# Terms and Conditions of Business

# Funeral Arrangements and Account Payment

Once signing our arrangement form you are lawfully accepting our business and trading Terms & Conditions listed below therefore entering in to a contract with Trevor E W Hickton Limited, also accepting authority to commence the performance of this contract within the cancellation period\*\*

#### 1. Estimates and expenses

Estimates are given in writing and/or verbally at the time of arrangements to an indication of the charges likely to be incurred on the basis of the information and details we know at the date of estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges.

We may not know the amount of third party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account. We do offer a £100.00 discount if the account is paid in full prior to the funeral date.

If you feel after the initial arrangement and after reading our estimate of costs, you may be unable to afford the funeral arranged please contact our offices and we shall amend the funeral arrangements to suit you financially or offer a lower cost options. This must be done within 4 days of receiving our estimate of costs.

#### 2. Who will be responsible for paying the account?

You as the signatory and applicant/client are responsible for paying this account, either in person or via solicitor, banks, insurance policies or other methods.

#### 3. DWP Funeral Expenses Grant

If you are making a claim to the DWP for this funeral account (SF200 funeral claim form from The Social Fund-Job Centre Plus), you must inform us at the time of making arrangements, or as soon as possible. The DWP is a means tested grant toward the funeral costings. Ourselves as a company can advise you of the criteria which would potentially make you eligible for the claim, however we cannot be liable if a claim is not granted. The DWP will not pay the full amount of the funeral account, therefore you will be responsible to pay the balance after the funeral grant has been issued, or the balance on the funeral account if no claim has been granted. If a DWP Grant is being used towards the pre-payment amount, 50% of the balance once the DWP payment has been taken in to account will be payable prior to the funeral taking place.

#### 4. Advanced Pre Payment of Disbursements (3rd Party Fees) + 25 % of Funeral Directors Charges

We will require a pre-payment for services and disbursements in advance of the funeral date, due three working days before the funeral date.

For an attended funeral, this compromises of all the disbursements (3rd Party Fees) as well as 25% of our Funeral Directors Fees. We do offer a £100.00 discount if the account is paid in full prior to the funeral date, however this does not apply to packages where the funeral amount is due in full prior to the funeral date.

If a DWP Grant is being used towards the pre-payment amount, 50% of the balance once the DWP payment has been taken in to account will be payable prior to the funeral taking place.

For an unattended funeral, or a fully inclusive funeral we do require full payment of the account, due three working days before the funeral date.

If a client fails to make payment by the required date the contract for the provision of the services/funeral will be deemed to be breached and we will not provide those goods and services.

We will only make a new arrangement to provide those services when a full payment for those services is received.

# 5.Out of Borough Burial Fees and Charges

If a burial is requested, full or cremated remains, where the deceased or grave purchaser is classed as "out of area/borough" we are required to ask for proof of residency at point of arrangement on behalf of the local authority. If we are not provided the correct evidence to provide to the local authority in question, we as a company cannot be held responsible for any additional charges by the local authority which will be passed on to you as the applicant/payee for the funeral.

#### 6. When will the account be sent out?

Unless you request otherwise, the funeral account is sent out within 05-07 days of the funeral taking place.

#### 7. When do we expect payment (Credit Terms)?

We ask for payment of the funeral account within 30 days of receipt of the invoice. We do not charge interest on late payments.

We accept Cheques, Cash, BACS, CHAPS, Funeral Safe Finance or other finance product or debit/credit card for payment.

#### 8. What If you have problems paying within the 30 days?

This could be due to going through solicitors, insurance policies or waiting on a decision by the DWP. We fully understand this and if you can let our office know as soon as possible when payment is expected we can accommodate the situation.

## 9. What if the funeral account cannot or is not be paid?

You must contact us as soon as possible to discuss the situation. We offer finance plans with Funeral Safe Financing, where a pre-payment may be required to cover the disbursements before monthly payments can start. This is subject to status of the person/s applying for the loan. Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement. The client hereby consents to the jurisdiction of the Dudley, Birmingham, Sandwell, Wolverhampton, South Staffs or Solihull County Courts for the resolution of any disputes.

## 10. Collecting Cremated Remains (Ashes)?

If any cremated remains (Ashes) are to be collected from ourselves. They shall be released to the applicant for the funeral, or via another person to be designated by the applicant with a signed letter

## 11. General Data Protection Regulation 2018

We will collect personal information about you, the deceased and any other persons whom you supply details for. In order to allow us to fulfil the services agreed we will pass your details to appropriate third parties such as Hickton Stonemasonry, florists, clergy/ministers/officiants, cemetery staff etc. We treat all information confidentially and in line with UK Data Protection laws. We will never sell information collected to third parties for marketing purposes. If you would like further information on how we handle your personal information, please request a copy of our Privacy Policy or refer to www.TEWHickton.co.uk/privacy

We will from time to time share online, compliment or thank you messages, and cards received from our clients. Client and deceased names will be blanked out in all cases. If you do not wish for yours to be used, if sent, please make a member of staff aware.

# 12. Your right to cancel this contract within fourteen days of receipt of this notice

You have the right to cancel this contract if you so wish. This right can be exercised by sending or taking a cancellation notice to the funeral office mentioned below at any time within the period of 14 days starting from the date of receipt of this notice in writing of your rights to cancel.

