

BENNETTS FUNERAL DIRECTORS LIMITED

ABBREVIATED STANDARD TERMS AND CONDITIONS

These are our abbreviated terms and conditions which will govern the contract between you and us. Any reference to 'us' or 'we' in these terms and conditions is a reference to Bennetts Funeral Directors Limited (company registration number 00380987). By instructing us to act on your behalf and by signing our funeral arrangement you are agreeing to these terms and conditions. The numbers below correspond to the full terms and conditions shown on our website, link herewith. <https://www.bennettsfunerals.co.uk/terms-and-conditions/>

Our Services

1. We will provide the services specified on the arrangement form you have signed at the costs specified on the arrangement form subject to the provisions of these terms and conditions. In some cases we will be unable to confirm the final price for some of the services we are to provide to you (Such as the production of order of service) until you provide us with further details. Where we are unable to give a final estimate when the arrangement form is signed we will confirm the final account when we receive the information from you which is necessary to allow us to do so.

6. Many of the services provided as part of the funeral will not be provided directly by us but will be provided by third parties such as celebrants, ministers, cemeteries and crematoria, organists and gravediggers and the like. By entering into this contract you authorise us to engage third parties required to provide the services we have ordered on your behalf as your agent and you undertake to be liable for the fees payable to those third parties. These will be included in the final invoice we provide you.

8. Where the deceased is cremated we will if requested store the deceased's ashes free of charge for one year from the date of cremation. After the end of that year if you have not collected the ashes or given us instructions on how to deal with them, we will continue to store the ashes but you agree to pay us a fee of £100 per year (or part of a year) for doing so. If after 5 years you have not collected the ashes or given us instruction on how to deal with them, we will scatter the ashes respectfully in a garden of remembrance, having first informed you by a letter sent to you by recorded delivery of the location for the scattering. Otherwise, we will only release the deceased's ashes to you or to a person nominated by you.

Your rights and obligations

10. You have the right to cancel any order for goods and services within 14 days of placing the order whilst in the client's home. To cancel an order you must send us notification of the cancellation of the order in writing to us at Bennetts Funeral Directors Ltd, 120 High Street, Brentwood, Essex, CM14 4AS. The notification of cancellation will take effect when it is received by us. You do not have the right to cancel any order for goods or services if the services have already been provided or if goods have been made to your specification which are personalised and cannot be resold. If you cancel after we start providing services but before the services are complete then you will pay us for the services which have been provided up to the time when we are notified of the cancellation of your order.

11. When the funeral arrangements have been completed we will provide you with a written estimate of all costs for the services you have requested. We reserve the right to issue an invoice requiring payment in advance for a proportion or all of the costs set out in the estimate. If that invoice is not paid by the due date then we shall be under no obligation to provide the service you have requested and we will only enter into a new agreement to provide those services where full payment of the sum demanded in advance (together with any penalties or cancellation fees which have arisen as a result) is made.

12. After the funeral has been conducted we will send you an invoice for all our charges and all the charges payable to third party suppliers. This will take account of any charges payable by a pre-payment fund and any payments made in advance by you or on your behalf. This balance is payable by you 30 days after the date of the invoice.

13. If the final invoice is not paid within 30 days you will pay interest to us at a rate of 2% per month on any outstanding balance and a surcharge of £20 for every reminder letter sent by us to you once the 30 day payment period has expired. We reserve the right to assign the debt to a debt collection agency or to issue proceedings to recover the debt if it is not paid within 30 days.

Limitations on our liability

19. If valuables such as jewellery are left with the deceased in a chapel of rest we are not responsible for their safe-keeping and will not be liable in the event of loss or damage unless caused by our negligence.