

Terms & Conditions

These Terms & Conditions outline the agreement between **Hailstone Funeral Care Ltd** (referred to as "**The Company**" or "**We**") and **The Client**. **The Client**: The next of kin or executor responsible for making the funeral arrangements and ensuring payment. We will **only** take instructions from The Client.

The Company: Hailstone Funeral Care Limited. (Company No: 16891090).

Our Agreement & Services

Professional Service: We will act professionally and provide a courteous, sensitive, and dignified service.

Estimate and Changes: We will provide you with a written estimate before starting the services.

- The estimate may be revised if third-party costs (e.g., crematorium, clergy fees) change or if you change the services you require. We will notify you of any revisions.
- If you amend your instructions, we require your written confirmation. This may result in an extra charge based on our current price list.

Confirmation: All agreed arrangements will be confirmed in writing and form part of this agreement.

Authority: You guarantee that you have the necessary authority to enter into this agreement.

Sub-Contractors: We may use sub-contractors to provide or assist with any part of the service.

Payment Terms

Deposit: You will be requested to pay a **50% deposit** of the estimated funeral fees at least **five working days prior to the funeral taking place**.

- This deposit covers all expected third-party costs (disbursements), which must be paid before the funeral.
- Failure to pay the deposit may result in postponement of the funeral.
- This payment is required regardless of any claims made to the DWP for contribution.

Invoice & Due Date: We will send you a final, itemised invoice. The full balance must be settled within 14 days from the invoice date without any deductions.

Late Payment: If the invoice is not paid in full by the due date:

- We are entitled to charge interest on the outstanding amount at a rate of 2% per month, accruing daily.
- You will be liable for all collection costs and charges subsequently incurred by us or our suppliers.

Transferring Payment Responsibility: If you ask to transfer payment responsibility to another person (a transferee), we may agree in principle. However, if the invoice remains unpaid after 14 days, we reserve the right to seek recovery of the full amount from both you and the transferee.

Cremated Remains

Release: Cremated remains will only be released to The Client or a nominated person after the outstanding balance of the funeral has been paid in full.

Storage: We will store the cremated remains for a maximum of 12 months following the cremation date.

- With prior arrangement, we can continue to hold them, but storage charges may apply.
- If the remains are not collected or other arrangements are not made within the 12-month period, we will contact you via letter. We will then either return the remains to your last known address or dispose of them at our discretion.

Termination & Cancellation

Cancellation (The Client): If you give us written notice to terminate the agreement before the services commence, the deposit or third-party costs will be returned, minus a reasonable charge for services already provided.

Termination (The Company): We may terminate this agreement if you fail to honour your obligations under these terms.

Termination Fee: If either party terminates the instructions, you will be required to pay a reasonable amount based on the work carried out up to the time of termination.

Cooling-Off Period: The Consumer Contracts Regulations 2013 may give you the right to cancel this agreement within a 14-calendar-day cooling-off period.

- If you want the service to start during this 14-day period, you must sign the authority form provided.
- If you cancel within the cooling-off period, you will still be required to pay the termination fees detailed above for work already completed.

Data Protection (GDPR)

Data Collection: We will collect personal information about you, the deceased, and any other relevant persons.

Data Sharing: To fulfil our services, we will share your details with appropriate third parties involved in the funeral arrangements (e.g., clergy, crematorium/cemetery staff).

Confidentiality: We treat all information confidentially and in line with UK Data Protection Laws. We will never sell collected information to third parties.

Consent: By signing the agreement, you are giving consent for us to share your information with the appropriate third parties.

Privacy Policy: Our full privacy policy is available upon request.

Complaints & Liability

Complaints Procedure: If you are dissatisfied with any aspect of the service, you must write a letter to the **Funeral Director** outlining the complaint. We will investigate and respond in writing with the outcome.

- If you are not satisfied with our explanation or settlement offer, you may refer the complaint to the approved, independent regulatory body recognised within the industry.
- Any settlement made by The Company shall not exceed the total sums due from you under the agreement (excluding third-party costs).

Force Majeure: We shall not be held liable for any delay or failure to perform our obligations if the delay or failure is due to a cause beyond our reasonable control, including but not limited to war, industrial disputes, civil unrest, fire, computer failure, Pandemic, accident, or disaster.

Customised Items: If you provide instructions for customised items (e.g., printed materials, commemorations) and later alter your instructions or provided inaccurate information, you will be liable for any additional costs incurred by The Company.