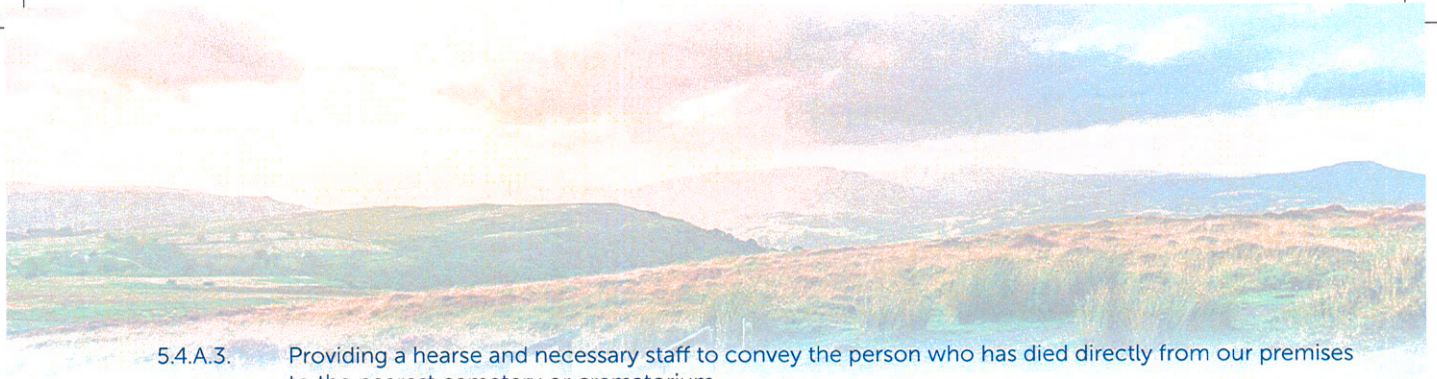
4. COST OF THE FUNERAL

- 4.1. The final cost of the funeral shall be the total of:
- 4.1.A. Expenses of the Funeral Director (as set out in the **"EXPENSES OF THE FUNERAL DIRECTOR"** section below); and
- 4.1.B. any Charges of External Parties (as set out in the **"CHARGES OF EXTERNAL PARTIES"** section below)
- VAT is not payable on the services, but may be payable for certain elements of the funeral which we arrange on your behalf and which may be provided by external suppliers, for example, floral tributes, stationery or catering. Please see the **"Charges of External Parties"** section for more information. Where VAT is payable on an element of the services we provide to you, it will be charged at the prevailing rate.
- We will include any cost revisions we may agree with you either orally or in writing. These revisions are explained further in the **"Estimates, Revisions and Reductions"** section below.
5. **EXPENSES OF THE FUNERAL DIRECTOR** (Restrictions apply when 'The Direct Cremation Service' and 'The Essential Funeral Service' is selected)
- 5.1. The following services are all included in our Bespoke Funeral Service but not necessarily The Essential Funeral Service or The Direct Cremation Service.
- 5.1.A. **Our service to the family** - Our staff, services and expertise will be available to you whenever you require them with access to our 24 hour Client Service. We will visit you at home, if you prefer, to discuss your individual requirements and take instructions accordingly. Please see the "How To Contact Us" section for our contact details. We will advise and guide you on all aspects of the funeral and liaise with third parties on your behalf. We will prepare, collect and distribute all the documentation and pay on your behalf all 'Charges of External Parties' necessary to allow the funeral to legally proceed at your chosen setting. We can provide, at additional cost, a range of services including floral tributes, newspaper notices, printed service stationery and catering. We will make any arrangements for cremated remains you instruct us to, including, if required, collection from the crematorium. We will remain available for any aftercare, advice, guidance or additional services as required. *(Restrictions apply when 'The Direct Cremation Service' and 'The Essential Funeral Service' is selected)
- 5.1.B. **To receive your loved one into our care** - We will bring the person who has died into our care at the soonest available instance, using our own fully trained people and only specialist vehicles and equipment. The person who has died will be treated with the utmost care, respect and dignity throughout and rest within specific areas set aside in our funeral home to ensure an appropriate environment at all times.
- 5.1.C. **Taking care of your loved one** - We will wash, prepare and care for the person who has died in full accordance with your wishes. We will dress them in their own clothes, if provided, or you may choose for us to provide something suitable. We will follow any instructions given regarding presentation including your wishes on hairstyle or make-up, where appropriate, and care for all personal effects. You are welcome to visit the person who has died at our funeral home by appointment at a day and time to suit you. Additional costs may apply. *(Restrictions apply when 'The Direct Cremation Service' and 'The Essential Funeral Service' is selected)
- 5.1.D. **Our embalming service** - We will discuss embalming, including the associated fees with you, so that you can make an informed decision.
- 5.1.E. **Our range of coffins and caskets** are manufactured in the United Kingdom from a range of Forestry Stewardship Council certified coffins and caskets. We will give you a good choice and guide you through our range and variety of alternative coffin types including picture coffins, and those woven from willow, bamboo and other materials. All are lined and finished by hand. We lay the person who has died to rest in the preferred coffin of choice once all preparation and presentation services have been duly completed. We can also supply a variety of cremated remains caskets and urns. *(Restrictions apply when 'The Direct Cremation Service' and 'The Essential Funeral Service' is selected).
- 5.1.F. **Our hearses** - We will provide a traditional chauffeur driven hearse to convey the person who has died in accordance with your wishes. We will discuss with you any specific requirements regarding



