



**Henfield Funeral Services Limited**  
Owners: - Mr N A Jordan & Mrs K L Jordan  
Registered in England No. 9196181



### TERMS OF BUSINESS

Henfield Funeral Services Limited, a trading company incorporated in England with a company number 9196181.  
Registered address: Prospect House, 78 High Street, Hurstpierpoint, West Sussex, BN6 9RQ.

### DEFINITIONS

The “Company” means Henfield Funeral Services Limited.

The “Client” means the person or persons contracting with the Company for the provision of the Service.

The “Service” means the provision by the Company of the service set out.

### ESTIMATE AND EXPENSES

The estimate is an indication of the charges likely to be incurred on the basis of the information and details provided by you, known at the date of the estimate.

Whilst every effort is made to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties are involved and change their rates or charges or if the client amends the instructions.

The amount of third party charges may not be known in advance of the funeral, however a best estimate of such charges will be on the written estimate given prior to the provision of service. The actual amount of the charges will be detailed and shown on the final account.

Certain items of the Service are or may become subject to VAT, therefore VAT will be added where applicable, and at the rate applicable when the invoice is prepared.

### ARRANGEMENT AND DISBURSEMENTS

The Client acknowledges that the Company is only responsible for those parts of the funeral arrangements it performs itself. The Client accepts that although the Company will as a matter of course make all other necessary arrangements with third parties on the Client’s behalf (ie. Clergy, Crematoria, Cemeteries etc) and will charge these services as disbursements on the invoice. Accordingly the third parties involved and not the company will be responsible to the client for the provision of these services. The third parties will charge the Company for these services and the company will charge the Client for these, shown as disbursements on the final account.

### INDEMNITY

The Client will indemnify the Company in full and hold the Company harmless from all expenses and liabilities it may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Client of any obligations under these terms.

This means that the Client is liable to the Company for losses incurred because the Client does not comply with these terms, for example, the Company may charge the Client an administration fee where it receives a cheque which is subsequently not honoured or if the Company writes a reminder that the account is overdue.

If the Company instructs debt collection agents it may also recover fees incurred from the Client.

The Company may claim those losses from the Client at any time and if the Company has to take legal action it will ask the court to make the Client pay its legal fees.

## **PAYMENTS**

The Client agrees to be personally responsible for paying the Company's charges and the disbursements in full. Unless otherwise agreed in writing by the Company, payment is due no later than 28 days from the date of the invoice.

A disbursements fee will need to be paid before the funeral service takes place, once the funeral has taken place a final invoice will be sent out and will need to be paid in full.

## **PROBATE**

If sufficient funds are available, settlement can usually be made directly from the deceased's bank account without having to waiting for probate.

## **DEPARTMENT OF WORKS AND PENSIONS (DWP) PAYMENTS FOR FUNERAL EXPENSES.**

Please inform the Company if it is intended to make claim for assistance for funeral expenses from the DWP. The rules for eligibility are complex it is suggested that the Client speaks to the funeral arranger or the local DWP office for advice. Generally these payments will not cover the entire cost of the funeral and there will still be a balance to be paid. The client will be personally responsible for payment of this balance.

## **IF THE ACCOUNT IS FORWARDED TO A SOLICITOR OR BANK**

If a solicitor or bank trust company ask that the invoice is forwarded to them, please notify the Company so that records can be updated. The Client agrees to instruct the solicitor of bank trust company to settle the account within 28 days of the invoice date.

## **DELAY**

The Company shall not be liable for any delay or for the consequences of any delay in performance of all or any part of the Service if such delay is due to any cause whatsoever beyond its reasonable control. The Company shall be entitled to a reasonable extension of the time for providing the Service. Where this is not possible either party may terminate this Agreement subject only to the payments by the Client for that part of the Service carried out prior to such termination.

## **QUERIES**

If the Client has any queries about the final account please notify the Company so that the matter can be investigated. The Company promise to settle any issues quickly, sensitively and efficiently.

## DATA PROTECTION

Words shown in italics are defined in the Data Protection Act 1998 (“the Act”).

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The Company respects the confidential nature of the information given to them and where the client provides personal data (“data”). the company will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out the Service.

In order to provide the Service the Company may need to pass such data to third parties and those third parties, who are performing some of the service to the Client, may contact the Client directly.

Under the Act the Client has the right to know what data the Company holds on the client and the client can, by applying to the Company in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

## AGREEMENT

The Client’s continuing instructions will amount to continuing acceptance of these terms and conditions. Any waiver or variation of these terms is binding in honour only unless: Made (or recorded) in writing Signed by one of the directors of the Company and expressly stating an intention to vary these terms. The Client’s instructions will not create any right enforceable (by virtue of the Contracts Right of Third Parties Act 1999) by any person not identified as the Client. If any of these terms are unenforceable as drafted. It will not affect the enforceability of any other of these terms, and if it would be enforceable if amended, it will be treated as so amended. Nothing in these terms restricts or limits the Company’s liability for death or personal injury English law is applicable to any contract made under these terms. The English and Welsh court have non-exclusive jurisdiction.

No variation of these terms shall be valid or effective unless it is in writing (including email) refers to these terms and duly signed or executed by, or on behalf of SAIF.

## ADDITIONAL LEGAL REQUIREMENTS

Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise Agreed.

Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.