

Our terms

1. These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we supply our services to you in arranging a funeral, this includes arrangement services, intermediary services and any funerary goods (for example caskets, urns etc) and throughout these are referred to as our 'products'.
- 1.2 Why you should read them.** Please read these terms carefully before you agree to work with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 Who we are.** We are Knapman Family Independent Funeral Directors Ltd (hereafter referred to as we, us and our where the context requires), a company registered in England and Wales under number 10854537. Our registered address is 38 Bretonside, Plymouth, Devon, England, PL4 0AU and our trading address is 20 Mannamead Road, Mannamead, Plymouth, PL4 7AA.
- 2.2 Our memberships.** We are a member of the National Society of Allied and Independent Funeral Directors (SAIF).
- 2.3 How to contact us.** You can contact us via telephone on 01752 603552 or by writing to us at info@knapmanfamilyltd.co.uk or at the address above. Please also visit our website <https://plymouthfuneraldirectors.com/>.
- 2.4 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.5 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 Who you are.** You are the person named as the 'arranging person' under the 'Payment of Funeral Expenses' form.
- 3.2 Your liability.** You, as the arranging person and the contracted party to this agreement, shall remain personally liable for any amounts due under the contract. We may agree to accept payment of our invoice by a third-party individual, Social Care Grant or via redemption under a pre-paid funeral plan, however any shortfall shall be your responsibility to settle in accordance with our payment terms.
- 3.3 Our Estimate.** Any estimate given by us shall not constitute an offer and is only valid for a period of 14 days from its date of issue. Our estimate shall include important transparency information including:
- (a) the proposed collection date of the deceased, along with care plans.
 - (b) estimated costs and dates in relation to the supply of goods and services to facilitate the funeral or service arrangements.
 - (c) estimated costs in relation to intermediary services between you and third parties.
- 3.4 How we will accept your order.** Once an estimate is agreed between us, it shall be incorporated into an order confirmation (the Order Confirmation) at which point a contract will come into existence between you and us.
- 3.5 If we cannot accept your order.** If we have provided you with a quote for any products that are subsequently unavailable, we will inform you of this in writing, we will be unable to provide those products and will not charge you for the product. Any substitute products will be confirmed to you.
- 3.6 We only sell products to the UK.** Our goods and services are only available in the UK.

4. Our care obligations

- 4.1 We shall:**
- (a) treat the deceased with respect at all times;
 - (b) act in compliance with the National Society of Allied and Independent Funeral Directors Code of Practice;
 - (c) release any of the deceased's personal effects to the arranging client /executor . Subject to these being signed out of our care at the time.
- 4.2 We may carry out embalming services if agreed with you. if you do not provide consent to this then we will not carry out the service. The procedure will always be carried out by a qualified embalmer who is a member of the British Institute of Embalmers. You agree that any clothing or other items of jewellery that the deceased is dressed in cannot be returned to you.**

5. Our products

- 5.1 Products may vary slightly from their pictures.** The images of the products on our website or in our brochure are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that an image of the product reflects its true colour. Your product may vary slightly from those images.
- 5.2 Accuracy of intermediary product images.** We do not make any warranty or representation in relation on third-party products arranged by us as intermediary, nor do we assume any responsibility for the accuracy of any images advertising third-party products.
- 5.3 Making sure your bespoke specifications are accurate.** If we are making a bespoke product such as a bespoke funerary products, to measurements or a specification that you have given us you are responsible for ensuring that these measurements are correct. You can find information about bespoke items by contacting us.

6. Your rights to make changes

- 6.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9, Your rights to end the contract).**

7. Our rights to make changes

7.1 Minor changes. we may make minor, reasonable changes to the products where necessary to improve our service to you.

7.2 More significant changes to the products and these terms. Where we need to make more significant changes, we will notify you of the changes and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received, save in respect of items that have already been commissioned by us on your behalf.

8. Providing the products

8.1 Intermediary services We shall, unless otherwise agreed, perform an intermediary service between you and third parties, such as the crematorium or burial site, a doctor or medical practitioner, a minister or celebrant. Should you wish to make these arrangements without our assistance, please inform our team at the time of quotation. You shall be liable to pay any third-party charges passed to us during our performance of the contract, along with our associated intermediary service charges.

