

# TERMS & CONDITIONS OF BUSINESS

Wild & Brierley Ltd, Harold P. Heywood & Co Ltd and T Collins and Son Ltd are companies incorporated in England having their registered addresses as follows:

*Wild & Brierley Ltd, 2a-26 Edward Street, Werneth, Oldham, OL9 7QW.*

*Harold P. Heywood & Co Ltd, 672 Oldham Road, Failssworth, Manchester, M35 9DU.*

*T. Collins & Son Ltd, 151-153 St John Street, Lees, Oldham, OL4 3DR.*

Wild & Brierley Ltd and T Collins and Son Ltd are members of The National Association of Funeral Directors. The NAFD is a limited company with registered number 417694231, having its registered address at NAFD Ltd, 618 Warwick Road, Solihull, B91 1AA, and subscribes to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

Harold P. Heywood & Co Ltd are members of The Society of Allied & Independent Funeral Directors. SAIF is a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, and subscribe to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive, and dignified service to you.

For the purpose of these terms:

“*you*” or “*your*” means the person engaging the services; and

“*services*” means funeral arrangement, support and advice services provided by us.

“*we*” or “*our*” or “*us*” means Wild & Brierley Ltd, Harold P Heywood & Co Ltd and T Collins & Son Ltd

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the “Terms”), and you acknowledge you have read, understood and agree to be bound by these Terms.

**1. Need for detailing terms and conditions** – Our primary concern is to provide a high quality service and as such it would not seek to enter into a long and unnecessarily detailed contract for service. It does however acknowledge that its areas of responsibility and obligations should be clearly defined in writing so you should also be aware of the level of protection offered to them and of their obligations to us.

**2. The right to arrange a funeral** - We have 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, being an executor of the estate, acting on the instructions of at least one of those individuals or, in the absence of any such individual, acting in their own capacity to facilitate the funeral.

**3. Changes to timings** - 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 client, we are forced to make other minor changes to funeral arrangements and timings due to reasons beyond our 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 we do not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure and in these circumstances our charges remain payable in full.

Where for any reason we are unable to supply the coffin/casket ordered by the required time we notify you and offers alternatives, the price of the alternative selected by you 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 of the vehicles used are Victorian, vintage or classic and as such are prone to mechanical failure. We do not accept any liability should any of these events occur.

**4. Clothing and personal effects** – We will transfer the deceased person to our premises in the clothing worn unless given instruction to the contrary.

All underwear, socks and nightwear are, together with any soiled clothing, treated as waste and disposed of as appropriate. All other clothing (which are removed for cremation and sent for recycling unless specific instructions are received to the contrary) are removed and held for seven days, after which time (if they have not been collected) without further notice they are disposed of by any means we see fit.

All valuables left with the deceased person at the time of collection are recorded and dealt with in accordance with your wishes. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased person during visitations we are not responsible for its safekeeping and do not accept any liability in the event of loss or damage.

**5. Size of the deceased person** – We are 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 that the size of the deceased person falls below certain reasonable limits. Once known we will consider the deceased person's size (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each funeral home, for each hearse, for each grave and each crematorium.

Our preferred method of movement on a funeral is 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 this indicates there is or could be an unacceptable avoidable risk, we either move the coffin on a wheeled bier or arranges for additional staff or both. Where the size exceeds any of the limits, 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 will be shown on the final invoice.

**6. Final dispersal of cremated remains** – We 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 your instructions. In these situations, the crematorium must by statute follow the instructions of the applicant.

Once the cremated remains are brought into our custody the instructions of the client will always be followed. We will not contact you at this time as to not put pressure on you or your family and it is your responsibility to contact us to arrange collection from our care. If cremated remains are still in our custody 10 years after the cremation and no instructions have been given for their final dispersal we will write to the last known address of the client stating that the cremated remains will be dispersed by scattering on the Garden of Remembrance at the Crematorium the cremation took place without a religious ceremony if further instructions are not received within three months of the date of the letter.

**7. Third party supplies** – We are only responsible for those parts of the funeral arrangement that it performs itself. We are, as a matter of course, makes all other necessary arrangements with third parties on behalf of you (such as with Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and it does so as a declared agent.

Accordingly the third parties involved (and not us) are responsible to you for the provision of those services. In most cases the third parties charge us for their services and we charge you for those services and shows these as disbursements on the final invoice. The charge by us to you will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by us. Some third party suppliers offer to invoice you directly for their services rather than invoicing us.

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 person and you are advised that 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. We does not accept any liability if some mourners are declined entry to the building for the funeral service.

