



## 1. Need for detailing terms and conditions

Cornwall Funeral Services' primary aim is to provide high-quality products and services and we would not seek to enter into a long and unnecessarily detailed contract for the provision and delivery of those products and services.

The Company does, however, acknowledge its areas of responsibility and obligations should be clearly defined in writing and available to all its clients, who should also be aware of the level of protection offered to them and of their obligations to the Company. Throughout these terms and conditions, the "Company" is Cornwall Funeral Services.

## 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 purporting 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. Hereinafter called the "Client".

## 3. General observations

The Company employs highly qualified and experienced staff who will use their professional skill, knowledge and experience to ensure the requests of its client are met. During the initial funeral planning steps, the Company representative may not be 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 by liaising with the client and agree a compromise to make alternative arrangements. However, the Company will not accept any liability for additional costs or losses which may arise as a result of a change unless previously agreed in writing.

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

The date and time for the funeral, burial and cremation cannot be guaranteed until final booking is made, and written confirmation received from all third parties involved. Sometimes, even after confirming details to its client, the Company is forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control. Timing is not a consideration in these terms and conditions.

Where possible any changes are notified to the client in advance, but sometimes this is not possible. The Company does not accept liability for delays caused by third party suppliers or other factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure. In these circumstances the Company's charges remain payable in full.

The Company will always contact its client to agree any changes, but sometimes this is not possible. If the Company cannot contact the client, the Company will make an assessment of the situation and act in the manner it believes is in the best interest of the client.

The Company reserves the right to make additional charges for extra services provided. For example, if more flowers arrive at the funeral home than the hearse can accommodate an attempt will be made to contact the client by telephone for instructions/clarification regarding the provision of additional transport. If the call is not answered the Company will supply an additional vehicle for the flowers. In these circumstances the extra charges for any additional services will be added to the final invoice. If for any reason the Company is unable to supply the coffin/casket ordered by the required time the Company will notify the client and offer alternatives. The price of the alternative selected by the client and not the price of the original selection is invoiced and payable.

## 5. Clothing and personal effects

When the deceased person comes into the care of the Company, the clothing provided at the time of the collection or delivery will be used, unless alternative instructions or clothing is provided. All valuables left with the deceased at the time of collection will be recorded in the Company Deceased Persons Property Log and dealt with in accordance with the client's wish. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased person during viewing, the Company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage.

## 6. Size of the deceased person

The Company will tailor the products and services to meet the needs of the individual client, and deceased persons wishes. We will never provide products and services the client or deceased person has not asked for or does/would not want.

The Company is, usually, unaware of the size of the deceased person at the time the funeral is being arranged. The prices quoted, and availability of products and services are based on the assumption the size of the deceased person falls below certain reasonable limits. Once known, the Company will take account of the size of the deceased person (in terms of both weight and dimension) and this information will be used to inform the decisions relating to each coffin, casket, and funeral. The Company will meet the reasonable requests of the client and/or wishes of the deceased, and this will include the ability to bear (carry the person) as the preferred method of movement on a funeral. This could be to shoulder carry the coffin but as a responsible employer conforming to the Manual Handling Operations Regulations 1992 a risk assessment is carried out before each movement. Where the risk assessment 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 of the deceased person and coffin/casket exceeds the human capability of the Company personnel, as determined from the risk assessment, 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), processes at the chosen crematorium, cemetery or to any other product or part of the service and any additional costs involved in these changes will be shown on the final invoice and payable in full.

## 7. Right to Cancel the Contract - The Consumer Contracts (Information, Cancellation and Additional Charges) 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 date the client signs and acknowledges receipt of this agreement. The company has extended this legal right to cancel the contract to all clients irrespective of where the contract is signed. If the client wishes to cancel this contract a cancellation notice needs to be sent within the 14-day cancellation period to Cornwall Funeral Services..

## 8. Final dispersal of cremated remains

The Company will usually follow the specific instructions of the client in regard to the cremated remains. An exception to this must be made when the applicant for cremation instructs the cremation authority to do something contrary to the instructions of the client. In these situations, the crematorium must by statute follow the instructions of the applicant. Once the cremated remains are brought into the custody of the Company the instructions of the client will always be followed. The client will be contacted from time to time when cremated remains are stored in the Company columbarium. If cremated remains are still in the custody of the Company 10 years after the cremation and no instructions have been given for their final dispersal the Company will write to the last known address of the client stating the cremated remains will be dispersed by scattering in a private woodland without a religious ceremony if further instructions are not received within three months of the date of the letter.

## 9. Third party suppliers

The Company is only responsible for those parts of the funeral arrangement it performs. The Company, as a matter of course, makes all other necessary arrangements with third parties on behalf of its clients (such as with Ministers, 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 charges 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.

