

Terms & Conditions for Funeral Arrangements

These Terms and Conditions govern the provision of the Services that You have requested from Us. We will provide the Services in accordance with these Terms and Conditions, which incorporates the Funeral Arrangements Form.

Before signing these Terms and Conditions, please read this document carefully and also check that all details provided to Us are complete and correct.

By signing these Terms and Conditions You are confirming that:

- You agree to be bound by the Terms and Conditions;
- You are aged over 18 years old;
- You are authorised to make the funeral arrangements;
- You agree for Us to provide You the Services in accordance with these Terms Conditions;
- You shall be fully liable for the cost of the funeral arrangement and making the payments to Us as detailed in these Terms and Conditions; and
- You expressly confirm that You agree to Us starting to provide the Services within the Cooling Off Period referred to in clause 7 of these Terms and Conditions and that in the event of cancellation notice is served under clause 7.2 You shall be liable to pay for all costs, charges and disbursements which have been incurred by Us in providing the Services up until the date of cancellation.

Therefore, if You have any questions, please ask Us or seek your own independent advice prior to signing.

1. DEFINITIONS AND INTERPRETATION

- The below definitions are mentioned in these Terms and Conditions and so We have included a definition of what they mean for Your understanding.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England.

“Charges” means the sums payable for the Services We supply to You in accordance with these Terms and Conditions including costs, charges and Disbursements as fully detailed in the Funeral Arrangements Form.

“Direct Cremation” means the services provided to You in arranging the cremation of the deceased which shall involve no funeral service (unattended). There is no viewing of the deceased or farewell ceremony included. There is no embalming required and We use a simple wood effect coffin. The cremation takes place at a facility convenient to Us which may not necessarily be local to You. We shall choose the time, date or location of the cremation.

“Disbursements” means any sum or sums to be spent on Your behalf to a third party individual, company or external supplier, for example (but not limited to) crematorium fees or burial fees, doctors, officiant, floristry costs, catering etc. (as more particularly detailed in the Estimate within the Funeral Arrangements Form).

“Estimate” means an estimate of the Charges (as contained in the Funeral Arrangements Form) you are likely to incur. The estimate will include all Charges and VAT, where applicable.

“Funeral Arrangements Form” means the funeral arrangement instruction form as fully detailed on the front sheet of these Terms and Conditions containing all personal information You provide to Us, Your instructions to Us for the Services You have asked Us to provide and the Estimate.

“Services” means the Services we will be providing to You as detailed in the Funeral Arrangements Form and provided in accordance with these Terms and Conditions.

“Simple Funeral” means a funeral provided in accordance with the National Association of Funeral Directors Code of Practice which is more particularly described in the Funeral Arrangements Form. The Simple Funeral allows Us to provide a caring and quality service at a fair cost to You and mourners may attend the funeral. A simple wood coffin shall be provided and the provision of a hearse, as more particularly described in the Funeral Arrangements Form. Crucially, We shall decide the time and date of the funeral and may insist on using a local cemetery or crematorium.

“Terms and Conditions” means the provisions set out within this document which is legally binding upon you.

“Us, We or Our” means Regent Funeral Services Limited incorporated and registered in England and Wales with company number 10669594 whose registered office is at Civic Centre, Regent Street, Gateshead, Tyne and Wear, NE8 1HH and with Our trading address being Saltwell Road South, Gateshead, NE9 6DT.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

“You or Your” means You the individual (as detailed in the Funeral Arrangements Form) who has purchased the Services from Us and signing these Terms and Conditions.
- A reference to a statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- Headings are included in these Terms and Conditions for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

2. COMMENCEMENT AND DURATION AND THE FUNERAL ARRANGEMENT FORM

- These Terms and Conditions govern the sale and provision of the Services by Us to You and shall commence on the date when it has been signed by You and shall continue, unless terminated earlier in accordance with clause 8 (Termination), until such date where all Services have been provided by Us and full payment of cleared funds is received by Us from You in settlement of Our final invoice as detailed in clause 5 (Charges). For the avoidance of doubt, for Direct, Private Farewell, Simple and Regent funeral packages these Terms and Conditions shall continue until all Services have been provided by Us and We have provided You with a final remittance advice confirming full payment of cleared funds having been received by Us in accordance with clause 5.3 (Direct, Private Farewell, Simple and Regent funeral packages).
- Before signing these Terms and Condition, You must provide all information to Us to enable Us to complete the Funeral Arrangements Form. You shall check all details are correct within the Funeral Arrangements Form before signing these Terms and Conditions. There may be information within the Funeral Arrangements Form that We are unable to complete at the time of signing these Terms and Conditions, such as the precise time of funeral services because these will need to be confirmed with external suppliers. We will communicate all outstanding details with you prior to the date of the funeral.

3. YOUR OBLIGATIONS

- You hereby agree and confirm that You are authorised to provide Us with all necessary instructions required by Us to provide the Services to You as detailed in these Terms and Conditions and You shall make Us aware immediately if you become aware of any person who may disagree that You have the authority to provide Us with the instructions for the Services.
- You shall co-operate with Us in all matters relating to the Services and provide Us in a timely manner all documents, information and items reasonably required by Us in connection with the Services.
- You shall be responsible for ensuring that all information provided to Us is correct and accurate.

