



**JACKSON FAMILY**  
FUNERAL DIRECTORS



## **TERMS & CONDITIONS**

### **ESTIMATE & EXPENSES**

The estimate sets out the services we agree to supply upon formal instruction. This estimate is an indication of the charges likely to be incurred based on the information and details provided at the date of issue. While we make every effort to ensure its accuracy, the charges are liable to alteration particularly where third parties change their rates or charges. The final number of charges will be detailed and shown in a typed invoice.

### **PAYMENT TERMS**

A deposit equal to the third-party costs must be received two working days prior to the funeral. The outstanding balance is required to be paid on a strict 14-day policy, from the date of your funeral service. You may pay the estimated amount in full prior to the funeral date but any costs incurred after payment will be invoiced accordingly. This does not affect your statutory rights. If you fail to pay the account within the agreed period, you may be charged a late payment fee of £25 per calendar month or part thereof. After 3 months of the funeral date, we have the right to instruct a debt recovery agency to ensure payment is made. A £200 debt recovery instruction fee will be placed in the account, and you are liable to pay all fees incurred to ourselves from the debt recovery agency. In the unlikely event of legal proceedings, you will be responsible to pay all fees we incur. Direct cremation requires payment to be made 48 hours prior to the funeral service.

### **INDEMNITY**

By signing our agreement, you indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing and legal costs) following any breach by you of any of your obligations under these terms. This means you are liable to us for losses we incur because you do not comply with these terms. For example, we may charge you an administration fee of £25 for any cheques you give us that are not honoured at a bank.

Under your instruction, we will instruct third party contractors to deliver part(s) of the service. Although we are instructing their services and facilitating their payment, their ability and reliability are a variable outside our control. As such should their services be of an unsatisfactory level, you indemnify Jackson Family Funeral Directors Ltd for any financial or emotional burden that may arise. Under your instruction we will seek a refund of monies from the third party, but we cannot guarantee success of gaining this. You (the client) accept the charges that may occur to us to rectify any situation that arises from a third-party supplier's failure, we will seek our financial damages from any refund given by them. If you contract a third party outside of our agreed funeral arrangements, you must seek financial refund from the directly and accept we may issue an invoice to yourselves should be incur costs to rectify any problem.

This indemnity statement also includes any costs incurred for delay or cancellations of service due to mechanical, natural, or environmental impacts, this includes the effects of natural disasters, weather implications and mechanical failure of vehicles.

### **DATA PROTECTION**

Our data protection and privacy statement is now included in a GDPR form which you will be asked to sign separately.

**TERMINATION**

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these terms and (2) by you communication to us in writing terminating your instructions. Upon instruction of termination, you will be invoiced for all instructions completed by us up to the date of termination including costs incurred to us from third parties. We reserve the right to enact a £195 cancellation fee plus £25 fee per third party we must cancel.

**STANDARDS OF SERVICE**

If you have any concerns or questions about the services we provide our complaints procedure can be found on our website [www.jacksonfamilyfunerals.co.uk](http://www.jacksonfamilyfunerals.co.uk), as members of the Society of Allied Independent Funeral Directors, an arbitration service is available to you.

**CREMATED REMAINS (ASHES)**

Our funeral services include either hand delivery to yourselves within 28 days of the funeral service, priority hand delivery or the scattering of ashes at the crematorium the committal took place. Should we be instructed to store ashes beyond 28 days we reserve the right to charge a £25 storage fee per calendar month or part thereof. Following three attempts' communications (telephone, letter and email) regarding ashes we store past 12 months, we have the right to return the ashes to the crematorium to be scattered in the garden of rest. Any charges incurred will be invoiced to yourselves.

I ..... agree to the terms and conditions above and the estimate given.

Signed .....

Date .....