8.2 When we will provide the products. Please review our accompanying guidance on the funeral arrangement process which is available in hard copy or on our website.

8.3 Time is not of the essence. Time is not of the essence for any obligation under this agreement.

8.4 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control (including but not limited to traffic, roadworks, weather, third-party provider delay or cancellation) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

8.5 When you own goods. You own a product which is goods once we have received payment in full.

8.6 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, a copy of **the executor/administrator details and/or funeral plan number and provider**. If so, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.7 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 13.5).

9. Your rights to end the contract

9.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is damaged or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 12;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 9.2;
- (c) **If you have just changed your mind about the product**, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 9.6.

9.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming significant change to the product or these terms which you do not agree to (see clause 7.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For products bought by telephone or email, or where we met with you in your home at distance from our premises, you may have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) any bespoke product that has been personalised or made to your specification. This does not include where you have chosen 'options' from a standard range;
- (b) services, once these have been completed, even if the cancellation period is still running;
- (c) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (d) any products which become mixed inseparably with other items after their delivery; or
- (e) if you waive your right to cancel by completing the appropriate waiver form.

9.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered. You normally have 14 days after we accept your order or, if certain goods are delivered to you, your receipt of those goods.

9.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for

services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

10. How to end the contract with us (including if you have changed your mind)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) Phone or email. Call customer services on 01752 603552 or email us at info@knapmanfamilyltd.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.
- (b) Online. Complete the contact us form on our website.
- (c) By post. write to us at 20 Mannamead Road, Mannamead, Plymouth, PL4 7AA including details of what you bought, when you ordered or received it and your name and address.

10.2 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 2 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, death certificate, executor/administrator details and/or pre-paid funeral plans.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. If there is a problem with the product

12.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us.

12.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are damaged or faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.
- See also clause **9.3**.

If your product is **services**, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time. (see also clause 9.3)

13. Price and payment

13.1 Where to find the price for the product. The initial estimate of the price for the products will be given to you as part of our arrangement meeting and in the Order Confirmation / Funeral Services Contract. The final price of the product (which includes VAT, if applicable) will be the price as set out in the final invoice (after all arrangements have been made and products to be supplied are known, accounting for any changes to the products as the funeral arrangements are made and agreed with you) unless varied by agreement between the parties. We take all reasonable care to ensure that the price of the product advised to you is correct.

13.2 Where the deceased is over 6'2" or 22 inches wide then the coffin costs will increase to take this into account. When a deceased is brought into our care we will take these measurements and confirm any increased coffin costs if this is not made clear at the arrangement meeting.

13.3 We will pass on changes in the rate of VAT. Our services are not currently subject to VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.4 When you must pay and how you must pay. We accept payment by all major debit and credit cards or by bank transfer (please contact us by telephone for our bank details). When you must pay depends on what product you are buying and how it is being financed:

- (a) **For products covered by a Social Care Grant**, 3 days prior to the funeral or service we will charge a deposit. This will be sufficient to cover the cost to us of third party disbursements, being funerary goods, third party costs (minister fees for example) or other products to be supplied by

us. The balance will then be payable under the grant, but if this is not provided then it is the responsibility of the arranging client to make up any short fall.

- (b) **For products that are being privately arranged.** Full payment of the products will be due 3 days prior to the funeral or service.
- (c) **For products paid under a funeral plan or insurance policy.** In the event of payment by the provider 3 days prior to the funeral or service nothing will be payable by you. Where the payment is not made within this timescale then a deposit will be payable 3 days prior to the funeral or service, covering the cost of the third party disbursements. Where the amount payable under a funeral plan exceeds the amount of the products cost then any balance will be paid to the arranging client.
- (d) We reserve the right to charge a deposit on or around the date of this agreement, as confirmed to you in our Order Confirmation. Any outstanding balance shall be paid on the earlier of the dates set out by the grant payment schedule or 3 days prior to the funeral or service.

13.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2; and for defective products under the Consumer Protection Act 1987.

14.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

14.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

15.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

16.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, please contact the Funeral Arbitration Service to raise your complaint and we will liaise with them directly.