

Terms and Conditions of Business

Funeral Arrangements and Account Payment

Once signing our arrangement form and/or making a payment to us, you are lawfully and faithfully accepting our business, payment and trading terms & conditions, which are listed below and on our website. Therefore entering into a contract with Trevor E W Hickton Limited. The contract entered into is for the provision of our funeral services, products and services which we provide directly to you only. The contract between us and yourself does not cover third party services you have requested us to arrange on your behalf. This includes, but is not limited to Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc. You also accept authority to commence the performance of this contract within the cancellation period**

1. Estimates and Expenses - Estimates are given in writing and/or verbally at the time of arrangements to an indication of the charges likely to be incurred on the basis of the information and details we know at the date of estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges. If we have issued an estimate of costs prior to you signing and agreeing to the funeral arrangements contract we are only obliged to honor the estimate provided on the day of the contract being signed.

We may not know the amount of third party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account. We do offer a £100.00 discount if the account is paid in full prior to the funeral date.

If you feel after the initial arrangement and after reading our estimate of costs, you may be unable to afford the funeral arranged please contact our offices and we shall amend the funeral arrangements to suit you financially or offer a lower cost options. This must be done within 4 days of receiving our estimate of costs.

2. Who will be responsible for paying the account and who do we take instruct from -You as the signatory and applicant/client are responsible for paying this account, either in person or via solicitor, banks, insurance policies or other methods. You as the signatory and our client take exclusive right to handle the arrangements, you may let us know of other people who can act on your behalf. Any family disputes or concerns have to be dealt with by the family, and we will only deal with our client.

3. DWP Funeral Expenses Grant - If you are making a claim to the DWP for this funeral account (SF200 funeral claim form from Job Centre Plus), you must inform us at the time of making arrangements, or as soon as possible. The DWP is a means tested grant toward the funeral costs. Ourselves as a company can advise you of the criteria which would potentially make you eligible for the claim, however we cannot be liable if a claim is not granted. The DWP will not pay the full amount of the funeral account, therefore you will be responsible to pay the balance after the funeral grant has been issued, or the balance on the funeral account if no claim has been granted. If a DWP Grant is being used towards the pre-payment amount, 50% of the balance once the DWP payment has been taken in to account will be payable prior to the funeral taking place.

4. Advanced Pre Payment of Disbursements (3rd Party Fees) + 25 % of Funeral Directors Charges - We will require a pre-payment for services and disbursements in advance of the funeral date, due three working days before the funeral date.

For an attended funeral, this comprises of all the disbursements (3rd Party Fees) as well as 25% of our Funeral Directors Fees. We do offer a £100.00 discount if the account is paid in full prior to the funeral date, however this does not apply to packages where the funeral amount is due in full prior to the funeral date.

If a DWP Grant is being used towards the pre-payment amount, 50% of the balance once the DWP payment has been taken in to account will be payable prior to the funeral taking place.

For direct option funerals, or a fully inclusive funeral we do require full payment of the account, due three working days before the funeral date. If a client fails to make payment by the required date the contract for the provision of the services/funeral will be deemed to be breached and we will not provide those goods and services, the funeral will be postponed. We will only make a new arrangement to provide those services when a full payment for those services is received.

5. Out of Borough Burial Fees and Charges - If a burial is requested, full or cremated remains, where the deceased or grave purchaser is classed as "out of area/borough" we are required to ask for proof of residency at point of arrangement on behalf of the local authority. If we are not provided the correct evidence to provide to the local authority in question, we as a company cannot be held responsible for any additional charges by the local authority which will be passed on to you as the applicant/payee for the funeral.

6. When will the account be sent out and when do we expect payment (credit terms)? - Unless you request otherwise, the funeral account is sent out within 05-07 days of the funeral taking place. We ask for payment of the funeral account within 30 days of receipt of the invoice. We accept Cheques, Cash, BACS, CHAPS, Funeral Safe Finance or other finance product or debit/credit card for payment.

8. What if you have problems paying within the 30 days? - This could be due to solicitors, insurance policies or waiting on a decision by the DWP. We fully understand this and if you can let our office know as soon as possible when payment is expected we can accommodate the situation, and allow up to 90 days from the date of funeral for payment to be made. We are unable to wait for probate to be settled or an estate to be in credit. Any balances due which exceed the 90 days will incur interest being added to the funeral account of 2% per month until payment is made.

9. What if the funeral account cannot or is not be paid? - You must contact us as soon as possible to discuss the situation. We offer finance plans with Funeral Safe Financing, where a pre-payment may be required to cover the disbursements before monthly payments can start. This is subject to status of the person/s applying for the loan. Please note all accounts beyond our credit terms will be passed to our debt collection agency Sinclair Goldberg Price Ltd or a small claims court application may be applied for by ourselves directly. All accounts, without exception, will be subject to a surcharge of 15% plus vat plus our costs to cover the debt recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement. The client hereby consents to the jurisdiction of the Dudley, Birmingham, Sandwell, Wolverhampton, Worcestershire, South Staffs or Solihull County Courts for the resolution of any disputes. All court, and collection fees will be added to the final balance.

