



Estimates and Expenses

Our estimate provides an indication of the charges you might incur based on the information available at the time the estimate is given. While we strive for accuracy, these charges may change, especially if third-party rates or fees are adjusted. Though we may not always have precise amounts for third-party charges ahead of the funeral, we will offer our best estimate in the written estimate. The final account will detail the actual charges incurred.

If you make changes to your instructions, we require written confirmation, and additional charges may apply as per our current price list. Typically, we request advance payment for anticipated disbursements listed in the estimate, which will be credited against the final invoice.

Responsibility for Payment

The Company will forward the final invoice to a designated person if instructed by the client. However, the client remains personally liable for the full payment of all Company charges and disbursements. Merely forwarding the invoice does not absolve the client of this responsibility. The client is accountable until the Company receives full payment. Any outstanding balance not covered by the designated person, the DWP, or the administrator of the deceased's estate will also remain the client's responsibility. The client must ensure payment is made within the specified terms. Note that we reserve the right to request full payment in advance before providing any services.

Direct Cremation

Full payment for the Direct Cremation must be completed within 72 hours of making the arrangements. Failure to do so may lead to delays or cancellations of the funeral services.

All Funeral Packages

- a) A 50% deposit is due within 48 hours of the deposit invoice being issued.
- b) An invoice for the remaining 50% will be issued once all arrangements are finalised, with the balance due 3 days prior to the funeral.
- c) Accepted payment methods: Credit/debit card, cash, or BACS transfer.

Deposit

We respectfully request a deposit of 50% of the total funeral cost within 48 hours of the deposit invoice being issued. Failure to provide this deposit may result in delays or cancellations of the funeral. If the final invoice is not paid on time, interest may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We may also recover the cost of legal action to enforce payment.

Indemnity

You agree to indemnify us fully and hold us harmless from any expenses and liabilities (including financing and legal costs on a full indemnity basis) that we may incur, directly or indirectly, as a result of any breach by you of your obligations under these terms. This means that you are responsible for compensating us for losses we suffer due to your failure to comply with these terms. For instance, we may charge you an administration fee if we receive a bounced cheque from you or if we send you reminders for overdue accounts. If we engage debt collection agents, we may also seek to recover their fees from you. Details about these fees are available upon request. We reserve the right to claim these losses from you at any time, and if legal action becomes necessary, we will seek reimbursement of our legal costs from you through the court.

Data Protection

We acknowledge the confidential nature of the information you provide to us. When you supply us with personal data, we ensure that it is securely held, treated confidentially, and processed solely for the purpose of fulfilling our services. To deliver our services effectively, it may be necessary to share this data with third parties who are assisting in providing services to you. These third parties may contact you directly as part of this process.

Under the Data Protection Act 1998 ("the Act"), you have the right to request details of the personal data we hold about you. Upon receipt of a written request and payment of a fee, we will provide you with copies of this data.



Conduct

Our Code of Practice mandates that we deliver a service of the highest quality in all aspects. If, however, you have any inquiries or concerns regarding the service we provide, please address them initially with our designated senior personnel. If this does not resolve the issue to your satisfaction, please contact:

The Funeral Arbitration Scheme
618 Warwick Road
Solihull, West Midlands
B91 1AA

This organisation offers independent conciliation and arbitration services through the Chartered Institute of Arbitrators. Please note that all dates and times provided are subject to confirmation upon final bookings. While we strive to offer a prompt and efficient service, there may be occasions beyond our control where we are unable to fulfill our obligations to you as scheduled. In such instances, we will make every effort to notify you in advance using the contact details provided and discuss alternative arrangements.

Disclaimer

Eternity Funeral Services Ltd shall not, under any circumstances, be held liable to the Client for any loss, claim, or liability arising from the acts or omissions of any third-party service provider.

Agreement

By continuing to provide instructions, you are indicating your ongoing acceptance of these terms of business. Any waiver or modification of these terms is legally binding only if:

- It is made (or recorded) in writing,
- Signed by one of our directors, and
- Expressly states an intention to modify these terms.

Your instructions do not create any enforceable rights for any person not identified as our client under the Contracts Rights of Third Parties Act 1999. If any term is found unenforceable:

- It will not affect the enforceability of any other terms, and
- If it would be enforceable with amendments, it will be treated as amended.

Nothing in these terms limits our liability for death or personal injury. English law applies to any contract formed under these terms, and the English and Welsh courts have non-exclusive jurisdiction.

Termination

This agreement may be terminated:

1. By us if you fail to fulfill your obligations under these Terms, or
2. By you communicating to us in writing, terminating your instructions.

If termination occurs, you will be invoiced for all third-party charges we have paid or are committed to. Additionally, you will be required to pay our charges and expenses according to the following scale:

- Termination within 3 days of the due date for performing services – 100% of fees payable
- Termination within 1 week of the due date for performing services – 80% of fees payable
- Termination within 2 weeks of the due date for performing services – 50% of fees payable

Right to Cancel

(Applies to arrangements made in the client's home only)

You have the right to cancel the contract within 14 days of arranging the services. This right can be exercised by sending or delivering a cancellation notice to the funeral director. Payment may be required for services rendered up to the cancellation date.