

TERMS OF BUSINESS & CONDITIONS
EIRLYS JOHNSON FUNERAL SERVICES LIMITED

1. Definitions

“the company”, “we” or “us ” means Eirlys Johnson Funeral Services Ltd.
“the client” or “you” means the person contracting with the company for the provision of the services.
“the services” means the provision by the company of the services set out overleaf.

We aim to act in a professional manner provide a courteous, sensitive and dignified service to you.

2. Estimates and Expenses

Hand written estimates are manually calculated and where addition errors are found later they will be corrected in a formal estimate received with the letter of confirmation, which will be given to the client before the funeral. The estimate sets out the services we agree to supply and is an indication of the charges likely to be incurred on the basis of the information and the details we know at the date of the estimate. While we make every effort to ensure the accuracy of this estimate, the charges are liable to alteration particularly where third parties change their rates or charges. The actual amount of the charges will be detailed and showing in the final account. Certain items of the service are or may become subject to Value Added Tax (VAT) at the prevailing rate as at the date of invoice. Where this is the case, we shall charge the client such VAT.

3. Payment Arrangements

The final account is due for payment within 21 days of our invoice date, unless otherwise agreed by us in writing. Deposit requirements are:

- **Direct, Attended Direct & Simple Funerals** - full payment is due three working days before the funeral date.
- **Traditional Funerals** - a deposit is not required, unless requested by us at the time of arranging (this would be a minimum of all disbursements required three working days before the funeral date).

If you fail to pay your account in full by the due date we may charge you interest:

- at a rate of 5% above our bank’s base rate on the day the account becomes overdue; and
- increasing a further 3% on the first day of each calendar month thereafter; and
- before and after any Judgment (unless a Court orders otherwise).
- An invoice will show any payments made and the outstanding balance due.

We may recover (under Clause 4) the cost of taking legal action to make you pay.

Payment may be made direct into our bank account, by cheque, cash or card. If sufficient funds are available, settlement can be made from the deceased’s bank account without waiting for probate.

Please inform us if you intend to claim for assistance for funeral expenses from the DWP. Generally these payments 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 local DWP office for advice.

Please be aware that the client is legally responsible for the settlement of our final account. If a solicitor or bank request you to forward the invoice to them, please notify us so that our records can be updated. You agree to instruct the solicitor/bank to settle our account within these terms. Your solicitor/bank will confirm that there is no requirement to wait until probate is obtained.

4. Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

This means that you are liable to us for losses we incur because you do not comply with these terms. 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 will also recover from you the fees we incur. We may claim those losses from you at any time

and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

5. Data Protection

Words shown in *italics* are defined in the Data Protection Act 1998 (“The Act”).

We respect the confidential nature of the information given to us and, where you provide us with *personal data* (“data”), we will ensure that the data will be held securely, in confidence and *processed* with the purpose of carrying out our services. In order to provide our services 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 and asked to only use the data we provide for the sole purpose of the funeral. We are not responsible for the use of your data by any third parties, please discuss this direct with them. Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing, receive copies of that data.

6. Termination

This Agreement may be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these terms and (2) by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7. Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Your instructions will not create any right 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.

Nothing in these terms restricts or limits our liability for death or personal injury.

This agreement is subject to English Law. If you decided to commence legal action you may do so, in any appropriate UK Court.

8. Disputes

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

9. Memory Giving

In order to process card donations, we have partnered with memorygiving.com who charge a percentage of all on-line donations & the card processing fees. The details of the funeral will be displayed on a unique page for the deceased on the Memory Giving website. Please notify us if you do not wish to use this service.

10. Disbursements

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 any 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.

11. Cremation Regulations

Any item(s) that are found in a coffin during our closing down procedure, that do not comply with current cremation regulations, will be removed from the coffin and discreetly disposed of.

12. Use of Website

www.ejohnsonfs.co.uk and all its content is protected by copyright law, and either belong to us or are licensed to us to use. Prohibitions relate to copying, redistributing, republishing, modifying or otherwise make the materials on our website available to anyone else without our consent in writing. We may modify, withdraw or deny your access to our website at any time, your use of our website is for personal use only.

Eirlys Johnson Funeral Services Ltd is registered in England and Wales. No. 9185228. Registered address: Exchange House, Norfolk, NR17 2AB