

TERMS AND CONDITIONS OF BUSINESS

FUNERAL ARRANGEMENTS AND ACCOUNT PAYMENT

Once signing our arrangement form and/or making a payment to us, you are legally accepting our business, payment and trading Terms and Conditions, as listed below and on our website, and are entering into a contract with **Trevor E W Hickton Limited**.

The contract entered into is for the provision of funeral services and goods supplied directly by us to you. Services provided by third parties which you request us to arrange on your behalf (including, but not limited to, crematoria, burial authorities, clergy or celebrants, florists, printers, vehicle hire, councils, hospitals, doctors, coroners, registrars and repatriation providers) are not supplied by us under this contract. Nothing in this clause limits our responsibility to exercise reasonable care and skill when arranging such third-party services on your behalf.

You also authorise us to commence performance of this contract within any applicable cancellation period where you have expressly requested us to do so.

1. Estimates and expenses – Estimates are provided in writing and/or verbally at the time arrangements are made and represent an indication of the charges likely to be incurred based on the information available at that time. While every effort is made to ensure accuracy, estimates may change where third-party charges alter or where additional services or changes are requested.

Where an estimate has been issued prior to the contract being signed, we will honour that estimate unless circumstances beyond our control or changes requested by you result in additional costs. Third-party charges may not always be known in advance, where this is the case, a best estimate will be provided and the actual charges will be shown in the final account.

A discount of £50.00 is available where the funeral account is paid in full prior to the funeral taking place, except where full payment is already required in advance under a package or direct funeral arrangement.

If, after receiving the estimate, you feel you may be unable to afford the funeral arrangements, please contact us within four days of receipt of the estimate so that arrangements may be amended or lower cost options discussed.

2. Responsibility for Instructions and Payment – The signatory to the arrangement form ("the client") is responsible for payment of the funeral account, whether personally or via solicitors, banks, insurance policies or other third parties. We will take instructions exclusively from the client. Any family disputes or disagreements are the responsibility of the family concerned and will not affect our contractual relationship with the client.

3. DWP Funeral Expenses Payment – If you intend to apply for a DWP Funeral Expenses Payment, you must inform us at the time arrangements are made or as soon as reasonably possible. Eligibility is means-tested and not guaranteed. We cannot accept liability where a claim is refused or partially awarded.

The DWP will not normally cover the full funeral cost. You remain responsible for any outstanding balance. Where a DWP payment is to be applied towards the pre-payment amount on the account, it is required that 50% of the remaining balance (after allowance for the expected DWP payment) will be payable prior to the funeral taking place.

4. Advance Payment Requirements – Payment is required in advance of the funeral date and is due no later than three working days prior to the funeral.

For attended funerals, advance payment comprises all disbursements (third-party fees) together with 50% of our funeral director's charges.

For direct cremation, unattended funerals or fully inclusive packages, full payment of the account is required in advance. Failure to make payment by the due date will constitute a breach of contract and the funeral will not proceed until payment is received. Any postponed funeral will only be rearranged once payment has been made in full.

5. Direct/unattended Cremation – Specific Disclaimer and Acknowledgements

Where a Direct Cremation has been selected, you acknowledge and agree that you will be informed of the date of commitment into the crematorium; however, the cremation itself may take place up to 72 hours before or after that date at the discretion of the crematorium, and we are not informed of nor able to control the precise time of cremation.

Attendance at the crematorium is not permitted under any circumstances for a Direct unattended Cremation.

The deceased may be transferred to our Cradley Heath Funeral Home (Head Office), or another suitable facility, in the days leading up to the Direct Cremation.

It is the responsibility of the client to ensure that all family members and relevant parties are fully informed of, and in agreement with, the nature of an unattended Direct Cremation, including the absence of a funeral service and the discreet transfer of the deceased in a private ambulance.

Where an option is selected that does not include viewing or visitation, the deceased will be placed into the coffin as they are and no funeral service or attendance will take place.

By confirming Direct Cremation arrangements, you confirm that you understand and accept these conditions. If you wish to change the arrangements, including upgrading to an attended funeral, you should inform us as soon as possible.