Notice of cancellation will be deemed as having been served as soon as it is posted or sent to us at the address below or, in the case of electronic mail, from the day it is sent to us. You should understand that, should you choose to cancel the contract having given your authority to commence work, you may be charged for services provided or disbursements incurred.

\*\*If you wish the performance of this contract to commence within the cancellation period you will have signed our arrangement form to give us authority to enable work to commence in agreement with the contract to provide the goods and services associated with the contract.

## 13. Standards of Service (Complaints Procedure)

At all times we, as a company, endeavor to act professionally, caring and understandingly at these difficult times during a bereavement. However, in the unfortunate instance where you, as our client feel that our standards of service were not completely satisfactory to you or your family's needs, and you would wish to make a complaint to resolve the issue, this must be done in writing via post or email to Mr. Ross W. Hickton (ross@tewhickton.co.uk) at the below address no later than 3 months after the funeral date. If you are not happy with the outcome, then you have the right to refer the complaint to SAIF for an independent adjudication.

Declaration of Ownership
Trevor E. W. Hickton Limited
Registered in England No: 6210974

Trading as:

Hickton Family Funeral Directors

Locations

Cradley Heath, Halesowen, Bartley Green, Codsall, Penn, Castle Bromwich and Kidderminster

# Company Directors & Owners

Trevor Eley Whitmore Hickton (75% share holder)
Ross Whitmore Hickton Dip.FD (25% share holder)

Greg Whitmore Hickton

Jodie Louise Whitmore Hickton Dip.FAA

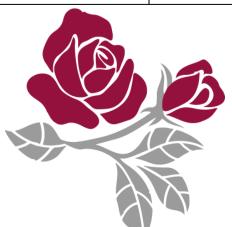
Registered Head Office: Whitmore House, 8-11 Lower High Street, Cradley Heath, West Midlands B64 5AB

# Local Crematoria and Cemetery Fees

Correct at time of print, these fees are out of our control and could differ to as printed (April 23)

LOCATION	ATTENDED CREMATION FEE	DIRECT CREMATION FEE	PURCHASE FEE NEW GRAVE (Resident of Borough)	INTERMENT FEE / REOPEN	USE OF CHAPEL ONLY
BRANDWOOD END	NO CREMATORIUM	NO CREMATORIUM	NO NEW	£1,065.00	NO CHAPEL
BUSHBURY	£940.00	NOT OFFERED	£2,110.00	£1,040.00	£128.00
DANESCOURT	NO CREMATORIUM	NO CREMATORIUM	£2,110.00	£1,040.00	NO CHAPEL
DUDLEY, HOMER HILL, BRIERLEY HILL, LYE	NO CREMATORIUM	NO CREMATORIUM	£2,360.00	£1150.00 - 1 Depth £1300.00 - 2 Depth £1600.00 - 3 Depth	NO CHAPEL
GORNAL WOOD & STOURBRIDGE	£975.00	NOT OFFERED	£2,360.00	£1150.00 - 1 Depth £1300.00 - 2 Depth £1600.00 - 3 Depth	£185.00
HANDSWORTH	NO CREMATORIUM	NO CREMATORIUM	£2270.00 - lawn grave £ 2470.00 - lawn with concrete header	£1,065.00	£424.00
KINGS NORTON	NO CREMATORIUM	NO CREMATORIUM	£2270.00 - lawn grave £2470.00 - lawn with concrete header	£1,065.00	NO CHAPEL
LODGE HILL	£833.00	£580.00	NO NEW	£1,065.00	£424.00
PERRY BARR	£967.00	£499.00	NO CEMETERY	NO CEMETERY	NO CEMETERY
QUINTON	NO CREM	NO CREMATORIUM	£2270.00 - lawn grave £2470.00 - lawn with concrete header	£1,065.00	NO CHAPEL
ROBIN HOOD & WOODLANDS	£865.00	N/A	£2625.00	£1105.00 - 1 Depth £1205.00 - 2 Depth £1305.00 - 3 Depth	£242.00
ROWLEY REGIS & SANDWELL VALLEY	£904.00	N/A	£2233.00 (Lawn) £2697.00 (Traditional)	£1,197.00	£165.00
SUTTON COLDFIELD	£833.00	£580.00	£2270.00 - lawn grave £2470.00 - lawn with concrete header	£1,065.00	£424.00
TELFORD	£997.00 + *£35 Energy Surcharge	£499.00 (Unattended) £675.00 (Attended)	NO CEMETERY	NO CEMETERY	£476.00
WASELEY HILLS	£915.00 + *£29 Energy Surcharge	£275.00 (Unattended) £475.00 (Attended)	NO CEMETERY	NO CEMETERY	£366.00
WITTON	NO CREMATORIUM	NO CREMATORIUM	NO NEW	£1,065.00	£424.00
WYRE FOREST	£1,034.00 + *£35 Energy Surcharge	£499.00	£1,697.00	£921.00	£492.00
YARDLEY	£833.00	£580.00	NO NEW	£1,065.00	£424.00







Family Owned Funeral Directors Since 1909