**8. Right to Cancel "Cooling of Period"** - 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 acknowledges receipt of this agreement. We have 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.

If you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

**9. Estimate and Expenses** - The estimate we will provide sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, based on the information and details provided by you at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration when any additional services are added at a later date and particularly where third parties are involved and may change their rates or charges which is out with our control.

We may not know the total sum of third-party charges in advance of the provision of the services; however, we will give you a best estimate of such charges prior to the provision of the services in the detailed written estimate.

If you amend your instructions in terms of the services, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published in our current price list.

On occasion, we may also charge you an administration fee. For example, we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents, we may also recover from you the fees we incur. Further details regarding these fees are available on request.

**10. Payment Arrangements** - We will issue you a detailed invoice for payment in relation to any services provided or undertaken a few days after the funeral date unless you request it before the funeral date. The invoice will be broken down into two sections, 'Funeral Directors Charges' and 'Disbursements' so you can clearly identify what costs relate to the services we have provided and what costs relate to any third party service. The payment of an invoice is due within 30 days of the invoice date unless otherwise agreed by us in writing.

On rare occasions we may agree to a monthly payment plan which will need to be paid on the agreed date at a value that we agree. Failure to do so may result in legal action being taken.

**10a. For Basic Funerals & Unattended Funerals** -Payment in full is required when you engage the service or at the latest 3 days before the confirmed funeral date, failure to do so may result in the funeral date being cancelled.

**10b. Standardised Price & Bespoke Funerals** - A deposit amount of £1,600 (where a cremation or burial existing grave is requested) or £2,500 (where a burial new grave is requested) is required, with the balance due 30 days after receipt of invoice. You will be eligible for a £100.00 discount if the account is settled in full before the funeral date.

We may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums (unless a Court order states otherwise).

**11. Payment of charges** – We will forward its final invoice to another person when so instructed by you. You are 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. You remain liable to us until full payment is received by it. You also remain liable for any outstanding balance due to us 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 you are responsible for ensuring that payment is made within the payment terms detailed below.

Where we have made an estimate of the “anticipated DWP Social Fund payment” this is on the basis of the information provided to it at that time which may be inaccurate or incomplete. We are not responsible for any difference between the actual and anticipated payment and when less is received than anticipated you remain responsible for the shortfall.

**12. Data Protection (Data Protection Act 2018)** - 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 only for the purpose of carrying out the services.

To provide the services, we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly. Further details regarding these third parties are available upon request.

Where requested we will use certain information to supply you with online services. We can not be held responsible for who sees or shares the online information and any derogative comments that may be made. Where possible we will monitor such information and delete if we feel it necessary.

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. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends unless you specify.

Our privacy policy relating to your personal data and data protection can be found on [www.OLDHAMINDEPENDENTFUNERALSERVICES.CO.UK](http://www.OLDHAMINDEPENDENTFUNERALSERVICES.CO.UK), or a copy can be provided.

**13. Complaints** - Harold P Heywood & Co Ltd - The Society of Allied & Independent Funeral Directors (SAIF) requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action. You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to [standards@saif.org.uk](mailto:standards@saif.org.uk).

**Wild & Brierley Ltd & T. Collins & Son Ltd** - The National Association of Funeral Directors Codes of Practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action. You can contact NAFD by completing their online complaints form at [nafd.org.uk](http://nafd.org.uk) or via telephone on 0121 711 1343.

14. **Agreement** - Your instructions will not create any rights enforceable by virtue of the Contracts enforceable by virtue of the Contracts Rights of Third Parties Act 1999 by any person not identified as our client.

If any of these Terms are unenforceable as drafted:-

- It will not affect the enforceability of any other of these Terms; and
- if it would be enforceable if amended, it will be treated as so amended.

The parties agree that these Terms along with estimates and services accounts constitutes the entire agreement between them and supersedes all previous agreements, understandings, and arrangements between them, whether in writing or oral in respect of its subject matter. Our liability is excluded to the maximum extent permitted by law including any implied terms.

No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.

These Terms are subject to English Law. Suppose any provision of these Terms shall be unlawful, void or for any reason unenforceable. In that case, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these terms you submit to the non-exclusive jurisdiction of the English courts.

15. **Additional Legal Requirements** - Donation Companies including our online charitable donation processing partner MuchLoved, make charges for the use of their services, currently it is 3.2% of the gross donation amount in addition to a processing fee of 1.9% + 20p. Further details of these services can be provided and found on their website.

