



Terms Of Business

These are the terms and conditions on which Carlyon Funeral Directors ("we", "us", or "our") supply goods and/or services to you.

We are independent funeral directors, and we provide a range of professional funeral services and related goods. We are registered in England and Wales under company number 10401821 and our registered company address is Wheal Ellen, Mount Hawke, Truro, Cornwall, TR4 8DL

You can contact us by telephoning our customer service team on 01209 890229 or by writing to us at info@carlyonfuneraldirectors.co.uk or the address above. If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. When we use the words "writing" or "written" in these terms, this includes e-mails.

Please read these terms carefully before you place your order with us. These terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the "Terms"), and you acknowledge you have read, understood and agree to be bound by these Terms.

Professional services

These include all arrangements in connection with the funeral, assistance and advice in matters relating to the funeral, attendance and services of staff, attending to all documentation, care of the deceased and use of the Chapel of Rest, provision of hearse and funeral director.

Dates and Times

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. If this is the case, we will attempt to contact you in advance and advise you of alternative arrangements.

Estimates and Expense

The estimate is an indication of the charges likely to be incurred on the basis of the information and details we are aware of at the date of the estimate. Whilst we make every effort to ensure the accuracy of the estimate, charges may alter particularly when third parties change their rates or charges. We may not know the amount of third-party charges in advance of the funeral; however we will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown on our final account invoice. If you amend your instructions, we will require your written confirmation of changes; however, we reserve the right to act on verbal instructions for changes in the absence of your written confirmation. We may need to make an additional charge in accordance with prices published in our current price list.

Payment of account

Carlyon Funeral Directors operate a pricing policy in compliance with the Code of Practice of the SAIF (The National Society of Allied and Independent Funeral Directors). Our price list provides clients with a full and detailed explanation of our charges as required by the Code. In addition to our charges, disbursements must be paid to Doctors, Ministers of Religion, Celebrants, Cremation or Cemetery fees etc. When the funeral arrangements are completed, you will be given a written estimate of all the charges incurred by the service you have requested.

By accepting these Terms & Conditions, you consent that you accept the charges and will be liable for payment of the account when submitted. This is usually 2 weeks after the funeral, and it is expected for payment to be made within 28 days.

If you fail to pay us in full on the due date, we reserve the right to add interest on all outstanding accounts;

1. at a rate of 4% above our bank's base rate;
2. calculated (on a daily basis) from the date of our account until payment;
3. compounded on the first day of each month; and
4. before and after any judgement (unless a Court orders otherwise).

You also accept that if no payment or contact has been made within 90 days of the funeral, the account will be forwarded to a 3rd party recovery company and additional recovery/legal costs will be incurred. If wished, the account may be forwarded to a solicitor or bank.

Address: Wheal Ellen, Mount Hawke, Truro, Cornwall, TR4 8DL

Telephone: 01209 890229 **Mob:** 07968 498227, **Email:** info@carlyonfuneraldirectors.co.uk

Website: www.carlyonfuneraldirectors.co.uk



Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

This means that you are liable to us for losses we incur because you do not comply with these terms, for example we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents, we may also recover the fees we incur from you. Further details regarding these fees are available on request. We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

Right to cancel

You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time, within the period of 14 days starting on the day of the arrangements. The right to cancel, can be lost during the cancellation period, if the service is provided in full before the 14 days elapses. Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received

Data Protection

Data Protection Words shown in italics are defined in the Data Protection Act 2018 (the "Act"). We respect the confidential nature of the information given to us and, where you provide us with personal data ("data"), we will ensure that the data will be held securely, in confidence and processed only for the purpose of carrying out the services. In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly. Further details regarding these third parties are available upon request and are found on carlyonfuneraldirectors.com/privacy policy. Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

How we may use your personal information

We will use your personal information in the following way.

We will have to pass your details to third parties, i.e. minister, crematoria/cemeteries etc (anyone who will be involved in the funeral).

To supply the goods and/or services to you.

To process your payment for the funeral and/or goods for you.

Privacy Policy

If you wish to see our privacy policy, please contact us for a copy or alternatively you will be able to see this on our website.

Additional legal requirements

Any personal effects, valuables or other items will be returned to you, unless you provide us with alternative written instructions. We cannot be held responsible for any personal effects, valuables or other items not passed to us by a third party, such as, but not limited to, Care Homes, Hospitals, Doctors, mortuaries, and coroners. We cannot be held responsible for any personal effects, valuables or other items passed to us by a third party, where we have not been expressly made aware of their presence at the time they are collected or where the items have not been checked by the third party before passing to us. We can only take responsibility for items that have been listed individually and taken responsibility by signing for these items. Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of. If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £50 per bearer will be charged. Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed. Any clothing that accompanies the person who has died when conveyed into our care, will be sensitively disposed of, unless we are provided with alternative instructions. Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership. We will update our website with the details of your funeral services. You will be asked your preferences with the information to be displayed. Donation Companies including our on-line charitable donation processing partner, make charges for use of their services, currently card charges. Further details of these services can be provided and can be found on their website. Please advise us if you wish to use their services. Offers. Any special offers however presented (including but not limited to, verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice

Complaints

Should you have any complaints relating to the funeral or other services provided by Carlyon Funeral Directors, please write to us at the address above and we will do our utmost to resolve any dispute

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