

The co-operative funeralcare

TERMS OF BUSINESS

6. Price, deposit and payment

- 6.1** The person who has signed the funeral arrangement form, is the person who is legally responsible for paying the funeral invoice.
- 6.2** The price you will need to pay, if applicable, is set out in the funeral arrangement form together with details of the payment plan. Irrespective of the payment plan selected, we may ask you to pay all or 50% in advance, depending on your personal credit rating. We may also ask you to pay in advance for services which are being provided by third parties, such as cemetery fees, crematorium fees, press notices, medical fees etc. Any payments required in advance must be received in cleared funds three working days prior to the funeral. Where credit is offered full payment must be received within 28 days of the funeral.
- 6.3** As discussed, some of the prices are estimates so we will need to check and we will contact you once we know the correct price. If you do not want to proceed once you know the price(s), you may cancel the Contract by notifying us and receive a full refund but you may be asked to pay for any services we have paid for or we are committed to pay and for which, although we have tried, cannot obtain a refund or credit, as appropriate, plus a reasonable amount for the work carried out to date.
- 6.4** In certain cases, the Department of Work and Pensions (DWP) may contribute to the cost of the funeral. We will give you general information about this but it is your responsibility to check whether this applies to your specific circumstances relating to this funeral. Payments made by DWP will not cover the full amount owing and you will be required to pay the remaining balance.
- 6.4.1** If you cancel the funeral, any amounts you have paid may not be returned as set out in this Contract depending on the circumstances and you may be asked to pay the third party costs which have been paid or we are committed to pay and for which, although we have tried, cannot obtain a refund or credit, as appropriate, plus a reasonable amount based upon the work carried out to date.
- 6.4.2** If you do not pay the amounts you owe by the agreed payment date, we may charge you interest on the outstanding amounts at the rate of 2% per annum above the base rate of our bank. Interest will accrue on a daily basis and will be compounded at the end of each month until the date of payment, whether before or after judgment. We may recover the cost of taking enforcement action.

7. Your rights to cancel the Contract between us and charges payable

- 7.1** You can withdraw your instructions by telling us before you sign the funeral arrangement form and pay any amounts, if you simply wish to change your mind – you don't need to give us a reason, however, you may be asked to pay reasonable costs for any services rendered e.g. collection of the deceased, payment of medical fees etc.
- 7.2** **COOLING OFF PERIOD** If you have entered into this Contract in your home, by signing the funeral arrangement form away from our permanent place of work, you have a legal right to cancel this Contract for a period of 14 days from the date you signed the funeral arrangement order form. You may exercise this right by contacting us. You will be responsible, if you have requested services during that period, to pay a reasonable sum for those services. Please read all these terms and conditions carefully: they are the legal basis upon which we provide our services to you.
- 7.3** You may cancel the funeral (meaning you are cancelling the Contract) at any time without telling us the reason but we may have to charge you as set out below.
- 7.4** If you are cancelling the funeral for a reason set out in (a) to (e) below, the Contract will also be cancelled immediately and we will refund you in full, including any deposit but you may be required to pay any third party fees which we have paid for or we are committed to pay and for which, although we have tried, cannot obtain a refund or credit, as appropriate:
- a.** We have told you about a change we need to make and you do not agree

- b.** We have told you about an error in the price and you do not want to proceed
- c.** We have told you there is a risk that the funeral will be affected by a delay caused by an event outside our reasonable control
- d.** You have a legal right to cancel the Contract because of something significant we have done wrong
- e.** You decide to cancel the Contract because we have told you about a failure on our part caused by something beyond our reasonable control.

7.5 If you are cancelling the funeral but it is not because of one of the reasons set out in Clause 7.3, the Contract will also be cancelled immediately but we may charge you compensation as follows, to cover the costs we have incurred:

- a.** If you tell us at least 14 days before the funeral date, we may need to charge you the third party fees if we cannot recover them but we won't charge you anything else
- b.** If you tell us within 14 days of the funeral date, you will have to pay our reasonable costs for services already rendered and we may need to charge you the third party fees if we cannot recover them as we will have incurred these costs.

8. Our rights to cancel the Contract

- 8.1** We may cancel the Contract and so not have any obligation to provide the funeral if:
- a.** You do not pay the deposit when due, 3 days prior to the funeral, and still have not paid within 24 hours of us reminding you that it is due
- b.** You have not provided the information we require set out on the funeral arrangement form
- c.** We decide to cancel the Contract because you have told us about a failure on your part caused by something beyond your reasonable control
- 8.2** If we cancel the Contract for the reasons set out in Clause 8.1, we will have to charge you for the costs we have incurred. This is in addition to having to charge you third party fees we have incurred on your behalf, if we cannot recover them. The table below shows the amounts payable by you:

Amounts payable by you			
	Reason for termination	Contract cancelled more than 14 days before the funeral	Contract cancelled 14 days or less before the funeral
a	You do not pay the deposit when due 3 days prior to the funeral and still have not paid the price within 24 hours of us reminding you that it is due	Refund to you of amounts paid. Third party fees paid by us on your behalf are payable by you and will not be refunded if already paid	Our reasonable costs payable by you. Third party fees paid by us on your behalf payable by you will not be refunded if already paid
b	You have not provided the information we require set out on the funeral arrangement form and still have not provided it to us within 3 days of us asking	Refund to you of amounts paid. Third party fees paid by us on your behalf payable by you and will not be refunded if already paid	Our reasonable costs payable by you. Third party fees paid by us on your behalf payable by you will not be refunded if already paid
c	We decide to cancel the Contract because you have told us about a failure on your part caused by something beyond your reasonable control	Refund to you of amounts paid. Third party fees paid by us on your behalf payable by you and will not be refunded if already paid	Our reasonable costs payable by you. Third party fees paid by us on your behalf payable by you and will not be refunded if already paid