# Signature & Principal Funerals - Terms and Conditions of Service

Kevin Matthews Funeral Service LTD is committed to providing dignity and care for your loved one. All clients will be sent an estimate of our services (please note this is not an invoice). By signing the Agreement & Estimate, you will be agreeing to the following terms and conditions set out below:

## **Parties & Sharing Data**

In these Terms and Conditions, the terms 'our,' 'we', 'us' means Kevin Matthews Funeral Service Ltd at 1-5 Balmoral Road, Northampton, NN2 6LA. Company Registration No 7095620. The terms 'you', 'your' means the client or the company requesting our services.

Your contact details will be shared with third-party organisations required for the arrangements of the Funeral, Interment of Cremated Remains, and any memorial products or sign-posted services before, during or after the funeral arrangements. Third-parties may include Crematoriums, Churches, Cemeteries, Officiants, Hospitals, Doctors, Coroners, Stonemasons, Memorial Suppliers, Transportation Services, Death Notification Services, Charities, Sign-posted services, Online Tribute/Donation Platform Providers etc.

## **Right to Cancel the Contract**

## (Arrangements outside of the premises of Kevin Matthews Funeral Service LTD):

The Consumer Contract Regulations 2013 gives a client signing a contract with a company the right to cancel within a period of 14 days from the signed agreement (estimate), you can cancel by email to <u>info@kmfunerals.co.uk</u> or by letter to Kevin Matthews Funeral Service LTD, 1-5 Balmoral Road, Northampton, NN2 6LA. We will only accept a cancellation confirmation from our client (the same person who signed or agreed the estimate) and will always acknowledge receipt of any cancellation notice; this contact will be our confirmation of receipt.

As authority was given to instruct Kevin Matthews Funeral Service LTD to arrange / conduct the funeral, if any costs have been incurred during the 14-day cancellation period for services offered or payments made for disbursements to third parties, these will be passed on to the client. There is no right to cancel if the Funeral has taken place within the 14 days.

## **Right to Cancel the Contract**

## (Arrangements conducted at the premises of Kevin Matthews Funeral Service LTD):

You have the right to cancel up to 24 hours after receipt of an itemised estimate, by email to <u>info@kmfunerals.co.uk</u> or by letter to Kevin Matthews Funeral Service LTD, 1-5 Balmoral Road, Northampton, NN2 6LA. We will only accept a cancellation confirmation from our client (the same person who signed or agreed the estimate) and will always acknowledge receipt of any cancellation notice; this contact will be our confirmation of receipt.

As authority was given to instruct Kevin Matthews Funeral Service LTD to arrange / conduct the funeral, if any costs have been incurred due to your instructions during this period for services offered or payments made for disbursements to third parties, these will be passed on to the client. There is no right to cancel if the Funeral has taken place.

## The person with the authority to arrange the Funeral

Usually, it is the Next of Kin or the Executor who would have the authority to arrange the funeral. Kevin Matthews Funeral Service LTD cannot independently check if our client has this authority. We will accept the person who provides the necessary legal paperwork as our client.

## **Payment and Charges:**

# A. Payment of Charges for Signature and Principal Funerals:

Following the funeral, a final invoice will be sent to the client for payment. Payment should be made within 28 days of the date of the final invoice, in full, to Kevin Matthews Funeral Service LTD. The liability for the invoice will be with our client. There will be no additional charge if payment is made in full within the 28-day period. **The following payment options are available (these must be requested prior to the Funeral Date): Option 1**: 50% of the funeral account settled within 28 days of the final invoice, with the remaining 50% paid in equal consecutive instalments over the next 6 months. If these payment terms are not met, we will apply a 5% interest charge of any outstanding balance at that time.

**Option 2**: Payment in up to 12 equal consecutive monthly instalments. Interest will be charged at 5% of the final invoice total and added to the account. The first instalment must be made within 28 days of the final invoice.

## **B.** Account Details for Payment:

Account Name: Kevin Matthews Funeral Service Ltd Account No. 17078547 Sort Code: 54-10-44 Ref: (Surname and invoice ref. no. eg. Smith/NOR-123456)

# C. The Final Invoice:

This may be different to the estimate as additional services may be added by the client in the planning stage of the funeral. If payment is being made by a third party e.g. a plan provider, the remainder of the invoice will remain the client's liability. We endeavour that all estimates are correct. However, should any addition errors or changes to third-party fees be made, these will be corrected on the final invoice.

