

## **The Individual Funeral Company - TERMS AND CONDITIONS and home arrangements**

### **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 motor hearse, funeral director and arranging the embalming of the person who has died if required.

### **Payment of Account**

Lucy Coulbert operates a pricing policy in compliance with funeral trade associations operating within the United Kingdom. In addition to charges, disbursements must be paid to Doctors, Ministers of Religion, Cemetery or Cremation fees and such like. When the funeral plans are completed you will be given a written estimate of all the charges incurred by the service you have requested. Upon order you will be requested to make a payment, in advance, of 100% of the estimated costs to cover the necessary disbursements – external payments made on your behalf, and the Funeral Director's charges. This must be paid no later than 72 hours in advance of the funeral taking place by bank transfer.

Should payment not be made within our terms, you agree that The Individual Funeral Company will either move the date of the funeral or cancel the funeral in its entirety and recover all associated costs including all products, services and disbursement payments already provided.

We ask for these terms and conditions to be signed as consent that you accept the charges, terms and conditions and will be liable for payment of the account when submitted. If wished, the account may be forwarded to your solicitor, but please be aware that our terms and conditions still stands when it comes to payment terms. If your solicitor or bank can't pay the funeral invoice within our terms, we would ask that the signatory pay the invoice and claim the funds back from the estate.

The Individual Funeral Company reserves the right to charge in part or full for the service(s) they have provided if you decide to use a different funeral director or we decide to postpone or cancel a funeral service until such time as our invoice is paid. Any additional costs will be added to this invoice.

Should payment not be made within our terms, we reserve the right to send the account to a debt collector where interest and other fees will be added to the account.

### **Covid**

Due to the current circumstances of Coronavirus, there are some services which we can't currently provide. If a person has died of Coronavirus, seeing the person who has died is not possible and we wouldn't be able to dress them.

If a person hasn't died of Coronavirus, seeing the person who has died is limited to 2 people at any one time up to a maximum of 6 people in any one day. The people attending must be immediate members of the family. Spouse/partner, child, parent, brother or sister.

Arranging funerals in person isn't possible either. Funeral arrangements are made by phone and email predominantly. By accepting these terms and conditions, you are agreeing that we can email sensitive information between The Individual Funeral Company and you, our client. You are also agreeing we can email sensitive information to clergy, crematoria, cemeteries, doctors and any other outside agency that may require personal information.

While we take internet security seriously, we will not take responsibility for any sensitive information which may be lost to sent to an unintended recipient.

As the Covid situation changes regularly and with new guidance being given to us by Government, it is important to note that we reserve the right to withdraw any part of our service at any time. This may be due to legal obligations set out by government, guidance from crematoria or cemeteries and we may impose our own rules or change them at any time.

This will mainly affect entry to our premises or seeing the person who has died.



### **Additional charges**

Sometimes there are costs that arise that are outside of our control. We will make you aware of any such charges should they arise and at the earliest opportunity.

One such charge is for larger coffins. The standard coffin size goes up to 6'2 x 20 inches. Should a person require a coffin longer than 6'2 or wider than 20 inches, a £150 fee will apply.

If a person is classed as 'bariatric' or 'obese', we must order a specialist coffin and we will confirm charges with you but they will be significantly higher than £150. If a person is classed as 'bariatric' or 'obese,' some of our services may not be available but we will make you aware of this as soon as we are able.

Where payment cannot be met by bank transfer, we will accept cash or a cheque (cheque must clear in our account 10 days before a funeral service) by our agreement.

Should you wish to pay by debit or credit card, we do increase our professional services fee by a minimum of £100 to cover raising an additional invoice and the time it takes us to do so.

### **Data protection**

#### **Your personal data – What is it?**

Your personal data refers to a living individual who can be identified from that data. The processing of personal data is governed by the General Data Protection Regulation 2016/679 (GDPR.)

#### **Who are we?**

The company director of The Individual Funeral Company Ltd (TIFC) are the data controllers. We decide how your data is processed and for what purposes. You can contact the company director by calling the office.

#### **How do we process your data?**

TIFC complies with its obligations under GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data and by protecting your data from loss, misuse and unauthorised access to the best of our ability by using appropriate technical and manual security measures.

#### **For what purpose do we use your data?**

To contact you before, during and after the funeral services when necessary. We also use it to contact you in the future if any outstanding decisions need to be made (reinstating a headstone or collection of ashes for example).

After the funeral service we will use your email details once to send a review request.

#### **Do we share your personal data?**

We do share your personal contact details with third parties who require it as part of the funeral arrangement process. They will be shared with the crematorium, cemetery, clergy or celebrant for example.

We will also share your personal data with a debt collection agency for collection of non-payment of a funeral account.

Where we are responsible for managing donations, we will pass your details to the charity so they can acknowledge safe receipt.



**How long do we keep your personal data?**

We keep your basic personal information which includes your full name, address, telephone number and email address on the funeral arrangement form when you instruct us.

We keep this indefinitely because it is useful to refer back to if/when you contact us to arrange another funeral service.

We only keep this information in paper format which are kept in folders in our office.

**What are your rights?**

Unless subject to exemption under GDPR rules, you can –

Request a copy of the personal data TIFC holds for you

The right to request TIFC updates/corrects any data if it is inaccurate or out of date

The right to request the data is transmitted to another data holder

The right to lodge a complaint with the Information Commissioner’s Office

**Right to cancel (Arrangements made in the clients home only or “Home arrangement.”)**

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 a period of seven days starting on the day of the arrangement. Where applicable, payment may be required to be made in respect to any services carried out at an hourly rate of £175 per hour (this includes any meetings at our registered offices or in your own home, creating and replying to emails and telephone calls) and any disbursements paid, once the performance of the contract has begun and prior to the cancelation being received. You will be made clear of all costs incurred during this time that you will be expected to pay under the same terms and conditions as outlined in “Payment of the account.”

The minimum you will be charged is £295 for the removal of the deceased and £45 per day the person is with us.

If you wish to cancel the contract you must tell the Lucy Coulbert, in writing, within seven days.

**I have read and understood the Terms and Conditions.** Signed.....

Date.....