Some third-party suppliers offer to invoice the client directly for their services rather than invoicing the Company. When this option is available the Company always selects it on the client's behalf. In practice, most crematoria ensure that every cremation takes place on the day the deceased person 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 should take note certain crematoria follow this guidance rather than always cremating on the day received. Some places of worship including cemetery and crematorium 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.

#### 10. Unfair trading practices

All funeral arrangers employed by the Company are aware of the “thirty-one things that must not be said or done by a salesperson” as specified in “The Consumer Protection from Unfair Trading Regulations” that came into force on 26th May 2008. In particular the Company does not tolerate any action by its representatives that can be construed as an “aggressive selling practice” or can be seen as “exploiting a specific misfortune.” If a client feels that a representative of the Company is behaving in contravention of these regulations the incident should be reported to one of the Company Directors immediately.

#### 11. Data Protection and Personal Data

In this clause the following words have the following meanings: Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter: (a) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (b) any successor legislation to the GDPR or the Data Protection Act 1998. Personal Data: has the meaning set out in the Data Protection Legislation, being any data, which identifies a natural person (by way of example, name, address, phone number and so on). Please note: Personal Data does not relate to the deceased person.

11.1 The Company is registered with the Information Commissioner’s Office. It is committed to complying with Data Protection Legislation and ensuring your Personal Data is protected by adopting appropriate security, organisational and technical measures. If you have a concern at any stage please contact Matt Watters, its Data Protection Officer – care@cornwallfunerals.co.uk

11.2 If you submit an enquiry form, your Personal Data will be processed and stored in accordance with the Company’s Data Protection, Privacy and Cookies Policy. The Company will otherwise process and store your Personal Data to perform its contract with you in accordance with Data Protection Legislation and the Company policy.

11.3 By signing this agreement you give your consent to the Company to post details of the funeral on our website. If you do not wish to give your consent, please let the Company know before signing this agreement.

11.4 It is the Company practice to keep details of the funerals it carries out indefinitely. It does this because it often receives queries several years later (for example to advise where a relative is buried or to arrange a similar funeral for another family member or friend). If you do not want details of the funeral arrangements to be retained please indicate on the form (your right of deletion is subject to any statutory or other legal obligations that the Company may have).

#### 12. 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.

#### 13. Advance payment of charges

The Company may require payment for some services in advance of the service date. 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 goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

#### 14. 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. Where the Company has made an estimate of the “anticipated DWP Social Fund Grant” this is on the basis of the information provided to it at that time. The Company is not responsible for any difference between the actual and anticipated grant and when less is received than anticipated the client remains responsible for the shortfall.

#### 15. Payment terms

Please pay special attention to these payment terms.

a) The Company requires payment for the total estimated cost of the simple funeral, children’s funerals, direct cremation and exhumation (including disbursements) in advance of the date of the funeral or exhumation.

b) The Company requires payment for the provision of any coffin or casket which costs more than £1000.00 in advance of the Company placing an order with the supplier for these items.

c) The Company will (in appropriate circumstances) make commitments to third parties to a maximum disbursement total of £1,000.00. Any commitment beyond this figure will normally only be made upon receipt of the excess by the Company.

d) 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 amount invoiced.

e) The Company produces its final invoice as soon as reasonably practical after the provision of the service (usually within seven days after the funeral). This details all applicable charges and disbursements (except those payable by a pre-payment fund) and records any payments already received and any loyalty or affinity discounts. The balance shown is due for immediate payment.

f) The Company acknowledges that a client may have made an application for a loan for funeral finance. This will not usually be shown on the face of the final account as the paperwork and final agreement in this matter will not normally be concluded before the date of invoice.

g) There is no surcharge for payment by Credit Card, however, American Express Cards and Reward Credit Cards are not accepted.

#### 16. 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 on the first day of the calendar month following the calendar month after the calendar month in which the invoice is dated (for example on 1st March for an invoice dated 12th January) the Company will:

a) Add 1.5% to the outstanding balance and add a further 1.5% to any outstanding balance on the first day of each calendar month thereafter.

b) Hand the account to a collection agency or solicitor if, at its absolute discretion, it feels this is necessary and add all charges and fees to the outstanding balance.

c) Prepare the matter for court when, at its absolute discretion, it feels this is necessary and add all legal fees, court fees and associated charges to the outstanding balance.

#### 17. 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 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.

#### 18. Complaints procedure

The Company is a member of the National Association of Funeral Directors and support the complaints and conciliation procedures of their Code of Practice and NAFD Resolve – The Independent Funeral Consumer Complaints Service (copy supplied). However, nothing in this Contract impinges on the statutory rights under the Consumer Rights Act 2015 and other legislation. Those rights remain unaffected.