the processional route for the cortège. Alternative styles of hearses are available on request. Please ask for further details. *(Restrictions apply when 'The Direct Cremation Service' is selected)

- 5.1.G. **Our limousines** - We can provide as many as required of a chauffeur driven limousine to convey the family and main mourners with dignity, in safety and on time. We will discuss with you any specific requirements regarding the cortège or route and you may follow the hearse in procession if you so wish. After the funeral your limousines will wait for you and return you to a local destination of your choice. *(Limousines are not available with 'The Direct Cremation Service' and 'The Essential Funeral Service').
- 5.1.H. **Our additional services** - We offer a range of additional services to complement your chosen arrangements. We can also make on your behalf a number of 'External Party Payments' to allow the funeral to proceed. Please refer to '6. External Party Payments' for further details. *(Restrictions apply when 'The Direct Cremation Service' and 'The Essential Funeral Service' is selected)
- 5.1.I. **Family bearers** It is the responsibility of the family to ensure that bearers arranged by themselves are physically able to perform the task and that they be aware of and accept the risk involved. Our staff can provide some guidance, but cannot be held liable for any injury resulting from bearing, which is undertaken entirely at the individual's own risk.
- 5.2. **DIRECT CREMATION SERVICE** - We offer a 'Direct Cremation' Service which provides a dignified and economic service but does not give the client access to 'our' full range of services. Please note the charges for the 'Direct Cremation Funeral' are payable at least 48 hours before the funeral.
- 5.2.A. The 'Direct Cremation Service' includes;
- 5.2.B. Bringing the person who has died into our care during office hours (within 20 miles)**;
- 5.2.C. Looking after the person who has died within a controlled environment and the arranging of a Direct Cremation Service.
- 5.2.D. Providing the larch coffin.
- 5.2.E. Transferring the deceased in an appropriate vehicle (possibly not a hearse) and supplying necessary staff, travelling directly from our premises to a crematorium.
- 5.2.F. No service, no minister and no one will be allowed to attend the cremation.
- 5.3. **'The Direct Cremation Service' does not include:**
- 5.3.A. Access to our premises, or any other services and facilities outside of normal office hours;
- 5.3.B. Bringing the person who has died into our care outside of normal office hours or a distance over 20 miles (if this is necessary, additional charges will apply).
- 5.3.C. Any embalming or preservation services necessary to protect the health and hygiene of our clients, staff and visitors. We would not dress the deceased in their own clothing.
- 5.3.D. Chapel visitations (unless the coffin has been closed and sealed).
- 5.3.E. A funeral service, minister, or attendance at the crematorium.
- 5.3.F. A choice of coffins or caskets.
- 5.3.G. A choice in the date and time of funeral. Typically, this means that a service at the crematorium will take place before 9:30am.
- 5.3.H. The collection or storing of cremated remains on your behalf;
- 5.3.I. The funeral home to administer or forward on your behalf any collection of charitable donations;
- 5.3.J. Arranging the placing of obituary notices in local or national newspapers;
- 5.3.K. Our range of additional services.
- 5.3.L. Paying on your behalf the charges detailed as 'External Payments' to allow the funeral to proceed without an equivalent amount paid to us at least 48 hours before the day of the funeral.
- 5.4. **THE 'ESSENTIAL FUNERAL SERVICE'** We offer 'The Essential Funeral Service', which provides a dignified, limited and economic service but does not give the client access to our 'full' range of services. Please note the charges for the 'Essential Funeral Service' are payable at least 48 hours before the funeral.
- 5.4.A. The 'Essential Funeral Service' includes;
- 5.4.A.1. Bringing the person who has died into our care during office hours (within 20 miles);
- 5.4.A.2. Looking after the person who has died within a controlled environment and arranging a basic funeral;



