

# Terms and Conditions of Service

These are the Terms and Conditions of Service for **Ryan Richards Funeral Director**. Copies of these terms are available as a document upon request. When arranging a funeral with us, you will be asked to sign a copy of the estimate that contains an abbreviated version of this document. By signing this, you agree to abide by the full Terms and Conditions of Service set out below.

## Terms and Conditions of Service

### Purpose of Terms and Conditions

**Ryan Richards Funeral Director** aims to provide a high-quality service and does not seek to enter into a long and unnecessarily detailed contract. However, we acknowledge the importance of clearly defining our areas of responsibility and obligations in writing. Clients should also be aware of the protections offered and their obligations to us.

### Right to Arrange the Funeral

We do not have the means to independently verify who has the legal right to arrange a funeral. Therefore, we will contract with any person who claims to have the authority to do so, be it the next of kin, an executor of the estate, or someone acting on their behalf. Throughout these Terms and Conditions, this person will be referred to as the "Client."

### General Observations

Our highly experienced staff will use their professional skills to ensure that client requests are honoured. During initial planning, we may not be fully aware of all family circumstances, which may result in certain requests not being met. In such cases, we will assist in making alternative arrangements but will not accept liability for additional costs or losses incurred.

### Changes to Funeral Arrangements

The dates and times for the funeral cannot be guaranteed until final bookings are made and confirmation is received from all third parties involved. Occasionally, even after confirming details, we may need to make minor changes due to circumstances beyond our control. Timing is not the essence of this contract. We will attempt to notify clients of any changes in advance, but this is not always possible. We do not accept liability for delays caused by third-party suppliers or other factors such as roadworks, adverse weather, or mechanical failures. Our charges remain payable in full under these circumstances.

If we are unable to contact the Client to agree on changes, we will assess the situation and act in what we believe is the best interest of the Client. We reserve the right to make additional charges for any extra services provided.

If we are unable to provide the ordered coffin or casket on time, we will notify the Client and offer alternatives. The price for the chosen alternative will be invoiced and payable, not the price of the original selection.

## **Limitations of Services**

Some facilities, such as horse-drawn vehicles and dove releases, depend on the behaviour of animals, which may be affected by health or weather conditions. Additionally, some vehicles are vintage or classic and may be prone to mechanical failure. We do not accept liability for any such events.

## **Clothing and Personal Effects**

We transfer the deceased to our premises in the clothing they were wearing. All underwear, socks, nightwear, and soiled clothing are treated as waste and incinerated. Other clothing, including shoes, is held for 30 days and, if not collected, will be disposed of without further notice. All valuables left with the deceased at the time of collection are recorded and managed according to the Client's wishes. We are not responsible for the safekeeping of any jewellery or valuables placed in the coffin during visits to the Chapel of Rest and do not accept liability for loss or damage.

## **Size of Deceased**

We are usually unaware of the size of the deceased at the time the funeral is being arranged. Prices quoted are based on the assumption that the deceased's size falls within reasonable limits. Once known, we will take the size into account, as there are maximum sizes for coffins, hearses, graves, and crematoria. We prefer to shoulder carry the coffin but will conduct a risk assessment before each movement, adhering to Manual Handling Regulations. If the size exceeds limits, we may provide additional staff, transport, and equipment, with any extra costs reflected in the final invoice.

## **Right to Cancel the Contract**

Under the Consumer **Contract Regulations 2013**, Clients have the right to cancel within 14 days of signing the agreement. To cancel, a notice must be sent within this period to Ryan Richards Funeral Director, . If a cancellation notice is sent by post, we will only acknowledge it once received. If no confirmation call is received by the Client the day after posting, they should contact us. Clients should understand that if they cancel after authorizing work to commence, they will be charged for services already provided and any incurred disbursements.

## **Third Party Supplies**

We are only responsible for the parts of the funeral arrangements that we perform ourselves. We arrange necessary services with third parties (e.g., Ministers, Cemeteries, Crematoria) as an agent. These third parties are responsible for their services. Charges from these third parties will be shown as disbursements on the final invoice, reflecting their normal gross prices.

Most crematoria ensure cremations occur on the same day the deceased is received, but this is not guaranteed. Clients should be aware that cremation must occur within 72 hours of receipt.

## **Data Protection**

We are committed to complying with Data Protection Legislation and ensuring the protection of your Personal Data. If you have concerns, please contact our Data Protection Officer at [Your Email].

By signing this agreement, you consent to us posting details of the funeral on our website. If you do not wish to give your consent, please inform us before signing.

## **Final Charges**

The final account may differ from the estimate, including charges for additional goods and services ordered. The final invoice will detail all applicable charges and must be paid within 33 days.

## **Payment of Charges**

We may require payment for some services in advance. If payment is not made by the required date, the contract will be deemed breached, and we will not provide the services until full payment (including any penalties) is received.

The Client is personally liable for all charges and disbursements, even if the invoice is forwarded to another person. The Client must ensure payment is made within the specified terms.

## **Overdue Accounts**

If payment terms are not met and an amount remains outstanding 90 days after the due date, we may:

- Hand the account to a collection agency or solicitor, adding all associated charges to the balance.
- Prepare the matter for court, adding legal and associated fees to the balance.

## **Severability**

The clauses of these Terms and Conditions are intended to be read independently. If any term is held to be invalid or unenforceable, it will be reduced in scope only to the extent deemed necessary, and the remaining provisions will not be affected.