## **D.** Advance Payments:

Kevin Matthews Funeral Service LTD may ask for payment before the funeral takes place. We retain the right to ask for payment of third-party costs to be made in advance. Clients needing additional financial support should make the Funeral Director aware at the arrangement.

## E. Late Payments:

If a payment arrangement has not been agreed prior to the funeral date then all accounts should be settled in full within 28 days of the invoice date, otherwise a 5% fee of any outstanding balance will be applied, then a further 2% fee will be applied to the outstanding balance for each full month until payment is made in full. If you have not contacted us prior to the 28 days to inform us of a delay and the account remains with an outstanding balance, we may hand the account to a debt collection agency or take legal action to recover funds. Any additional charges (e.g interest, court fees or other) incurred because of either of these types of action will be passed to the client.

## F. Avoiding Late Payment Fees:

To avoid any late payment fees to your account, full payment is required within 28 days of the invoice date or a payment plan agreed prior to the funeral date and the terms of the payment plan are met. If you are having difficulty paying the invoice or are aware of a delay to payment in full, please contact us as soon as you are aware.

## G. Personal Items:

All clothing will be held for 30 days following the funeral date – if families have not collected these items within this time, then the items will be passed to a charity or destroyed. We can hold items for longer (depending on size there may be a charge) however we would need to be notified within 30 days of the funeral.

All items placed in the coffin, are left in situ on/with the deceased during visits to the Chapel of Rest; Kevin Matthews Funeral Service LTD is not responsible for its safekeeping and does not accept any liability in the event of loss or damage during this period.

## H. Jewellery:

Any valuables on display for private viewing are done entirely at the client's risk, Kevin Matthews Funeral Service LTD is not responsible for its safekeeping and does not accept any liability in the event of loss or damage during this period. No insurance is held by the company for removal of items during a chapel visit.

## I. Standard Size Coffins:

All estimates will be quoted on a standard size coffin ( $6'2 \times 22''$  or smaller) unless otherwise stated – larger coffins are available and will incur an additional cost. In some cases, six or more pallbearers will be needed to carry the coffin. We are a responsible employer conforming to the Manual Handling Regulations 1992. If additional Pallbearers are required a charge of £100.00 per pair will be added to the account. The Funeral Director will update the client of this charge.

## J. Disbursements:

These are payments that Kevin Matthews Funeral Service LTD makes on your behalf to third parties. These payments are made following instructions given by our clients at the funeral arrangement and therefore form part of the final account.

## K. Mileage:

All estimates are given with the presumption that collection, care and the funeral will be within a 15-mile radius of our Balmoral Road Funeral Home. Cost outside of this radius will be £2.00 per mile, in each direction.

## L. Bearers not supplied by Kevin Matthews Funeral Service LTD

Bearing by family members or anyone other than the staff of Kevin Matthews Funeral Service Ltd 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 perform any other function usually carried out by the Funeral Director staff.

## M. Online Tribute:

We will create an online tribute and will transfer guardianship of this tribute to you. The tribute will include funeral service details, a photograph (where provided), and the option for online donations to your chosen registered charity (where required). Our donation platform partner is Much Loved. The online tribute will be published on our website www.kmfunerals.co.uk and www.muchloved.com.

## **Funeral Definition**

All prices quoted are for funerals where the burial or cremation takes place immediately following, before or at the same time as a ceremony or service. If this is not the case, then additional fees will be payable – these are available on request and will depend on the client's instructions; a minimum fee of £250.00 will apply.

Please note for funerals held outside of our normal working hours Monday to Friday 8.30am - 5.30pm there will be a surcharge of £330.00.

Time allocated to a funeral will be a maximum of 3.5 hours; a surcharge of £60.00 per vehicle per half hour following this time will be applied.

## **Cremated Remains**

Cremated Remains will be held for 1 year from the date of the funeral without charge. Before this period ends an instruction will be requested from our client. Cremated Remains held by Kevin Matthews Funeral Service LTD are done so entirely at the client's risk and no insurance is held by the company pertaining to this.