- 5.4.A.3. Providing a hearse and necessary staff to convey the person who has died directly from our premises to the nearest cemetery or crematorium.

5.5. 'The Essential Funeral' does not include:

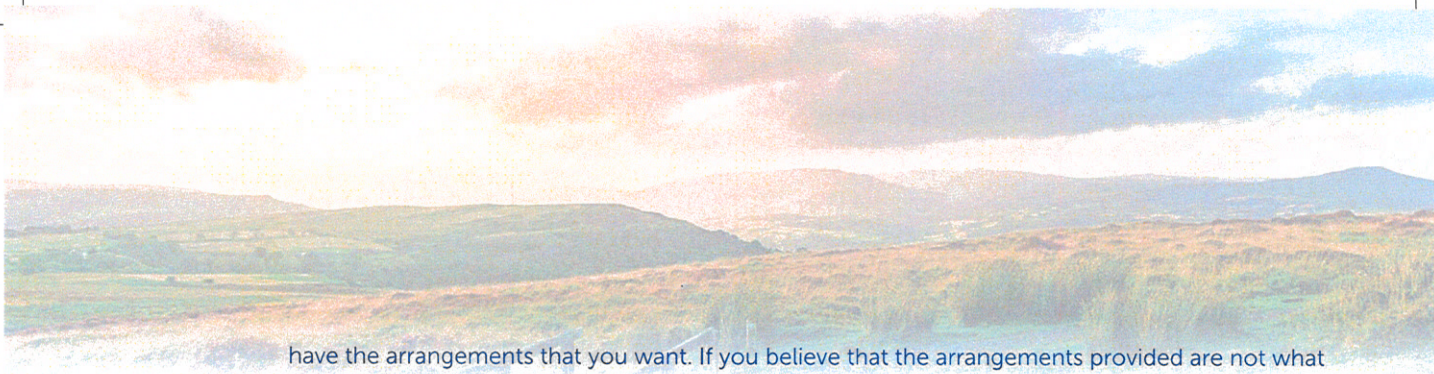
- 5.5.A. Access to our premises or chapels of rest or any other services or facilities outside of normal office hours;
- 5.5.B. Bringing the person who has died into our care outside of normal office hours or a distance over 20 miles (if this is necessary additional charges will apply as detailed in 5.1.G. Our Additional Services).
- 5.5.C. Any embalming or preservation services necessary to protect the health and hygiene of our clients, staff and visitors. (we would not dress the deceased in their own clothing).
- 5.5.D. Limousines are not available and mourners will need to make their own way directly to the cemetery or crematorium;
- 5.5.E. Our choice of coffins or caskets available and typically the larch coffin will be provided for all Essential Funeral Services.
- 5.5.F. A choice in date and time of funeral. Typically, this means that a service at the cemetery or crematorium will take place before 10.30am.
- 5.5.G. The storage of cremated remains on your behalf;
- 5.5.H. Us to administer or forward on your behalf any collection of charitable donations;
- 5.5.I. Us to arrange the placing of obituary notices in local or national newspapers;
- 5.5.J. Our range of additional services including floral tributes, service stationery and catering;
- 5.5.1. The payments on your behalf detailed as 'External Payments' to allow the funeral to proceed without an equivalent amount paid to us at least 48 hours before the day of the funeral.

