

Heart & Soul Funerals

Green Fuse Bereavement Care



Terms and Conditions of Service

These are the Terms and Conditions of Service for Heart And Soul Funerals and are available as a document upon request. When arranging a funeral with us, you will be asked to sign a copy of the arrangements and cost estimate. By signing this, you agree to abide by the Terms and Conditions as set out below.

1. Need for detailing Terms and Conditions

The Company's primary concern is to provide a high quality service and acknowledges that its areas of responsibility and obligations should be clearly defined in writing to its client who should also be aware of the level of protection offered to them and of the obligations to the Company. Throughout these Terms and Conditions the "Company" is Heart And Soul Funerals.

2. The right to arrange the funeral

The Company has no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, an executor of the estate or acting on the instructions of those persons or in the absence of the existence of any executor or family. Throughout these Terms and Conditions this person is the "Client".

3. General Observations

The Company employ highly experienced staff who will use their best professional skill to ensure that the requests of its client are honoured. During the initial planning, the Company representative may not be fully aware of all the individual family circumstances and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances the Company will assist in making alternative arrangements but it will not accept any liability for additional costs or losses that may arise as a result.

4. Changes to funeral timings, extra services and supply failures

The dates and times for the funeral cannot be guaranteed until final bookings are made and confirmation received from all third parties involved. On occasion, even after confirming details to its clients, the Company is forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control. Timing is not therefore the essence of this contract. Where possible any changes are notified to the client in advance but this is not always possible and the Company does not accept liability for delays caused by third party suppliers or factors outside its control such as roadworks, adverse weather, traffic congestion or mechanical failure and in these circumstances the Company's charges remain payable in full.

The company always attempts to contact its client to agree any changes but this is not always possible. If the Company cannot contact the client it makes an assessment of the situation and acts in the manner that it believes is in the best interest of the client. It reserves the right to make additional charges for extra services provided.

Where for any reason the Company is unable to provide the coffin/casket ordered by the required time the Company notifies the client and offers them alternatives, the price of the alternative selected by the client and not the price of the original selection is invoiced and payable.

Some of the facilities offered are dependent upon the behaviour of animals such as horse-drawn vehicles and dove releases and it must be understood that in certain circumstances these animals may be unable to perform the required duties due to ill health and weather conditions. Further some hired vehicles used are Victorian, vintage or classic and as such are prone to mechanical failure. The Company does not accept any liability should any of these event occur.

5. Clothing and Personal Effects

The Company transfers the person who has died to its premises in the clothing worn. All underwear, socks and nightwear together with any soiled clothing are treated as clinical waste and disposed of. All valuables left with the deceased at the time of collection are recorded and dealt with according to the client's wishes. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased during visits to the Chapel of Rest, the Company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage.

6. Size of Deceased

The Company is, usually, unaware of the size of the deceased at the time the funeral is being arranged. The prices quoted and availability of products and services is based on the assumption that the size falls below certain reasonable limits. Once known, the Company take account of the size (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each hearse, for each grave and for each crematorium. The preferred method of movement on a funeral is to shoulder carry the coffin but as a responsible employer conforming to the Manual Handling Regulations 1992 a risk assessment is carried out before each movement. Where this indicates there is or could be an unacceptable avoidable risk the Company will either move the coffin on a wheeled bier or arrange for additional staff or both. Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff, transport and equipment and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service and any additional costs involved in these changes are shown on the final invoice.

7. Right to Cancel the Contract

The Consumer Contract Regulations 2013. This regulation gives a client signing a contract with a company in their home a right to cancel within a period of 14 days, starting with day one being the day the client signs and acknowledges the agreement. If the client wishes to cancel this contract a cancellation notice needs to be sent within the 14 day cancellation period to Heart And Soul Funerals. Please note that if a client sends a cancellation notice through the post the company will not be aware of the client's wish to cancel the contract until the notice arrives. The company will always telephone to confirm receipt. If a client does not receive a call from the Company the next day after posting the client should contact the Company as the notice may not have arrived. The client should understand that, should they choose to cancel the contract having given written authority to commence work, the client will be charged for Services provided and/or Disbursements incurred. In this instance, written authority is the client's signature on the Estimate Form. A copy of the Cancellation Form is available on request but you are not obliged to use this.

