

Trafford Lowe Funeral Services Limited

166 Somercotes Hill, Somercotes, Alfreton, DE55 4HU and 23-25 High Street, Alfreton, DE55 4JS

Directors: Barry Pritchard: Yvonne M. Pritchard: Guy P.Turner: Paula Turner

TERMS AND CONDITIONS

1. DEFINITIONS

"The Company" and/or "us" means the funeral home.

"The Client" and/or "you" means the person or persons named overleaf contracting with the Company for the provision of the Service.

"The Service" means the provision by the Company of the Services set out.

2. ACCEPTANCE OF TERMS

2.1 All orders by the Client for the Service shall be subject to these Terms and 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 accepted by the Client and confirmed in writing by the Company.

3. PRICES

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

4. PAYMENT

4.1 Unless otherwise agreed in writing by the Trafford Lowe Funeral Services Limited, payment of invoices is due not later than **28 days** from the date of invoice.

4.2 The Company shall charge interest on the late payment of invoices at the rate of **5%** above the base lending rate of Royal Bank of Scotland (RBS) from the due date for payment up to and including the date of the actual payment.

4.3 **NO NEED TO WAIT FOR PROBATE.** If sufficient funds are available, settlement can usually be made directly from the deceased's bank account without having to wait for Probate.

4.4 **DWP PAYMENTS FOR FUNERAL EXPENSES.** Please inform us if you intend to claim assistance for funeral expenses from the Social Fund. Generally, these payments are a contribution towards costs and will not cover the entire cost of the funeral and there will be a balance to be paid. The rules for eligibility are complex and we suggest that you speak with your funeral arranger or your local DWP office for advice. If a claim is successful, it is unlikely to cover the full cost of the funeral. Any balance outstanding will remain the liability of the Client. In an event of an unsuccessful claim, the full amount of the funeral account will remain the responsibility of the client.

4.5 **Payment may be made by cash, cheque, or credit/debit card (excluding American Express and Diners)**

5. IF YOUR ACCOUNT IS FORWARDED TO A SOLICITOR / BANK

If your solicitor or bank trust company asks you to forward the invoice to them, please notify us so that our records can be amended. You agree to instruct the solicitor / bank trust company to settle our account within 28 days of the invoice date. Your solicitor / bank trust company will confirm that there is no requirement 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, responsibility for full payment of the account remains with the Client.

6. DISBURSEMENTS and ADDITIONAL EXPENSES

6.1 The Company WILL REQUEST disbursements and additional expenses to be paid **2 days** in advance of the funeral taking place.

6.2 The Company will act as agent for the Client in respect of the disbursements (payments made on behalf of the Client in advance of the funeral) and is authorised by the Client to pay such disbursements as they arise on behalf of and in the name of the Client. The liability to pay the disbursements not settled by the Company will remain with the Client.

7. DISPUTES

Errors can occur. If you have any query about the final account, please notify our staff so that the matter can be investigated. We promise to settle disputes quickly, sensitively, and efficiently.

8. NATIONAL ASSOCIATION OF FUNERAL DIRECTORS (NAFD)

We are members of the National Association of Funeral Directors and they offer a Code of Practice (The Funeral Director Code) and NAFD Resolve, Independent Dispute Resolution Service. For further details, contact the NAFD via www.nafd.org.uk or by post at 618 Warwick Road, Solihull, West Midlands, B91 1AA.

9. DATA PROTECTION

We respect the confidential nature of the information given to us and, where you provide us with personal data as defined in the Data Protection Act 2018, 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 such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Act, you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data.

10. RIGHT TO CANCEL

The Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2013 gives you the statutory right to cancel the contract within 14 days of instruction, where the contract is signed at a place other than at our premises. By signing the funeral contract, you give authority for the performance of the contract to commence immediately and within the cancellation period and hereby authorise the Company to immediately proceed to carry out the contract and to provide goods and services. 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.

11. NOTICE OF THE RIGHT TO CANCEL

The Cancellation of Contracts made in a Consumer's Home or Place of Work Regulations 2013 gives you the statutory right to cancel the contract. This right can be exercised by delivering, or sending notice to Trafford Lowe Funeral Services Limited within 14 days, starting with the date of receipt of the notice. The notice of cancellation is deemed to be served as soon as it is posted or sent in the case of electronic communication from the day it is sent. In the event that you exercise this right, you will be required to pay for the goods and services already supplied under the contract before the end of the cancellation period. You may use the cancellation form provided only if you wish to do so. If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the funeral home.