STEPHEN TESTER
INDEPENDENT FUNERAL DIRECTORS

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Trusted ▪ Respectful ▪ Caring

Terms of Business

STANDARD DEFINITION 'The company' 'we' refers to Stephen Tester Independent Funeral Directors (IFD) 'The client' 'family' 'you' refers to the person or persons who accepts the responsibility of the estimate and funeral application.

INSTRUCTION Only one person will provide instructions for funeral arrangements, forming a legal contract with Stephen Tester IFD. Instruction can be given verbally or via email/letter. Stephen Tester IFD will only take instruction from one person where there is a large family or split family it is important to agree that one person who will instruct the company. Transferring your rights and obligations as applicant to another person will require our written approval. Stephen Tester IFD has a zero tolerance for aggressive, abusive or racist behaviour towards any member of our staff by the client or any member of the deceased immediate family. Stephen Tester IFD reserves the right to refuse to carry out a funeral.

RIGHT TO CANCEL The client has a legal right to cancel within 2 weeks of instruction and must give clear instruction of this cancellation by letter however any services or special orders such as bespoke coffins provided by from point of instruction to cancellation, including 3rd party fees will be chargeable at our normal terms of payment. If the client is exercising their right to change their mind, then any products or services that cannot be refunded will be chargeable to the client.

ESTIMATES AND INVOICES A written estimate will be provided based on the instructions given at the time of the funeral arrangement. Some third party costs may not be included at this time and will be added to your confirmation of arrangements where possible. Your final invoice will be produced after the funeral date, any changes to the arrangements that affect the estimated costs will be added at this point. The client will be informed of any additional cost in writing or verbally where there a time constraints.

GOODS AND SERVICE SPECIFICATIONS The images of the goods in our brochures are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a picture in our brochure accurately reflects the colour of the goods. Your goods may vary slightly from those images. If we are making the goods to measurements and/or providing the services to the specification that you have given us you are responsible for ensuring that these measurements and/or specification are correct. You can obtain information and tips on how to measure or provide the specification by contacting us.

PAYMENT TERMS DISBURSEMENTS Final payment will be due 14 days after you receive the final invoice. If payment is not received by the due date, we reserve the right to charge reasonable debt recovery costs associated with collecting the outstanding balance. Stephen Tester IFD do not have a credit licence and are therefore unable to offer payment instalment plans of more than 3 payments. Information can be provided for a 3rd party funeral finance scheme if needed. Stephen Tester IFD are not responsible for any payment schemes that the client enters into and the client should be sure that you can afford any monthly payments and understand the terms. Stephen Tester IFD are unable to apply for payments through the social fund on your behalf and must be made fully aware if the funeral is to be funded this way as there may be a shortfall to be discussed. Any outstanding payments that require legal action will incur the cost of collection and court fees.

Continued overleaf

THE DECEASED Stephen Tester IFD take all reasonable and proper efforts to care for the deceased's body, if instructed we will carry out recognised embalming procedures. We reserve the right to refuse any person to allow viewing of the deceased at our property at any time including, but without limitation, if the deceased suffered from an infectious disease or where you have asked for the coffin to be closed. If the client and or their family are advised to not visit our chapel of rest and this advice is ignored, Stephen Tester IFD take no responsibility for such decisions. Unless arising from a negligent action or breach of the contract by us, we shall not be liable for: loss of any jewellery, clothing or personal effects of the deceased or such items belonging left with the deceased but belonging to any other person; and any damage to the body of the deceased which is sustained before the deceased in under our full care.

CONTAGIONS It is the responsibility of a family to, if known, fully enclose any information of infectious diseases or viruses that the deceased may carry so that our Staff are protected where necessary. Failure to disclose may result in legal action if a staff member becomes ill due to this omission.

FUNERAL If the deceased is to be cremated, we will agree with you which crematoria will perform this service. On a rare occasion it may be necessary for us to change the location at which the deceased is cremated, for example due to unforeseen temporary closure of a particular crematorium. In this event, we will inform you in advance of the change. If requested by you as part of your order, we will collect the ashes of the deceased following cremation and store these for a reasonable period until you are able to collect them. We will store the ashes without charge for two years from the date we collect the ashes from the crematorium. We may store the ashes for a longer period where the deceased's ashes are to be buried with another in the future. If you have not collected the ashes during this time we will write to you using to advise you that the ashes require collection. We shall write to you three times in total. If we do not receive a response from you within 6 months of our final letter we will write to you by recorded delivery to advise that will we be scattering the deceased's ashes, notifying you of the time and location for the scattering, some crematorium will charge for interment of ashes that exceed 12 months from date of cremation. If ashes are to be collected from our office they will only be released to the funeral applicant. If another member of the family is to collect ashes from Stephen Tester IFD a hand written letter or email must be provided with full instructions. ID will be required on collection of ashes. We accept no responsibility for and no liability to you or any third party for; any damage or loss of any memorial, plants, turf or items placed on the grave caused by a third party, severe weather or animal action. The level of growth, death or shape of any planting supplied as part of the contract. This includes the effect of drought, disease or third party damage. None of our employees, other than a Director, are authorised to make any statement or warranty or representations as to the overall services supplied.

DELAYING EVENTS Stephen Tester IFD will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a "Delaying Event") affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract between us, nor will you be entitled to claim for any loss or damage howsoever arising as a result of a Delaying Event. Complaints. Stephen Tester IFD is a member of SAIF and adheres to their code of practice. If the client has a grievance with the service that Stephen Tester IFD has provided then we must receive this in the form of a letter within 6 months of the funeral date. If the outcome of the company's complaint procedure is not satisfactory, the client is able to refer this complaint through SAIF. Any complaint does not give ground for the client to withhold payment for the funeral. Stephen Tester IFD are not responsible for any complaints for 3rd party's (those listed in the Disbursement section of the invoice)

DATA PROTECTION Stephen Tester IFD will not pass on client details to any third party outside of those instructed for the funeral service. We will not contact you after the funeral for any promotional reasons. We may contact you as a continuation of the service the company provides such as monumental masonry, bereavement support.