4. OUR RESPONSIBILITIES

- We shall use reasonable endeavours to provide the Services in accordance with these Terms and Conditions and all relevant laws, rules and regulations.
- We will not undertake any Services that are in conflict with any law in force, any voluntary or mandatory code of practice, or similar rules, regulations or codes.
- We will make every reasonable effort to complete the Services on time and in accordance with the dates agreed with You in the Funeral Arrangements Form. However, We will not be held liable for any delays if the event is outside Our control as detailed in clause 8 (Force Majeure).
- If We require information from You in order to provide the Services, We will inform You of this as soon as is reasonably possible.
- Where information received from You in accordance with clause 4.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. Furthermore, where additional work is required from Us to correct or compensate for the mistake made as a result of delayed, incomplete or other incorrect information that You have provided to Us then We may charge you a reasonable additional sum for that work.

5. CHARGES

- The Estimate contains an estimate of Our Charges, including all costs and Disbursements for the provision of the Services. Whilst We will make every effort to ensure the accuracy of the Estimate, you acknowledge that the Charges and Disbursements may be subject to alteration where circumstances occur outside of Our control and/or Your requirements and instructions to Us change. In such circumstances, changes to the Estimate shall be confirmed in writing to You in advance of the date of the funeral. We may not know the amount of Disbursements in advance of preparing the Estimate, however, we will endeavour to give you a best estimate of such disbursements. We shall endeavour to update You with Disbursement charges as and when these become known to Us and the actual amount of the Disbursements will be detailed and shown in the final account to be provided in advance of the date of the funeral.
- All Disbursements, unless otherwise agreed in writing, are paid for in advance.
- Where you have selected a Direct, Private Farewell, Simple and Regent funeral packages (as indicated on the Funeral Arrangements Form) all Charges (including all Disbursements) must be paid for in cleared funds to Us at least 48 hours before the date of the Direct, Private Farewell, Simple and Regent funeral packages.
- For all other Services (excluding Direct, Private Farewell, Simple and Regent funeral packages under clause 5.3), We will send You a final invoice within 5 Business Days of the funeral date confirming the total Charges that are outstanding for payment. The final invoice shall be itemised and any payments made in advance by You shall be deducted from the final invoice balance. The final invoice is due for payment by You within 30 days of the date of Our invoice.
- Payments can be made via BACS, debit or credit card.
- If you do not make payment to Us by the relevant due date for any undisputed invoice, We will charge you interest on the overdue sum from the due date until payment of cleared fund is received at 4% per annum over the Bank of England base rate from time to time.
- If You do not pay Us for the Services, we may suspend the provision of the Services not yet provided until you have paid all outstanding sums.
- We reserve the right to carry out financial checks (including carrying out credit checks) on you at any time to ensure your ability for payment of the Charges and Disbursements. Depending on the outcome of the credit checks, we may request full or part payment in advance.
- Notwithstanding any other provision of this clause 5, We hereby reserve the right to request at any time part or full payment of the Charges in advance from You.

6. CHANGING YOUR INSTRUCTIONS OR FUNERAL ARRANGEMENTS

- If You wish to make any changes to the funeral arrangements as detailed in the Funeral Arrangements Form, We will require 2 Business Days written notice from You. We will use our reasonable endeavours to deliver the changes to the Services, however, We will have absolute discretion as to whether the changes You have requested to the funeral arrangements will be acceptable or achievable, for example (but not limited to) time constraints. If We accept Your request/s for a change to the Services originally requested, We shall notify You of any changes to the Estimate as a result of Your change in requirements and such additional charges shall become payable in accordance with clause 5.

7. CANCELLATION AND COOLING OFF PERIOD

- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel these Terms and Conditions within 14 days from when it is signed by You (‘Cooling Off Period’). By signing these Terms and Conditions You hereby expressly confirm that You agree to Us starting to provide the Services within the Cooling Off Period.
- If you do wish to cancel these Terms and Conditions within the Cooling Off Period you must send or take a written notice of cancellation to Us at Regent Funeral Services Limited of Saltwell Road South, Gateshead, NE9 6DT at any time within the Cooling Off Period. Such notice shall be deemed as having been served if the communication is sent to Us before the end of the Cooling Off Period.
- You hereby acknowledge and agree that you expressly agree to Us commencing delivery of the Services within the Cooling off Period and where such cancellation notice is served under clause 7.2 You shall be liable to pay for all costs, charges and Disbursements which have been incurred by Us in providing the Services up until the date of cancellation.