6. EXTERNAL PARTY PAYMENTS

- 6.1. We use external suppliers to provide certain elements of the funeral services for example, the minister or officiant, florists, caterers, musicians, the cemetery, crematoria, newspapers, specialist vehicle suppliers and staff, as you instruct. We can make all the arrangements with external suppliers for you. By arranging these elements on your behalf, we will save you the time and effort of making these arrangements yourself.
- 6.2. External party payments are required to pay our external suppliers. Those external payments are in addition to Expenses of the Funeral Director. These external party payments are outside our control and are set solely by the external party.
- 6.3. Our external suppliers sometimes require us to settle any payments to them before the funeral takes place. Therefore, we may require you to pay the external payments set out on the attached form before the funeral.
- 6.4. VAT may be included in external payments, and we will charge you any VAT that we pay as part of external payments.

7. ESTIMATES, REVISIONS AND REDUCTIONS

- 7.1. Those funeral arrangements which you have confirmed with us at the time of the funeral arrangement are indicated in the 'Provisional Funeral Arrangements' table, together with a estimate of funeral expenses for the provisional arrangements.
- 7.2. If you have not fully decided on a particular service (for example, which flowers you want, or the length of an obituary) then we will give you an estimated price for that service. Our estimate is based on the prices that we have shown or told you for the different arrangements available, and what you told us about the type of arrangements that you would like.
- 7.3. We will contact you closer to the date of the funeral to take your instructions on those outstanding items. When you confirm which arrangements you want, we will charge the price that we showed or told you for that arrangement, or the price that we will show or tell you, once the external supplier has confirmed their charges. We will confirm your final decision with you orally, and if it is reasonable to do so, in writing. Any revised or additional costs will be clearly detailed in our final account to you.
- 7.4. If you have not yet confirmed a particular arrangement, please do so as soon as possible, and in any event not less than twenty-four (24) hours before the funeral, otherwise it may not be possible to



have the arrangements that you want. If you believe that the arrangements provided are not what you confirmed, you should tell us at once (preferably in writing), as it will not be possible to make changes, or alter our charges, after the event.

- 7.5. For any arrangement made by us on your behalf with external suppliers, we reserve the right to charge reasonable additional amounts, or revise our costs, for certain items or services. These include, but are not limited to the following circumstances:
 - 7.5.A. Where you change the arrangements, for example if you decide that you would like a more expensive flower arrangement;
 - 7.5.B. If you request that the funeral takes place over a weekend, during a Bank Holiday or at an unusual hour, we may need to charge you extra for providing this service;
 - 7.5.C. If doctor's fee or officiant's fees are more than the estimated amount, then you will be responsible for paying any additional amounts; and
 - 7.5.D. If we need to make arrangements to repatriate the person who has died to an area outside mainland Great Britain, Northern Ireland, Jersey, Isle of Man or the Isle of Wight or transport you or the person who has died via a route incurring an additional charge (for example, by air, ferry or a route incurring additional mileage) we may charge you reasonable additional costs or the costs charged to use by our external suppliers. In addition; transport to or from a distance of more than 20 miles may incur an additional charge.


