

Terms and Conditions



These terms and conditions are the terms for the provision of services by Us, Coventry Funeral Service as part of Coventry City Council to You, the client.

1. Definitions and interpretation

In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “*Business Day*” means any day other than Saturday, Sunday or a Bank Holiday.
- “*Client*” means You the individual who is named on the contract.
- “*Contract*” means the contract for the provision of the services, as explained in clause 2.
- “*Third party fees*” means a payment made to third parties on your behalf, including but not limited to, a minister or officiant, doctor’s fees, crematorium or cemetery fees or regulatory fees.
- “*Estimate*” means a written indication of the charges likely to be incurred for our professional services fees and third party fees and may be subject to change in accordance with clauses 3.1 and 3.2.
- “*Final Account*” means the total price payable for the Services.
- “*Services*” means the services which are to be provided by Us to You.

- 1.1 Each reference in these terms and conditions to “writing” and any similar expressions include electronic communications whether sent by email or other means.

2. The contract

- 2.1 These terms and conditions govern the sale and provision of services by Us and will form the basis of the contract between Us and You. Before signing our contract, please ensure that You have read these terms and conditions carefully. If You are unsure about any point of these terms and conditions, please ask for clarification.
- 2.2 You expressly agree that You have the authority to enter into such agreement and that any amendments or variations must be requested by You. In the event You enter into this agreement without the correct authority, knowingly or not, we reserve the right to terminate immediately and shall enter into an agreement with the relevant authorised person.

3. Estimates

- 3.1 We will provide an estimate of sums due. The estimate provided sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration where circumstances occur outside of our control and where your requirements change.
- 3.2 We may not know the amount of third party fees in advance of the funeral, however, we will give You a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account.
- 3.3 If You amend your instructions, we will require your confirmation of the changes in writing. We may need to make an extra charge in accordance with prices published on our current price list or subject to the change requested, no change will be implemented without your written agreement.
- 3.4 The final invoice with the amount due will be sent out within five days after the funeral.

4. Orders

- 4.1 All orders for services will be subject to these terms and conditions. A legally binding contract between Us and You will be created upon You signing the estimate within the confirmation of funeral arrangements.
- 4.2 You may change your order a minimum of three working days before the funeral by contacting Us in writing. We will use all reasonable endeavours to accommodate any changes but we make no guarantee we can do so.
- 4.3 If an order is changed, we will inform You of any change to the final account in writing.

5. Payment

- 5.1 Payment will be asked for upon formation of the contract. However, time may be permitted without payment being taken while a DWP Funeral Expenses Payment claim is being processed.
- 5.2 The invoice is due for payment within 30 calendar days of the funeral taking place unless otherwise agreed by Us in writing.
- 5.3 Supplementary invoices may be issued at any time prior to or following the funeral. They are due for payment on receipt of the invoice.
- 5.4 We will add VAT, where applicable, to the charges and the rate applicable when we prepare the invoice.
- 5.5 We accept payment by credit or debit card, cash, bank transfer, or banker’s cheque.
- 5.6 Please inform Us if it is intended to make a claim for assistance with funeral expenses from the Department for Work and Pensions. The rules for eligibility are complex, and we advise that You speak to your local DWP office for advice. In most circumstances, they will not cover the entire fees due. We will note on the arrangement form if You will be making a claim for DWP assistance and the requirements we need from You which will form part of this contract.
- 5.7 Please inform Us in writing within three days of this contract being signed if a solicitor or bank trust company asks that the invoice is forwarded to them to make the payment to Us.
- 5.8 If You do not make payment on the due date or contact Us in confidence to discuss methods of payment promptly, we will commence our debt recovery procedure as explained at the formation of the contract. We will also seek to recover the cost of taking any legal action.
- 5.9 All goods and services provided by Us to You will be shown on the arrangement form which will form of the contract

6. Providing the services

- 6.1 All services will be provided by Us in accordance with all relevant laws, rules and regulations.
- 6.2 We will not undertake any services that are in conflict with any law in force, any voluntary or mandatory code of practice, or any similar rules, regulations or codes.
- 6.3 We will make every reasonable effort to complete the services on time and in accordance with the dates specified in the booking confirmation. We cannot, however, be held responsible for any delays if an event outside our control occurs.