8. TERMINATION AND CONSEQUENCES OF TERMINATION

- Either Party may terminate these Terms and Conditions without notice in the following circumstances:
 - If We or You breach these Terms and Conditions in any way and fails to remedy that breach within 5 days of being asked to do so in writing;
 - There is a material or substantial breach by the Contractor of any of its obligations under these Terms and Conditions which is incapable of remedy
 - If We or You fails to make a payment on time as required under clause 5 (Charges), this does not affect our right to charge interest on overdue sums as set out in clause 5.6; or
 - If We or You enters into liquidation, goes bankrupt or has an administrator or receiver appointed over their assets.
- Upon termination of these Terms and Conditions in accordance with clause 8.1 above:
 - Any sum owing by either Party to the other under any provision of these Terms and Conditions shall become immediately due and payable;
 - Upon termination, subject otherwise provided in these Terms and Conditions and to any rights or obligation which accrued prior to termination, neither party shall have any further obligation to the other under these terms and conditions; and
 - Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach to these Terms and Conditions which exists at or before the date of termination

9. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- We shall not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause, event or circumstance that is beyond our reasonable control. Such cause, event or circumstance shall include, but not limited to, acts of God, war, industrial action, protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies (‘Circumstance of Force Majeure’).
- If We or the delivery location is affected by a Circumstance of Force Majeure, We shall be entitled to, totally or partially, suspend the date or dates of delivery of the Services until the Circumstances of Force Majeure have ceased. The suspension shall not give rise to any claim by the You against Us nor entitle You to terminate these Terms and Conditions.
- If the Circumstance of Force Majeure continues for more than two (2) months either Party may give written notice to the other to terminate these Terms and Conditions immediately or on a set date.
- If these Terms and Conditions are terminated in accordance with clause 9.3 neither Party will have any liability to the other except that any rights and liabilities which accrued prior to the termination will continue to exist.

10. ASSIGNMENT BY US

- We may at any time assign, subcontract or delegate any of its rights and obligations under these Terms and Conditions to another business, company or organisation.

11. ENTIRE AGREEMENT

- These Terms and Conditions constitutes the entire agreement between You and Us relating to the subject matter of these Terms and Conditions. These Terms and Conditions supersedes all prior negotiations, representations and undertakings, whether written or oral, except that nothing in this clause shall limit or exclude either party’s any liability for fraudulent misrepresentation.

12. NO WAIVER

- Failure by either Party at any time to enforce any one or more of the provisions of these Terms and Conditions or to require performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provisions or of the right at any time subsequently to enforce all Terms and conditions no affect the validity of these Terms and Conditions or any part of them or the right of the Parties to enforce any provision in accordance with its terms.
- No waiver of any of the provisions of these Terms and Conditions shall be effective unless it is expressed to be a waiver in writing and communicated to the other Party in accordance with clause 13 (Notices)

13. NOTICES

- Any notice or other communication required by these Terms and Conditions to be given by either Party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address as set out in the Funeral Arrangements Form.
- Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was dispatched and any notice sent by email before 5pm will be deemed to have been served on the day of dispatch and otherwise on the following day save where the deemed date of service shall on a day other than a Business Day in which case the date of service will be the following Business Day.

14. HOW TO CONTACT US

- If You wish to contact Us, Our address is: Regent Funeral Services Limited, Saltwell Road South, Gateshead, NE9 6DT. You can contact us on 0191 433 4499 and enquiries@regentfuneralservices.co.uk
- We endeavour to provide a high quality service to You at all times. However, if You are dissatisfied with the service received, You are able to contact Us using the above contact details. You may at any time request a copy of Our written complaints procedure from Us and is also available on Our website at www.regentfuneralservices.co.uk/complaints

15. OUR LIABILITY

- If We do not adhere to these Terms and Conditions, we will only be responsible for reasonably foreseeable loss or damage that you suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. We shall not be liable for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) howsoever caused.
- Our total liability to you for any breach of these Terms and Conditions, or reckless, negligent or wilful default is limited to a sum equivalent to the total amount payable by You to Us under these Terms and Conditions.
- Nothing in these Terms and Conditions seeks to exclude or limit our liability for
- Death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party’s negligence);
- 3.2 Fraudulent misrepresentation;
- 3.3 Any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited

16. HOW WE USE YOUR PERSONAL INFORMATION

- We may use your personal information that You provide to Us to provide our Services to You with the Services as set out in these Terms and Conditions, contact You (if required) to confirm the arrangements, make arrangements with external suppliers, in accordance with your instructions; and process payments You make to Us as set out in these Terms and Conditions.
- In certain circumstances, for example if you do not pay our invoice in accordance with Clause 5 (Charges) and our invoice remains outstanding, we may pass your personal details to another company or organisation to collect or receive outstanding payments on our behalf.
- Other than as stated in this clause 16, we will not give your personal information to any other third party unless we are required to do so by law or regulations; or you first give us your permission to share your information.

17. THIRD PARTY RIGHTS

- These Terms and Conditions are enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999 are excluded.

18. LAW AND JURISDICTION

- These Terms and Conditions shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

19. VARIATIONS

- Any variations proposed to these Terms and Conditions will not be valid unless in writing and signed by Us and You



Regent Funeral Services Limited.

Registered Office: Civic Centre, Regent Street, Gateshead, NE8 1HH. Company Number: 10669594.

A company registered in England and Wales and wholly owned and controlled by Gateshead Council.