10. Collecting Cremated Remains (Ashes)? - If any cremated remains (Ashes) are to be collected from ourselves. They shall be released to the applicant for the funeral, or via another person to be designated by the applicant with a signed letter. Please refer to our ashes/cremated remains policy document for further information. This can be found on our website.

11. Events Outside Our Control - We cannot be responsible for the performance of any third parties whose services do not form part of our contract with you. These may include, but are not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc. Neither party shall be liable for any delay in performing, or non-performance of its obligations under the contract if such delay or non-performance is caused by circumstances beyond the reasonable control of either party. Examples of such circumstances include acts of God, war, riots, a need to comply with any law or government order, disease, fire, or extreme adverse weather conditions. Where it is known that an arrangement will not be met, we will attempt to contact you in advance, and advise you of alternative arrangements.

12. General Data Protection Regulation 2018 - We will collect personal information about you, the deceased and any other persons whom you supply details for. In order to allow us to fulfil the services agreed we will pass your details to appropriate third parties such as Hickton Stonemasonry, florists, clergy/ministers/officiants, cemetery staff etc. We treat all information confidentially and in line with UK Data Protection laws. We will never sell information collected to third parties for marketing purposes. If you would like further information on how we handle your personal information, please request a copy of our Privacy Policy or refer to www.TEWHickton.co.uk/privacy.

13. Social Media - All clients are given the option of having a social media obituary notice created and posted to company social media accounts, as a company we can not take responsibility for derogatory comments or illegal content, we will monitor posts and delete third party input where able, and would encourage clients to make us aware if there are any posts which are inappropriate. We will from time to time share online, compliment or thank you messages, or cards received from our clients. Client and deceased full names will be blanked out in all cases. If you do not wish for yours to be used, if sent, please make a member of staff aware. We may also from time to time share a post of a photo/video of a funeral we are conducting on a clients behalf, if this is something you would not like to happen we ask that you inform as soon as possible.

14. Order of Service Sheets / Funeral Stationary - All orders will be sent to client for proof checking, and we require final sign off ready for print, three working days prior to the funeral date. Any mistakes or changes made after the three day cut off date will incur re print costs to cover all of the order.

15. CCTV Cameras - As a company we have a duty of care to all of our employees, contractors, the general public and deceased to ensure that all areas of our premises are safe and secure. We operate CCTV cameras systems in all of our premises, the recordings are held for no more than 30 days, and the systems are held behind our company firewall. Please note that our cameras are in all areas of our buildings and will record deceased in our care.

16. Your right to cancel this contract within fourteen days of receipt of this notice - The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 -You have the right to cancel this contract if you so wish. This right can be exercised by sending or taking a cancellation notice to the funeral office mentioned below at any time within the period of 14 days starting from the date of receipt of this notice in writing of your rights to cancel, only if the arrangements have been made within you own home.

Notice of cancellation will be deemed as having been served as soon as it is posted or sent to us at the address below or, in the case of electronic mail, from the day it is sent to us. You should understand that, should you choose to cancel the contract having given your authority to commence work, you may be charged for services provided or disbursements incurred.

**If you wish the performance of this contract to commence within the cancellation period you will have signed our arrangement form to give us authority to enable work to commence in agreement with the contract to provide the goods and services associated with the contract.

17. Standards of Service (Complaints Procedure) - At all times we, as a company, endeavor to act professionally, caring and understandingly at these difficult times during a bereavement. However, in the unfortunate instance where you, or our client feel that our standards of service were not completely satisfactory to you or your family's needs, and you would wish to make a complaint to resolve the issue, this must be done in writing via post or email to Mr. Ross W. Hickton (ross@tewhickton.co.uk) at the below address no later than 3 months after the funeral date.

If you have a concern or complaint prior to the date of the funeral, we ask that this is raised immediately for investigation, and hopefully put right before the day of the funeral. We can not be held responsible for any complaints which could have been addressed prior to the date of the funeral. If you are not happy with the outcome, then you have the right to refer the complaint to SAIF for an independent adjudication. You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or by email to standards@saif.org.uk or by visiting the SAIF website <https://saif.org.uk/about-saif/complaints/>.

Trevor E W Hickton Limited also trading as Hickton Family Funeral Directors. Registered in England No: 6210974 Registered Office: Whitmore House, 8-11 Lower High Street, Cradley Heath B64 5AB

Branches: Hickton Family Funeral Directors (Cradley Heath, Kidderminster, Codsall, Bartley Green, Wolverhampton, Castle Bromwich & Halesowen) Jones Memorials Dudley