8. Third Party Supplies

The Company is only responsible for those parts of the funeral arrangements that it performs itself. The Company, as a matter of course, makes all other necessary arrangements with third parties on

behalf of its clients (such as with celebrants, cemeteries, crematoria, organists, gravediggers etc.) and it does so as a declared agent. Accordingly the third parties involved (and not the Company) are responsible to the client for the provision of those services. In most cases the third parties charge the Company for their services and the Company charge its client for those services and shows these as disbursements on the final invoice. The charge by the Company to its clients will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by the Company. In practice most crematoria ensure that every cremation takes place on the same day the deceased is received by them but there is no guarantee of this. The "Code of Practice for Cremation" states that the cremation must take place within 72 Hours of receipt of the deceased and clients are advised that certain crematoria follow this guidance rather than always cremating on the day received. Some places of worship including cemetery and crematoria chapels are now restricted by fire regulations with regard to the number of people who may enter the building. The Company does not accept any liability if some mourners are declined entry to the building for the funeral service.

9. Data Protection

We respect the confidential nature of the information given to us and, where you provide us with personal data, we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Data Protection Act you have the right to know what data we hold on you and you can, by applying to us in writing and on payment of a fee, receive copies of that data.

Clients should also note that information about the timing and details of the death and the funeral ceremony will be deemed to be in the public domain. As such all enquiries requesting information about the death and the funeral will be answered. The details will also appear on the Company's website where a Tribute/Donation page has been created.

10. The Final Charges

The Company's final account for its services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third party values will be actual gross amounts rather than estimated. Manual calculations may be used to compile the estimate and where addition errors are found later the corrected total will be shown on the final invoice. Please note, the estimate given at the time of arranging the funeral is not a quotation.

11. Advance Payment of Charges

The Company has the right to demand payment for disbursements 72 hours in advance of the service date unless otherwise agreed. If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and the Company will not provide those goods and services. The Company will only make a new arrangement to provide those services when full payment for those services (together with any penalties or cancellation fees) is received.

12. Payment of Charges

The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that

liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below.

13. Payment Terms

The Company reserves the right to request payment for Disbursements in advance of the funeral. The Company retains the title to all goods supplied and rights obtained from third parties until such time as it receives full payment for the final total invoiced amount. The Company produces its final invoice as soon as reasonably practical after the provision of the service. This details all applicable charges and disbursements (except those payable by a pre-payment fund) and records any payments already received. The balance shown is due for payment within 4 weeks.

14. Overdue Accounts

Payment is due in accordance with the Company payment terms. In the event these terms are not met and an amount is still outstanding after 4 weeks the Company may:

- Charge interest on the outstanding amount of 1% per month.
- Hand the account to a collection agency or solicitor if at its absolute discretion, it feels that this is necessary and add all charges and fees to the outstanding balance.
- Prepare the matter for court when, at its absolute discretion, it feels this is necessary and add all legal fees, court fees, filing fees and associated charges to the outstanding balance.

15. Severability

The clauses and paragraphs of these Terms and Conditions are intended to be read and construed independent of each other. If any term, covenant, condition or provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is intended that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of Terms and Conditions will in no way be affected, impaired or invalidated as a result.

16. Complaints Procedure

If the company receives a complaint from a client, the following procedure is to be followed. A written acknowledgement is to be sent out within five working days, stating that a full investigation of the complaint will be carried out by an appropriate person and that, where possible, a written response will be given within twenty-one working days. Where these timescales cannot be met due to the nature of the complaint or length of investigation time needed, the complainant should be kept informed in writing of this. If the complaint is not resolved to the complainant's satisfaction, the matter is to be passed to the Directors/owner/proprietor or someone who holds a similar senior management position. A further written response from the Directors/senior management will then be given within fourteen working days. If, after this stage, no resolution is reached, the client is to be offered the opportunity to contact the Society Of Allied And Independent Funeral Directors (of which Heart And Soul Funerals is a member) and will be given the appropriate leaflet and guidance regarding this. All information regarding a complaint will be handled confidentially and sensitively, informing only those who need to know, and will follow any relevant data protection requirements. In every instance, all correspondence – either received or sent – will be copied and retained on file.

17. Business Owners

Heart And Soul Funerals is entirely owned by Jane Morrell and Simon Smith, Heart and Soul Funerals, Riverstone, Dart Mills, Buckfastleigh TQ11 0NF .