- 6.4 If we require any information from You in order to provide the services, we will inform You of this as soon as is reasonably possible and You promptly provide such information to ensure the Services can be delivered in accordance with this contract.
- 6.5 If the information You provide under clause 6.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that You have provided, we may charge You a reasonable additional sum for the costs incurred.

7. Our liability

- 7.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of our breach of these terms and conditions or as a result of negligence up to 100% of fees incurred in delivering the services in this contract only. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by You and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 7.2 Nothing in these terms and conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 7.3 Furthermore, nothing in these terms and conditions shall affect your statutory rights as a consumer.
- 7.4 Own Bearers – Bearing by family members or anyone other than the staff of Coventry Funeral Service will only be permitted at the discretion of the Funeral Director. We will not be held responsible for any mishap, loss, injury or damage should anyone other than our staff wish to pall bear, or carry out any other function usually carried out by the Funeral Director staff.

8. Events outside of our control

- 8.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such cases include but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, government action, epidemic or other natural disaster, or any event that is beyond our control.

9. Cancellation and cooling-off period

- 9.1 If You are a consumer within the United Kingdom, You have a legal right to a “cooling-off” period within which You can cancel the services for any reason within 14 days of the day the contract was formed.
- 9.2 Please note that You will lose this legal right to cancel under clause 9 if:
- 9.2.1 The services have already been completed within the first 14 days which You expressly agreed to.
- 9.3 Should You choose to cancel the contract outside the cooling-off period or having given your written authority to commence work during the cooling-off period, You will be charged for any services already provided and/or any third party fees incurred.
- 9.4 We may cancel the contract in writing at any time before we begin providing the services if the required personnel and/or required materials necessary for the provision of the Services are not available, or if an event outside of our control continues for more than 14 days.

10. Communication and complaints

- 10.1 In certain circumstances You must contact Us in writing (when cancelling an order, or amending your order, for example, or exercising your right to cancel the services). If You wish to contact Us with questions or complaints, You may contact Us at Coventry Funeral Service (Jackson Road, Coventry CV6 4BT) or by email at info@coventryfuneralservice.co.uk
- 10.2 We maintain a full complaints procedure, to which any complaint should first be addressed to us, which will be acknowledged by Us within seven days of receipt. We will endeavour to resolve your complaint within 28 days of receipt.

11. How we use your personal information (Data Protection)

- 11.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulations 2016 “GDPR” and Data Protection Act 2018.
- 11.2 We may use your personal information to provide our services to You and process your payment for the services.
- 11.3 We will not pass on your personal information to any other third parties without obtaining your express permission.

12. Other important terms

- 12.1 We may transfer (assign) our obligations and rights under these terms and conditions (and under the contract as applicable) to a third party (for example, if we sell our business). Your rights under these terms and conditions will be transferred to the third party who will remain bound by them.
- 12.2 You may not transfer (assign) your obligations and rights under these terms and conditions and under the contract without our express written permission.
- 12.3 The contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these terms and conditions.
- 12.4 If any of the provisions of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these terms and conditions. The remainder of these terms and conditions shall be valid and enforceable.
- 12.5 No failure or delay by Us in exercising any of our rights under these terms and conditions means that we have waived that right, and no waiver by Us of a breach of any provision of these terms and conditions means that we will waive any subsequent breach of the same or any other provision.
- 12.6 Cremated remains: We reserve the right to return uncollected cremated remains to the crematorium should they not be collected within 24 months following the cremation date. We will write to You to ask for updated instructions before we return them. If we do not receive a reply within a reasonable amount of time (4 weeks) we will return the cremated remains. You are responsible to update Us with your correct contact details. You will be asked to sign a change of instructions form at the initial arrangement and this will be held on file and used if required by ourselves to facilitate the return of the cremated remains. You will be responsible for any fees incurred at the crematorium by the return of the cremated remains.

13. Governing law and jurisdiction

- 13.1 These terms and conditions and the contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 13.2 Any dispute, controversy, proceedings or claim between the parties relating to these terms and conditions shall fall within the jurisdiction of the courts of England and Wales.

