Malcolm Carveth Funeral Directors – Terms and Conditions

These Terms and Conditions are the terms for the provision of services by us, Malcolm Carveth Funeral Directors, the trading name of the partnership of Janet and Malcolm Carveth whose trading address is San Marino, Station Road, Goonbell, St Agnes, Cornwall, TR5 0PQ to you, the Client.

We are a member of the National Association of Funeral Directors and subscribe to its current Funeral Director Code, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Client" means you the individual who is named on the Contract,

"Contract" means the contract for the provision of the Services, as explained in Clause 2;

"Disbursement" means a payment made to third parties on your behalf, including but not limited to, minister and church fees, doctors' fees, cemetery fees or regulatory fees;

"Estimate" means a written indication of the charges likely to be incurred for professional fees and Disbursements and may be subject to change in accordance with clauses 3.1 and 3.2;

"Final Account" means the total price payable for the Services; and purchased items/newspaper insertions.

"Services" means the services which are to be provided by us to you.

1.1 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by us and will form the basis of the Contract between us and you. A legally binding contract between us and you will be created upon your written acceptance of the Client Agreement. Before signing our Client Agreement please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 You expressly agree that you have the authority to enter into such agreement and that any amendments or variations must be requested only by you. In the event you enter into this agreement without the correct authority, knowingly or not, we reserve the right to terminate immediately and shall enter into an agreement with the relevant, authorised person.

3. Estimates

3.1 We will provide an estimate of sums due. The estimate provided sets out the Services we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of 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 alteration where circumstances occur outside of our control and where your requirements change including but not limited to any special coffin requirements.

3.2 We make certain assumptions when creating our Estimate with regard to the deceased's body size, should this exceed our reasonable estimates, additional goods and services may be required which shall be chargeable as extra.

3.3 We may not know the amount of Disbursements in advance of the funeral; however, we will give you a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the Final Account.

3.4 If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

4. Payment

4.1 Final Account invoices will be sent 3 weeks after the date of the funeral and are due for payment within 30 days of our invoice, unless otherwise agreed by us in writing.

4.2 We accept payment by BACS, or cheque.

4.3 Please inform us if it is intended to make a claim for assistance for funeral expenses under the DWP. The rules for eligibility are complex, however in most circumstances they will not cover the entire fees due and you will still

4.4 need to meet our payment options terms.

4.5 Please inform us if a solicitor or bank trust company ask that the invoice is forwarded to them directly in the first instance.

4.6 If you do not make payment to us by the due date, we will charge you interest on the overdue sum at the rate of 4% per month and any associated debt recovery costs where applicable. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We may recover the cost of taking legal action to enforce payment.

5. Providing the Services

5.1 All Services will be provided by us in accordance with all relevant laws, rules and regulations.

5.2 We will not undertake any Services that are in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.

5.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates specified in the Estimate. We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 8 for events outside of our control.

5.4 When we transfer the deceased person to our premises in the clothing worn unless given instruction to the contrary, all underwear, socks and nightwear are, together with any soiled clothing, treated as clinical waste and disposed of as appropriate.

5.5 Unless arising from a negligent action or breach of the contract by us, and we shall not be liable for loss of any jewellery, clothing or personal effects of the deceased or such items belonging left with the deceased but belonging to any other person.

5.6 All clothing excepting those detailed in clause 5.4 shall be removed and held for twenty one days, after which time (if they have not been collected) without further notice they are disposed of by any means we see fit. All valuables left with the deceased person at the time of collection are recorded and dealt with in accordance with your wishes.

5.7 If we require any information from you in order to provide the Services, we will inform you of this as soon as is reasonably possible.

5.8 If the information you provide is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that you have provided, we may charge you a reasonable additional sum for that work.

Malcolm Carveth Funeral Directors – Terms and Conditions

6. Our Liability

6.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

6.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

6.3 Furthermore, nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

7. Events Outside of Our Control (Force Majeure)

7.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

8. Cancellation & Cooling-Off Period

8.1 If you are a Consumer in the United Kingdom, you have a legal right to a "cooling-off" period within which you can cancel the services for any reason within 14 days of the day the Contract was formed.

8.2 Please note that you will lose your legal right to cancel under this clause 9 if:

9.2.1. The Contract was formed at our premises.

9.2.2. The Services have already been completed within the first 14 days which you expressly agreed to.

8.3 Should you choose to cancel the Contract outside of the cooling off period or having given your written authority to commence work during the cooling off period, you will be charged for any Services already provided and/or Disbursements incurred.

8.4 We may cancel the Contract in writing at any time before we begin providing the Services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control occurs.

9. Communication and Complaints

9.1 In certain circumstances you must contact us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). Please contact us at the address above or via email at janet@trevaunance.net

9.2 We are members of the National Association of Funeral Directors and comply with their Funeral Director Code, a copy of which is available upon request.

9.3 We maintain a complaints procedure, a copy of which can be provided on request. We are committed to understanding and addressing any concerns you may raise proactively and impartially and with a clear focus on resolution. Any complaint should be addressed to us and will be acknowledged by us within 3 working days of receipt. We will endeavour to resolve your complaint within 10 working days of receipt. If we are unable to do this for any reason, we will let you know. If, following the completion of our complaints process, the matter is unable to be resolved to your satisfaction you may refer it to NAFD Resolve who can be contacted at: resolve@nafd.org.uk or by telephone on 0121 711 1636.

10. How We Use Your Personal Information (Data Protection)

10.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018.

10.2 We may use your personal information to provide our Services to you and process your payment for the Services.

10.3 We will not pass on your personal information to any other third parties without first obtaining your express permission excepting where this is necessary to perform our obligations under the Contract.

11. Other Important Terms

11.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions and under the Contract without our express written permission.

11.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

11.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

11.4 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

12.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.