

TERMS AND CONDITIONS

Definitions

1. The following definitions shall apply to the following terms and conditions when used in these conditions: "the Company" means Holmes & Family Ltd. "the Client" means the person who has instructed the Company to make arrangements for a funeral. "Executors" means the executors, personal representatives, or administrators of the deceased's estate.

Applicability

2. These conditions shall apply to all services provided by the Company. No variations to these conditions will be valid unless agreed in writing by the Company. No member of staff has the authority to vary our terms of business verbally.

Price

3. The client has been given an estimate of the Company's charges. Whilst the Company will use all reasonable endeavours to ensure the accuracy of the prices estimated no responsibility can be accepted by the Company for errors or omissions. The Client agrees that due to unknown third party cost increases, the actual cost of the disbursements may be higher than estimated.
4. Funerals are currently vat exempt and none will be charged unless legislation changes.

Payment

5. Payment terms are as follows: 50% deposit and full disbursements at the time of arrangement, remaining balance to be paid 48 hours prior to the date of the funeral ("the Due Date")
6. The Client is personally responsible and solely liable for the fees and charges associated with the funeral account. In the event that the Client is unable to settle the account due to mental incapacity or death the account will be passed for settlement to their next of kin or executor. Where there is an estate to be administered, the Client should make arrangements to settle the funeral account, on or before the 14th day from the date of the funeral. After 30 days, interest at 3% per month is payable. I understand that in the event of non payment, the funeral may be postponed.

INVOICES NOT PAID BY THE DUE DATE AND THE COMPANY NOT APPROVING ANY DELAY IN PAYMENT WILL BE PASSED TO THE COMPANY'S COLLECTION AGENCY WITHOUT FURTHER REFERENCE TO THE CLIENT. ALL COSTS INCURRED IN THE PURSUANCE AND THE RECOVERY OF OVERDUE INVOICES WILL BE MET BY THE CLIENT

Liability and Claims

7. The Company shall be under no liability to the Client for any indirect loss and/or expenses suffered by the Client arising out of a breach by the Company of this contract. Client agrees to collect cremated remains within 90 days.
8. All claims against the Company under this contract must be made by the Client in writing within 14 days of the date of the funeral, after which the Company will accept no responsibility.
9. In the event of any breach of the Company of this contract, the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price charged to the Client for the Company's services.
10. The Company does not exclude liability for death or personal injury due to the negligence of the Company.

Third Party Disbursements

11. The Company is able to make a number of arrangements on behalf of the Client with third parties including but not limited to the Church, Minister, Celebrant, Gravedigger, Newspaper and Florists. The Company hereby excludes all liability in respect of provisions of goods and services by such third parties. The Company will however assist the Client in any claims against third party suppliers subject to the Client indemnifying the Company in respect of its reasonable costs. Disbursements must be paid in advance of the funeral, or it cannot go ahead.

Force Majeure

12. The Company shall not be liable to the client for any breach of contract, if the breach was due to any cause beyond the Company's reasonable control. Severe weather e.g. snow, terrorist incident, traffic accident, road closure, pandemic or self isolating etc.

Code of Practice

13. The Company is a member of the National Association of Funeral Directors and agrees to honour the spirit and provisions of its Code of Practice, including the NAFD Resolve Scheme.

Waiver

14. No forbearance, delay or indulgence by either party in enforcing the provisions of this contract shall prejudice or restrict the rights of that party nor shall any waiver of such rights operate as a waiver of any subsequent breach.

Notices

15. All notices required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in the Funeral Instructions or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered by hand or by first class prepaid letter and shall be deemed to have been served if by hand when delivered and if by first class post 48 hours after posting.

Data

16. By signing these Terms and Conditions you consent to data being used by Holmes & Family Ltd and other third parties in relation to the arranging of this funeral. Please ask us for full details of our policy and your rights.

CANCELLATION

17. You have a right to cancel this contract without giving any reason. You must inform us of your decision in writing within 14 days. We will charge you for the work we have carried out up to the point when you cancel.