6. Introduction by Third Parties – Where you have been introduced to us by a third party, including but not limited to an online funeral company, comparison website, funeral director search engine, introducer service or pre-paid funeral plan provider, our contract is solely between you and Trevor E W Hickton Limited.

We accept no responsibility or liability for the business practices, service standards, representations, marketing materials or advice provided by any third party prior to or separate from our own direct dealings with you.

We reserve the right, acting reasonably and professionally, to decline to accept or to discontinue instructions where we consider that the proposed arrangements, expectations or circumstances are not appropriate for our business, standards of service or professional obligations. In such circumstances, we will notify you as soon as reasonably practicable.

7. Out of Borough Burial Fees – Where a burial or interment of cremated remains is requested in an area where the deceased or grave purchaser is classed as "out of area", proof of residency may be required by the relevant authority. Failure to provide suitable evidence may result in additional charges, for which you will be responsible.

8. Invoicing and Credit Terms – Unless otherwise requested, the funeral account will be issued within five to seven days following the funeral. Payment is requested within 30 days of the invoice date.

Where payment is delayed due to matters outside your control, you must notify us as soon as possible. Subject to agreement, we may allow up to 90 days from the funeral date for payment.

Interest may be charged on balances outstanding beyond agreed terms at a rate of 2% per calendar month until payment is received in full.

9. Non-Payment and Debt Recovery – If you anticipate difficulty in settling the account, you must contact us immediately. Finance facilities may be available, subject to status, and may require upfront payment of disbursements.

Where accounts remain unpaid beyond agreed credit terms, we reserve the right to refer the matter to a debt recovery agency or to commence legal proceedings. All overdue accounts will be subject to a surcharge of 20%, together with any reasonable costs incurred in recovering the debt, including legal and court fees, where permitted by law.

10. Order of Service Sheets and Funeral Stationery – All orders for order of service sheets, stationery or printed materials will be sent to you for proof checking prior to printing. Final approval must be provided no later than three working days before the funeral date. Any amendments requested after this deadline may incur additional reprint or amendment costs, which will be added to the funeral account.

11. Coffin and Casket Sizes, Selection and Supply – We take all reasonable care to ensure that the deceased is appropriately measured and that a suitable coffin or casket is ordered to meet their dimensions. Coffins and caskets are handcrafted items and variations in finish, colour or grain may occur.

Where a manufacturing or transit issue is identified, we will notify you as soon as reasonably possible and will take appropriate steps to provide a suitable alternative. This clause does not affect your statutory rights.

12. Collection of Cremated Remains – Cremated remains will be released only to the funeral applicant or to a person authorised by them in writing. Please refer to our Cremated Remains Policy for further details.

13. Events Outside Our Control – We cannot be held responsible for delay or non-performance caused by circumstances beyond our reasonable control, including acts of God, extreme weather, government action, disease or failure of third-party suppliers. Where possible, we will contact you to discuss alternative arrangements.

14. Data Protection and CCTV – We collect and process personal data in accordance with UK data protection legislation. Details may be shared with relevant third parties where necessary to deliver the services agreed. Further information regarding lawful basis, retention and your rights is available in our Privacy Policy.

CCTV operates at our premises for safety and security purposes. Recordings are retained for no more than 30 days.

15. Social Media – Where social media notices or content are created at your request, we will take reasonable steps to monitor and remove inappropriate third-party content where possible. Please inform us if you do not wish any content to be shared.

16. Cancellation Rights – Where funeral arrangements are made in your home or at a distance, you have the right to cancel within 14 days in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where you have requested that services commence within the cancellation period, you may be liable for services provided or disbursements incurred up to the point of cancellation.

17. Complaints Procedure – Any complaint must be made in writing within three months of the funeral date. Complaints must be submitted by email only to accounts.admin@tewhickton.co.uk and should include sufficient detail to allow the matter to be properly investigated.

If a concern or complaint arises prior to the date of the funeral, we ask that it is raised immediately so that it may be investigated and, where possible, resolved before the funeral takes place.

If the matter cannot be resolved to your satisfaction, you may refer the complaint to SAIF for independent adjudication.

Hickton Family
Funeral Directors
Our Family Are Here, To Help Yours

Trevor E W Hickton Limited (also trading as Hickton Family Funeral Directors) Registered in England No. 6210974
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