We will contact you to tell you about any changes in the costs of the funeral arrangements and we will ask you for your instructions before revising any estimates. We will confirm your final decision with you orally, and where it is reasonable to do so, in writing. Any additional costs will be clearly detailed in our final invoice to you.

- 7.6. We may also charge reasonable extra amounts:
 - 7.6.A. for removing mechanisms such as pacemakers (which we are required to do, before a cremation); or
 - 7.6.B. to reflect the effect of any change in regulations, tax, laws or generally accepted practice, that affect the cost of the funeral.

Reductions will occur where you notify us, preferably in writing, that you no longer require one or more of the services or items you initially indicated, and that the cost has not been incurred by us. For example, if you notify us that you no longer require flowers on the day of the funeral, and we have sufficient time to cancel the flowers without incurring any cancellation costs, this reduction will be passed on to you.

8. PAYMENT

- 8.1. A minimum deposit to cover the Third Party Expenses for The Essential Funeral Service Funeral is required at the time of the arrangement. All final payments for the Direct Cremation Service and The Essential Funeral Service must be made in full at least 48 hours prior to the funeral. Payments for the Bespoke Funeral Service Funeral can be paid in full or in part at any time before the funeral takes place. When you make the arrangements, we may ask for a minimum payment in advance.
- 8.2. **For the Bespoke Funeral Service, we will send you a final funeral account confirming the total cost of the funeral within 14 days of the funeral.** The final invoice will be itemised so that you can see clearly what we arranged for you, and what you must pay for. Any payments you have already made to us in advance of the funeral will be subtracted from the final invoice and the final balance will be shown clearly in the invoice. You must pay the final invoice as soon as you receive it. You can pay by cash, cheque, debit or credit card or bank transfer.
- 8.3. If you send our invoice to a solicitor or someone else for payment by them, please let us know in advance. Please remember that you will still be responsible for payment, even if you forward the invoice to someone else to pay.
- 8.4. If you have made or intend to make an application for a DWP Funeral Payment or any other financial assistance or grant to help you pay for the funeral, it is likely that it will only cover part of the final amount you owe us. In some cases, an application for a DWP Funeral Payment or any other financial assistance or grant may not be successful or only be partly successful. It is important to remember that in all these circumstances you will still be responsible to us for payment of any outstanding money.

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- 8.5. If you (or the person you are expecting to pay) do not make full payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 8% a year (or, if different, such other amount as may be prescribed by the Late Payment of Commercial Debts Regulations 2002 or any amended or successor legislation). This level of interest will be charged from the date on which payment was due until the date on which it is repaid in full and you must pay us interest together with any overdue amount.
- 8.6. Please note that if the invoice remains outstanding after 60 days of delivery, we may ask another company to collect or receive outstanding payments on our behalf. However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, we will not charge you interest or transfer your debt to another company until we have investigated the dispute.

9. VALUABLES

- 9.1. To avoid the risk of loss or damage to the jewellery or valuables of the person who has died, we would advise that you remove such jewellery or valuables from sight and keep them safely in your possession. In particular, we would advise that jewellery and valuables are not displayed for those visiting our chapels of rest. If you decide to leave any jewellery or valuables with the person who has died, or if you choose to display these valuables with the person who has died, or if you choose to display these items for those visiting our chapels of rest, you will be doing so at your own risk.
- 9.2. You should not assume that we are aware of jewellery or other valuables on the person who has died. Even if we are aware of them we cannot accept responsibility for their safekeeping unless we have signed a form that itemises and says that we will look after them. In those circumstances, our members of staff will take reasonable care of the itemised jewellery or valuables.

