

These terms and conditions apply to the Funeral Arrangements that you have requested from us and forms a legally binding contract.

1. Responsibility for payment – by requesting funeral arrangements you are solely responsible for the payment of this account. This will be sent to you after the funeral and will detail all costs involved with the funeral arrangements. If you send our invoice onto a Solicitor or someone else for payment then it is your responsibility to advise us of your actions. Please note that it is your responsibility and you remain liable for the payment of this account. We may need to contact you further if the solicitor does not attend to payment on your behalf within 21 days of the date of the funeral.

2. Estimates - the cost of the funeral arrangements on the **Confirmation** of Funeral Arrangements form is only an estimate. Please be aware that the final costs after the funeral may be more or less than the estimate. This may be as a result of extra services and or costs which have been requested by you. We will always try to inform you prior to the funeral if this situation occurs.

3. Our charges – if the estimate of our costs is exceeded as a result of any additional requests you may have, we will endeavour to inform you as soon as possible prior to the funeral taking place.

4. External payments – these are payments made by us on your behalf. You may have asked that we instruct other suppliers to provide services for the funeral. All services are listed on the Confirmation of Funeral Arrangements form with an estimate of the cost for the service. The actual cost will be on the Invoice. We may request payment prior to the date of funeral for some of the services. During the carrying out of your requests for the funeral service there are other services that are not provided by ourselves and we do not, therefore, accept responsibility or liability for the supplier when he or she provides the services. We will, however, take responsibility for our own negligent actions, should these occur, in selecting or instructing the supplier.

5. Valuables – we will take all reasonable steps to ensure that jewellery and other valuables received by us are taken care of, but unless it is due to our own negligence, we do not accept responsibility or liability for any act or omission in relation to jewellery or other valuables by someone not employed by us, and in particular where any jewellery or valuables are displayed for viewing.

6. Payments – we require payment in full within 21 days of the funeral date. Invoices not fully settled within 21 days will be subject to an additional 10% charge. Payments may be made by Cash, Cheque or Debit Card. Payments made by Business Charge card will incur a charge of 2%.

7. Interest – if our invoice is not paid as requested in section 6 interest will be charged on any balance outstanding 1 month after invoice date, including the 10% charge, at a rate of 5% per annum above Bank of England official Bank Rate calculated daily and compounded quarterly from the date of the invoice until payment is received in total. If the invoice still remains outstanding then we may transfer your debt to another company for collection. If we do this it will be pursuant to a Deed of Assignment between us and the other company and this clause is notice to you of that assignment.

Arranging and Conducting the Funeral

Before the Funeral - availability of professional

staff, 24 hours a day, to fulfil your requirements by telephone, at your home or in our offices; advising you and taking your instructions in respect of funeral arrangements, liaising with Clergy, Doctors, Crematoria or Burial authorities on your behalf and paying these external parties. Providing advice and guidance on Registration of Death and Benefits Agency procedures; preparation, collection and distribution of all documents necessary to allow the Funeral to proceed legally.

On the Day of the Funeral – Providing a Funeral Director and the people necessary to carry out the arrangements, in accordance with your instructions, and the provision of assistance thereafter. You may not involve any other third party or other companies in any arrangements that we have made without our express prior permission. We reserve the right to withdraw from any arrangements if you do. You will be invoiced for any arrangements that we have carried out prior to our withdrawal.

Care of the deceased - For the attendance of our staff, the provision of a suitable vehicle and the necessary equipment to bring the deceased into our care; preparing the deceased as instructed by dressing in own clothes or gown as required; laying to rest in the coffin or casket chosen and providing the facilities to care for the deceased until the day of the Funeral, including, if desired, paying last respects at any time by appointment.

The **CONFIRMATION OF FUNERAL ARRANGEMENTS** is complete at the time of issue. Further or amended instructions received will be confirmed in writing, time permitting, before the day of the Funeral. The total of our charges are accurate at this time but additional instructions from you may vary this amount. We will do our utmost to keep you advised of any additional charges to be added to the invoice prior to the day of the Funeral. The total of external payments is an estimate at this stage and is, therefore, subject to confirmation by the suppliers.

Our invoice will be issued after the Funeral for payment within 21 days of the funeral date.

CONFIRMATION OF FUNERAL ARRANGEMENTS

form indicates your acceptance of our terms and conditions herein and authorises us to conduct the Funeral as per your instructions.

We offer a varied range of products and services to complement your instructions, please direct your enquiries to a member of our staff.

We are available at all times to assist you with any questions you may have. We hope you find that our assistance helps to make the Funeral a fitting and personal tribute to the person who has died.

Data Protection: You authorise us to hold your name and address details for the purpose of advising your chosen charities so they may write to you regarding donations in memory.

We are a member of The National Society of Allied & Independent Funeral Directors 'SAIF' a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, and subscribe to it's current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide courteous, sensitive, and dignified service to you. If however, you have any questions or concerns about the service we provide to you, then please raise them on the first Instance with Robin Hattswell-Burt, Daniel Shermon or Ken Rogers. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service. They can be contacted by completing their complaints form which is available by either visiting the SAIF website, by email to standards@saif.org.uk or by phone 0345 2306777.

Penryn & Falmouth Funeral Directors Ltd 50 Kernick Road, Penryn, TR10 9DQT el 01326 376926