

Jennifer Ashe & Son Funeral Directors Ltd

Terms and Conditions

1. Need for detailing terms and conditions. The Company's primary concern is to provide a high quality service and as such would not seek to enter into a long and unnecessarily detailed contract for service. It does however acknowledge that its areas of responsibility and obligations should be clearly defined in writing to its clients who should also be aware of the level of protection offered to them and of their obligations to the Company. Throughout these terms and conditions the "Company" is Jennifer Ashe & Son Funeral Directors Ltd. Or any subsidiary or trading name used by it.

2. The right to arrange the funeral. The Company has no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, an executor of the estate or acting on the instructions of those persons or in the absence of the existence of any executor or family. Throughout these terms and conditions this person is the "client".

3. General observations. The Company employs highly qualified and experienced staff who will use their best professional skills to ensure that the requests of its clients are honoured. During the initial planning the Company representative may not be aware of all the individual family circumstances, the nature of the deceased's passing and the general condition of the deceased to enable viewing in our chapels of rest, and as these are disclosed it may transpire that certain requests cannot be met. In these circumstances the Company will assist in making alternative arrangements, but it will not accept any liability for additional costs or losses that may arise as a result.

4. Changes to funeral timings, extra services and supply failures. The dates and times for the funeral cannot be guaranteed until final bookings are made and confirmation received from all third parties involved. On occasion, even after confirming details to its clients, the Company is forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control. Timing is not therefore the essence of this contract. Where possible any changes are notified to the client in advance, but this is not always possible, the Company does not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure and in these circumstances the Company's charges remain payable in full. Some of the facilities offered are dependent upon the behaviour of animals such as horse drawn vehicles and dove releases and it must be understood that in certain circumstances these animals may be unable to perform the required duties due to ill health and weather conditions. Further some of the vehicles used are Victorian, vintage or classic and as such are prone to mechanical failure. The Company does not accept any liability should any of these events occur.

5. Hygienic Treatment, Clothing and personal effects. The Company transfers the deceased to its premises in the clothing worn unless given instruction to the contrary. For the prevention of a health and safety risk any soiled clothing will be removed, treated as waste and incinerated. All deceased in our care receive hygienic treatment, which may include embalming where required for the health and safety of our employees or for viewing purposes and by signing this agreement you give us permission to embalm your loved one. All valuables left with the deceased at the time of collection are done so without the company bearing any responsibility for these items. It is the client's responsibility to inform us if you wish for these items to be returned to you. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased during viewing visitations the company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage. Likewise we accept no responsibility if these items are subsequently not removed and are either buried or cremated at the time of the committal of the deceased. We advise you to collect any jewellery you wish to retain before the funeral service.

6. Size of the deceased. The Company is, usually, unaware of the size of the deceased at the time the funeral is being arranged. The prices quoted and availability of products and services is based on the assumption that the size of the deceased falls below certain reasonable limits. These limits are that the coffin required is no greater than 6ft 4 in length and no wider than 26" across the shoulder part of the coffin. Once known the Company takes account of the

size of the deceased (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each funeral home, for each hearse, for each grave and for each crematorium.. Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff, transport and equipment and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service and any additional costs involved in these changes are shown on the final invoice.

7. Right to cancel the contract - The Consumer Contract Regulations 2013. This regulation gives a client signing a contract with a company in their home a right to cancel within a period of 14 days, starting with day one being the date the client signs and acknowledges the agreement. If the client wishes to cancel this contract a cancellation notice needs to be sent within the 14 day cancellation period to John Ashe, Jennifer Ashe & Son Funeral Directors Ltd, Ashe House, 19-21 New Road, Willenhall, West Midlands, WV13 2BG. If a client sends a cancellation notice through the post the company will not be aware of the client's wish to cancel the contract until the notice arrives. The company will always telephone the client to confirm receipt. If a client does not receive a call from the company the next day after posting the client should contact the company as the notice may not have arrived. If a client requires the provision of goods or services by the company before the end of the cancellation period the company will require the client's written consent and the company will require payment from the client for any goods and services provided before and after receipt of written consent.