10. OUR LIABILITY TO YOU

- 10.1. If we fail to comply with the Funeral Service Agreement, we are responsible for (and only for) loss or damage you suffer that is a foreseeable result of our breach of the Funeral Service Agreement or our negligence.
- 10.2. Our total liability to you for any breach of the Funeral Service Agreement or negligence relating to this Agreement is limited to a sum equivalent to the total amount payable by you to us under this Agreement. The reason for this limitation is that our total exposure to you relating to this Agreement should be in proportion to the amount that you are paying us. If you did not agree to this limitation then we would not enter into this Agreement with you.
- 10.3. We do not exclude or limit in any way our liability for:
- 10.3.A. death or personal injury caused by our negligence or the negligence of our employees, agents or external suppliers;
- 10.3.B. fraud or fraudulent misrepresentation;
- 10.3.C. any other liability that cannot be limited or excluded by law.
- 10.3.D. Your statutory rights are not affected by any statement contained in this Agreement. In particular, your rights are not affected by any provision which may have the effect of limiting our liability to you in the event that any service we provide is defective or fails to correspond with the description of the services we have provided. Advice about your legal rights is available from your local Citizen's Advice Bureau or Trading Standards Office.

11. HOW TO CONTACT US

- 11.1. If you wish to contact us for any reason or if you wish to discuss the funeral arrangements, you can contact the representative(s) who you have already dealt with or;
- Mr Craig Brown,
Heritage Funeral Service
82, Broad Street,
Blaenavon,
Torfaen,



NP4 9NF

Telephone: 01495 793 144

Email: enquiries@heritage-funeral-service.co.uk

- 11.2. We make every effort to excel in the service we provide. However, if you feel we have not met your expectation, please contact Craig, using the details above, who will do his utmost to ensure that any complaint is dealt with as quickly and efficiently as possible. As a Member of the National Association of Funeral Directors, we are bound by the Terms of the National Association of Funeral Directors' Code of Practice and the Rules of Guidance of the Association, and will comply with any directions or ruling of the NAFD Resolve.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1. We will use the personal information you provide us to:
- 12.1.A. provide you with the services you have requested from us;
 - 12.1.B. contact you to confirm the arrangements (if required);
 - 12.1.C. make arrangements for you with external suppliers; and
 - 12.1.D. process your payment for the services you have requested.
- 12.2. If our invoice to you remains outstanding after 60 days of delivery, we may pass your personal details to another company to collect or receive outstanding payments.
- 12.3. Other than as stated above, we will not give your personal data to any other third party unless:
- 12.3.A. we are required to do so by law or regulations; or
 - 12.3.B. you give us your permission to share your information with other third parties.

13. RIGHT TO CANCEL

- 13.1. You have the right to cancel this Agreement within fourteen days of entering into it ("Cancellation Period").
- 13.2. If you wish to cancel this Agreement you must:
- 13.2.A. notify us by enclosing and returning the cancellation form provided, entitled "Notice of the Right to Cancel" or
 - 13.2.B. otherwise notify us:
 - 13.2.B.1. in writing at Heritage Funeral Service, 82 Broad Street, Blaenavon, Torfaen, NP4 9NF
 - 13.2.B.2. via email at enquiries@heritage-funeral-service.co.uk
- 13.3. Provided we received such notification within the Cancellation Period, we will refund all the money you have paid within 14 days of us receiving notification of cancellation.
- 13.4. As you have expressly agreed to, in the section Consumer Contracts Regulation, of this Agreement, we may, where appropriate, begin performing our part of the Agreement during the Cancellation Period. You have:
- 13.5. Expressly requested for us to begin performing our part of the Agreement
 - 13.6. Expressly acknowledged the fact that the right to cancel the contract will cease once Heritage Funeral Service has fully performed the service.
- 13.7. Understood that If you decided to cancel this Agreement after we have commenced the services but before the end of the Cancellation Period, you may be required to pay for any services that we have supplied during the Cancellation Period and you will be responsible for all reasonable costs incurred by us up to the date of Cancellation. Such reasonable costs will be deducted from any refund that is due to you or, if no refund is due to you, such costs will be detailed on our final invoice to you.

