

Contract of Services / Estimate of Funeral Charges Terms & Conditions- Eden Funeral Directors

1. Definitions

"The company", "we", "us" and/or "our" means Eden Funeral Directors Ltd.

"The client", "you", and/or "your" means the person/s named on the Estimate of Funeral Charges contracting with the Company for the provision of the Service.

"The service" means the provision by the Company of the services set out on the Estimate of Funeral Charges.

2. Acceptance of terms

2.1 All orders by the client for the Service shall be subject to these Terms & Conditions to the exclusions of all other prior terms and all representations whether in writing or otherwise

2.2 Estimates provided to the Client are not binding unless and until signed by the Client and countersigned by a representative of the Company

3. Prices

Certain items of the Service may be or may become subject to Value Added Tax at the prevailing rate of the date of the invoice. Where this is the case, the Company will charge the Client such VAT

4. Payment

4.1 Unless otherwise agreed in writing by the Company, full payment is due not later than 21 days from the date of invoice

4.2 The Company requires **FULL PAYMENT** of disbursements and additional expenses, in addition to 50% of the total Funeral Director's Services in advance of the funeral taking place (see 4.3)

4.3 **DWP PAYMENTS FOR FUNERAL EXPENSES**- Please inform us if you intend to claim assistance for funeral expenses from the Social Fund. These payments are a contribution and will not cover the entire cost so there will be a balance to be paid by you. The rules for eligibility are complex and we suggest that you speak to your local DWP office for advice. In the event of an unsuccessful claim, payment of the full amount of the funeral account will be your responsibility.

4.4 Payment may be made by cheque, cash, bank transfer, or debit/credit card.

5. If your account is forwarded to a solicitor

Please notify us if you would like your invoice to be forwarded to a bank or solicitor. You agree to instruct the bank/solicitor to settle our account within 21 days from the date of invoice. Your bank/solicitor will confirm that there are sufficient funds and there is no need to wait until Probate is obtained. In the event that the estate has insufficient funds to settle the account, or if there is any delay in releasing funds, the responsibility for full payment of the account remains with you.

6. Disbursements

The Company will act as agent for the Client in respect of disbursements (e.g. the Cemetery, Crematoria, Minister's fees etc.) and is authorised by the Client to pay such disbursements as they arise on behalf of and in the name of the Client. Any disbursements not settled by the Company will remain with the Client.

7. Disputes

In the unexpected event of a query with the account, please notify our staff as soon as possible so that the matter can be investigated. We promise to settle disputes quickly, sensitively and efficiently.

8. National Association of Funeral Directors

We are members of the NAFD, and they can offer a Code of Practice and a Conciliation and Arbitration service. For further details, contact them at 61B Warwick Road, Solihull, West Midlands, B91 1AA Tel 0845 230 1343

9. Data Protection

Information that you give to the Company is confidential, and where you provide us with personal data ("data") as defined in the Data Protection Act ("the Act") 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 Service, we may need to pass data to third parties where they are performing some service for you. They may contact you directly. Under the Act, you have the right to know what data we hold on you and you can apply to us in writing to receive copies of that data.

10. Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the statutory right to cancel this contract where this contract is signed at a place other than our premises. By signing the Estimate of Funeral Charges, you give authority for the performance of this contract to commence within the 14 day cancellation period and authorise the Company to immediately proceed to carry out the contract and to provide goods and services specified on the Estimate of Funeral Charges. This right can be exercised by delivering, or sending notice to Eden Funeral Directors at any time within the 14 days, starting with the date of receipt of this notice. The notice of cancellation is deemed to be served as soon as it is posted or sent, in the case of electronic communication as soon as it is sent. **In the event that you exercise this right to cancel, you will be required to pay for the goods and services already supplied under the contract before the end of the cancellation period.**