



# WILLIAM & SON

## FUNERAL DIRECTORS

### Terms and Conditions of Service

These Terms and Conditions apply to all services provided by William & Son Funeral Directors Ltd (“we”, “us”, “our”) to the client (“you”, “your”).

We understand that arranging a funeral is a difficult time. Our aim is to support you with care, dignity, and professionalism while clearly setting out our mutual responsibilities.

By instructing us to proceed with funeral arrangements, you agree to these Terms and Conditions.

- 1. Scope of Services** - We will provide funeral services as agreed in the written estimate, funeral arrangement form, or invoice. Services may include (but are not limited to):
  - Collection and care of the deceased
  - Preparation and embalming (where requested or required)
  - Funeral ceremony arrangements
  - Transportation
  - Coffins, urns, and related goods
  - Burial or cremation arrangements
  - Assistance with statutory documentationAny additional services requested after confirmation may incur additional charges.
- 2. Authority to Act** - You confirm that you are the legal next of kin or authorised representative of the deceased and have the authority to instruct us. You warrant that all information provided is accurate and complete.
- 3. Family Disputes and Authority to Proceed** - In the event of a dispute between family members or other parties concerning funeral arrangements or authority to give instructions, we reserve the right to suspend or postpone funeral services until the matter is resolved and clear written authority is provided by the person legally entitled to give instructions. We cannot act on conflicting instructions from different parties. Any additional costs incurred due to delay or postponement (including, but not limited to, storage, rescheduling costs, or third-party charges) shall be the responsibility of the client. We shall not be liable for any delay or inconvenience arising from family disputes or from our decision to postpone services in order to avoid acting without proper authority.
- 4. Estimates and Pricing** - A written estimate will be provided in accordance with the Consumer Rights Act 2015. Prices include VAT where applicable. Disbursements (third-party costs such as crematorium or burial fees, clergy, flowers, obituary notices, doctors’ fees, etc.) are charged at cost unless otherwise stated. We will notify you of any significant changes as soon as reasonably possible.
- 5. Payment Terms** - Disbursements, Additional Options and 50% of our charges are to be paid at your early convenience, and not less than 5 working days before the funeral. The remaining balance is to be settled within 14 days of invoice. We reserve the right to request full payment prior to the funeral taking place. Interest may be charged on overdue accounts where legally permitted.
- 6. Cancellation and Changes** - Cancellation must be made in writing. Charges will apply for services already provided and goods already ordered or supplied. Bespoke items such as coffins or printed materials may not be refundable once ordered.

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7. **Cremation and Burial** - You confirm that all necessary statutory forms and permissions will be provided. We cannot be responsible for delays caused by:
  - Incorrect or incomplete documentation
  - Coroner or medical referee delays
  - Crematorium or cemetery availability**For cremation**, you authorise us to proceed in accordance with the Cremation (England and Wales) Regulations 2008 (or relevant local legislation).
8. **Care of the Deceased** - We will treat the deceased with dignity and respect at all times. Embalming will only be carried out with your consent unless legally required. We cannot be responsible for deterioration caused by:
  - The condition of the deceased prior to entering our care
  - Delay in instruction for collection
  - Medical conditions
  - Client instructions
  - Legal or public authority requirements
9. **Personal Effects and Valuables** - We are not responsible for loss of or damage to jewellery or personal items unless listed and acknowledged in writing. Families are advised to remove valuables before the deceased comes into our care unless otherwise agreed.
10. **Third-Party Suppliers** - Some services are provided by independent third parties (crematoria, cemeteries, florists, celebrants, printers, transport providers). We act only as an agent in arranging these services and are not responsible for their performance or omissions.
11. **Limitation of Liability** - Nothing in these Terms limits liability for death or personal injury caused by negligence or for fraud. Subject to this, our liability is limited to the total amount paid for services provided. We are not liable for delays or failures caused by circumstances beyond our reasonable control.
12. **Complaints Procedure** - Any concerns should be raised with us as soon as possible so that we can attempt to resolve them promptly and sensitively.
13. **Data Protection** - We process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal information is used solely to provide funeral services and meet legal obligations.
14. **Cooling-Off Period (Distance Selling)** - Where funeral arrangements are made entirely by telephone, email, or online, you have the right to cancel within 14 days under the Consumer Contracts Regulations 2013. If you request services to begin within this period, you acknowledge that reasonable charges may apply for work already carried out.
15. **Pre-Paid Funeral Plans** - Where services are provided under a pre-paid funeral plan, the terms of the funeral plan provider shall apply in addition to these Terms. We act as the appointed funeral director for the plan but are not responsible for the financial administration of the plan itself. Any additional services requested beyond those covered by the plan may incur extra charges.
16. **Governing Law** - These Terms are governed by the laws of England and Wales (or Scotland / Northern Ireland where applicable).
17. **Acceptance** - By signing or authorising us to proceed, you confirm that you have read, understood, and agree to these Terms and Conditions.

William & Son Funeral Directors Ltd

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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