8. Final dispersal of cremated remains. The Company will usually follow the specific instructions of the client in regard to the cremated remains. An exception to this must be made when the applicant for cremation instructs the cremation authority to do something contrary to the instructions of the client. In these situations the crematorium must by statute follow the instructions of the applicant. Once the cremated remains are brought into the custody of the company the instructions of the client will always be followed. The client will be contacted from time to time when cremated remains are stored in the Company columbarium. If cremated remains are still the custody of the Company 10 years after the cremation and no instructions have been given for their final dispersal the Company will write to the last known address of the client stating that the cremated remains will be dispersed by scattering in a private woodland without a religious ceremony if further instructions are not received within three months of the date of the letter.

9. Donations in lieu of floral tributes and memorial pages. To facilitate the collection of monies in aid of charitable organisations in lieu of flowers the company shall create a memorial page on it's website, this page contains a donation facility enabling mourners to make online payments direct to the charity in memory of the deceased. following the funeral any money collected at the service will be added to this page by the company. In signing this contract you agree to the company creating and publishing a memorial page on it's website and acknowledge and agree that the published page will contain details of the deceased, such as full name, date of birth and death, age, funeral location, date and time. you also acknowledge and agree you will be listed as owner of the page. The company regrets that without your permission to the above we will be unable to facilitate the collection of memorial donations before, during or after the funeral.

10. Third party supplies. The Company is only responsible for those parts of the funeral arrangement that it performs itself. The Company, as a matter of course, makes all other necessary arrangements with third parties on behalf of its clients (such as with Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and it does so as a declared agent. Accordingly, the third parties involved (and not the Company) are responsible to the client for the provision of those services. In most cases the third parties charge the Company for their services and the Company charges its client for those services and shows these as disbursements on the final invoice. The charge by the Company to its clients will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by the Company. Some third party suppliers offer to invoice the client directly for their services rather than invoicing the Company. When this option is available the Company always selects it on the client's behalf. Some places of worship including cemetery and crematorium chapels are now restricted by fire regulations with regard to the number of people who may enter the building. The Company does not accept any liability if some mourners are declined entry to the building for the funeral service. The Company accepts no liability for any errors made by third party companies or service providers, such as wrong grave sizes, location of grave opening for cremated remains burials or damages to headstones caused by the need for removal for a burial to take place. By signing this agreement you also give us full permission to remove any headstones and or subsequent grave fittings in order for a burial to take place.

11. Data protection. Although the Company cannot register under the Data Protection Act 1998 it does respect the confidential nature of the information given to it. It does ensure that this is held securely and in confidence and is only processed for the purpose of carrying out the required service. It does need to pass such data to third parties who are being requested to perform services for clients and they may contact those clients directly. Clients can apply to the Company in writing and on payment of a fee they may receive copies of that data. Clients should also note that information about the timing and details of the death and the funeral ceremony will be deemed to be in the public domain. As such all enquiries requesting information about the death and the funeral will be answered.

12. Liability for payments. The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated person, the DWP or whoever is administering the estate of the deceased and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below. Where the Company has made an estimate of the “anticipated DWP Social Fund Grant” this is on the basis of the information provided to it at that time. The Company is not responsible for any difference between the actual and anticipated grant and when less is received than anticipated the client remains responsible for the shortfall.

13. Payment terms. Full payment is required no later than three days prior to the Funeral taking place. Where the company does not receive payment within this time-frame it reserves the right to postpone the funeral or terminate our services. Occasionally funeral accounts may have an outstanding balance after the funeral, such as if the family have added any last minute services following payment of the original bill, such as additional flowers or limousines. Final funeral bills are forwarded to families normally 2 days after the funeral has taken place with a request for the balance to be settled on receipt. The Company's final account for it's services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third party values will be actual gross amounts rather than estimated. Manual calculations are used to compile the estimate and where addition errors are corrected the total due will show on the final invoice. Any accounts not settled within shall attract an interest rate on the outstanding balance at the rate of 5% above Santander base rate per month, from time to time prevailing the account will also attract any legal and administration fees that the company endures as a result of breach of this contract by the client, interest shall continue to be charged before and after any Court Judgement unless stated otherwise by The Court at the time of making the order. For accounts that remain unpaid after the due date a £15 administration charge will be applied for each recorded delivery letter we send to you in connection with the unpaid account, we will write to you no more than twice before the outstanding balance is transferred to the court.

All accounts beyond our credit terms will be passed to our debt collection agency, DCBLT. All accounts, without exception, will be subject to a surcharge of 20% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.