

## TERMS AND CONDITIONS TO BE ANNEXED TO INITIAL ESTIMATE

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### TERMS AND CONDITIONS OF COMMISSION OF LEROY FUNERALS (MARTIN WREFORD & SONS) ("the Funeral Director")

We/I \_\_\_\_\_  
agree to the attached Initial Estimate and confirm we/I will be responsible for payment for the Services attached hereto, or for the balance in the event that Social Services contribute towards the cost. We/I understand that the Funeral Director will incur fixed disbursements (such as Crematorium fees and doctor's fees, together with minister's fees) to arrange the Funeral Service. We/I confirm we have been advised of the sum payable and understand that we/I must pay the fixed disbursements before the Funeral Service takes place and further understand that failure to do so may lead to the Funeral Service being postponed.

We/I acknowledge that the Terms and Conditions overleaf apply to this Initial Estimate

We/I acknowledge that the Funeral Director may charge interest on accounts remaining unpaid for 30 days at a rate of 2% above National Westminster plc base rate. We/I acknowledge that, in the event of a cremation, if necessary, LeRoy Funerals will hold the cremated remains for a period of six weeks from the date of the funeral service. If they do not receive instruction from us/me after that time regarding their placement, we/I understand that the Funeral Director may invoice us/me for storage at a rate of £10 per month.

We/I confirm that I/we are authorised to enter into this contract on behalf of the deceased's estate and acknowledge that we are/I am entering into.



10 Alphington Road  
Exeter EX2 8HH  
01392 255535

298 Topsham Road  
Exeter EX2 6HG  
01392 211211  
[www.leroyfunerals.co.uk](http://www.leroyfunerals.co.uk)

94 - 95 High Street  
CREDITON EX17 3LB  
01363 772326



**These Terms and Conditions regulate the Contract agreed between you, the Client, and LeRoy Funerals (Martin Wreford & Sons) (“the Funeral Director”).**

## **1. DEFINITIONS**

In these Conditions:-

- 1.1 “Client” means the person/s or organisation who commissions the services of the Funeral Director.
- 1.2 “Terms and Conditions” means the Terms and Terms and Conditions of commission set out in this document and any additional Terms and Terms and Conditions agreed in writing by the Funeral Director.
- 1.3 “Initial Estimate” means the document prepared by the Funeral Director outlining its proposed services and charges to which these Terms are attached.
- 1.4 “Services” means the services described in the Initial Estimate attached to these Terms and Terms and Conditions and accepted by the Client.

## **2. SERVICES**

- 2.1 The Funeral Director will provide the Services outlined in this Initial Estimate to the Client in return for the payment indicated on the Initial Estimate. Acceptance of this Initial Estimate shall be deemed to be conclusive evidence of the Client’s acceptance of these Conditions.
- 2.2 Any changes or additions to the Services, the Initial Estimate or these Terms and Conditions must be agreed in writing by the Funeral Director and the Client.
- 2.3 These Terms and Terms and Conditions do not affect the statutory rights of the Client.

## **3. THE QUOTATION**

It is the Client’s responsibility to check the Initial Estimate carefully to ensure it is correct. Particular care should be taken in the spelling of names and the accuracy of dates. Any corrections should be notified to the Funeral Director immediately. The Funeral Director cannot otherwise accept responsibility for any errors in documents, obituaries etc which have been prepared from information provided by the Client.

## **4. PRACTICAL ARRANGEMENTS**

- 4.1 Please note that for insurances reasons, all the Funeral Director’s vehicles are limited to carrying seven passengers (including babies and children) and the Funeral Director reserves the right to prohibit the carriage of additional passengers. Where passengers are children, the Client or members of the party must provide and fit an appropriate child restraint. If no such restraint is used, the Funeral Director reserves the right to refuse to carry the baby or child.
- 4.2 The client is required to notify the Funeral Director in advance if it is intended that the coffin should be borne by persons other than employees or agents of the Funeral Director (“the Bearers”). If such arrangement is made, the Bearers are required to speak to the Funeral Director in advance so instruction can be given to enable the coffin to be carried safely. The Funeral Director reserves the right to refuse such a request if concerned that the coffin may be carried in an unsafe manner.

## **5. OWNERSHIP OF GOODS**

The Title to any items purchased pursuant to this Initial Estimate remain vested in the Funeral Director and title shall not pass to the Client until the Funeral Director has received, in cash or cleared funds, payment in full of the price for the items.

## **6. PAYMENT**

- 6.1 Payment for any items specified in the Initial Estimate shall be paid by the Client upon acceptance of this Quotation.
- 6.2 Payment for the Services is due and payable within 30 days after the date of the funeral ceremony without deduction or set off. The Funeral Director does not charge VAT and the Client will be notified if this is varied. Where payments are to be made by Social Services, the Client will be liable for the balance.

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- 6.3 If the Client fails to make payment by the due date then, without prejudice to any other right or remedy available to the Funeral Director. The Funeral Director shall be entitled to charge interest (both before and after any judgment) on the amount unpaid at the rate of 2% above the base rate of the National Westminster Bank Plc from time to time in force until payment in full is made.

## **7. INDEMNITY**

The Funeral Director shall have no liability to the Client for any consequential loss to the Client arising out of the provision of the Services (except in respect of death or personal injury resulting from negligence on the part of Funeral Director, its agents or employees) and the total liability of the Funeral Director for any loss of the Client so arising shall not exceed the price payable by the Client for the Services.

## **8. FORCE MAJEURE**

The Funeral Director will not be liable in damages or otherwise due to the non performance or delay in performance arising from adverse weather conditions, strikes, lock outs, war or civil unrest or other clauses beyond the Funeral Director's reasonable control.

## **9. COMPLAINTS**

In the event of a dispute, the Funeral Director has an internal written complaints procedure, details of which can be provided to the Client upon request. The Funeral Director is a member of the National Society of Independent Funeral Directors and the National Association of Funeral Directors, both of which offer arbitration schemes.

## **10. NOTICE**

Unless otherwise expressly stated, all notices from the Client to the Funeral Director must be in writing and sent to the address detailed on the Initial Estimate.

## **11. GENERAL**

11.1 In these Terms and Conditions, unless the context clearly indicates another intention:-

- Words importing the singular number shall include the plural and vice versa;
- Words importing any particular gender shall include all other genders;
- References to persons shall include firms and corporations and vice versa.
- Words importing the whole shall be treated as including a reference to any part of the whole.
- Reference in these Terms and Conditions to any statute or statutory provision includes a reference to that statute or statutory provision from time to time amended, extended, re-enacted or replaced and all statutory instruments or orders made pursuant to it.
- Unless the context otherwise requires, any references to any clauses and schedules are to clauses of these Conditions.

11.2 The headings used in these Terms and Conditions are for convenience only and shall not affect the construction or interpretation of these Conditions.

11.3 English Law will apply to these Terms and Conditions and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

11.4 Where any obligation is undertaken by two or more persons jointly, they are to be jointly and severally liable in respect of their obligations under these Terms and Conditions.

11.5 If any part, clause or provision of these Terms and Conditions is or becomes or is declared by the Court or such other competent authority to be void, illegal or unenforceable, it will be deemed to be deleted and the remaining provisions will continue in full force and effect.

11.6 The Funeral Director reserves the right to make changes to these Terms and Conditions from time to time.

11.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no other person other than the parties to this Contract shall have any rights under it nor shall it be enforceable under that Act by any person other than the parties to it.

11.8 These terms shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreements between the parties in relation to matters referred to in this agreement.