Terms and Conditions of Service

Kevin Matthews Funeral Service LTD is committed to providing dignity and care for your loved one. All clients will be sent an estimate of our services (please note this is not an invoice). Once agreed or signed, you will be agreeing to the following terms and conditions set out below:

Parties

In these Terms and Conditions, the terms 'our,' 'we', 'us' means Kevin Matthews Funeral Service Ltd at 1-5 Balmoral Road, Northampton, NN2 6LA. Company Registration No 7095620. The terms 'you', 'your' means the client or the company requesting our services.

Right to Cancel the Contract

(Arrangements outside of the premises of Kevin Matthews Funeral Service LTD):

The Consumer Contract Regulations 2013 gives a client signing a contract with a company the right to cancel within a period of 14 days from the signed agreement (estimate), you can cancel by email to <u>info@kmfunerals.co.uk</u> or by letter to Kevin Matthews Funeral Service LTD, 1-5 Balmoral Road, Northampton, NN2 6LA. We will only accept a cancellation confirmation from our client (the same person who signed or agreed the estimate) and will always acknowledge receipt of any cancellation notice; this contact will be our confirmation of receipt.

As authority was given to instruct Kevin Matthews Funeral Service LTD to arrange / conduct the funeral, if any costs have been incurred during the 14-day cancellation period for services offered or payments made for disbursements to third parties, these will be passed on to the client. There is no right to cancel if the Funeral has taken place within the 14 days.

Right to Cancel the Contract

(Arrangements conducted at the premises of Kevin Matthews Funeral Service LTD):

You have the right to cancel up to you confirm the estimate in writing or by email. You can cancel by email to <u>info@kmfunerals.co.uk</u> or by letter to Kevin Matthews Funeral Service LTD, 1-5 Balmoral Road, Northampton, NN2 6LA. We will only accept a cancellation confirmation from our client (the same person who signed or agreed the estimate) and will always acknowledge receipt of any cancellation notice; this contact will be our confirmation of receipt.

As authority was given to instruct Kevin Matthews Funeral Service LTD to arrange / conduct the funeral, if any costs have been incurred due to your instructions during this period for services offered or payments made for disbursements to third parties, these will be passed on to the client. There is no right to cancel if the Funeral has taken place.

The person with the authority to arrange the Funeral

Usually, it is the Next of Kin or the Executor who would have the authority to arrange the funeral. Kevin Matthews Funeral Service LTD cannot independently check if our client has this authority. We will accept the person who provides the necessary legal paperwork as our client.

Payment and Charges:

A. Payment of Charges:

Following the funeral, a final invoice will be sent to the client for payment. Payment should be made within 28 days of the date of the final invoice, in full, to Kevin Matthews Funeral Service LTD. The liability for the invoice will be with our client. There will be no additional charge if payment is made in full within the 28-day period.

The following payment options are available (these must be requested prior to the Funeral Date):

First Option: 50% of the funeral accounts needs to be settled within 28 days of the final invoice with the remaining 50% paid in equal consecutive instalments over the next 6 months. Interest will be charged at 2% of the final invoice total and added to the account.

Second Option: You can make 12 equal consecutive monthly instalments. The first instalment must be made within 28 days of the final invoice. Interest will be charged at 5% of the final invoice total and added to the account.

B. The Final Invoice:

This may be different to the estimate as additional services may be added by the client in the planning stage of the funeral. If payment is being made by a third party e.g., a plan provider, the remainder of the invoice will remain the client's liability. We endeavour that all estimates are correct however should any addition errors be made these will be corrected on the final invoice.

C. Advance Payments:

Kevin Matthews Funeral Service LTD may ask for payment before the funeral takes place, for example with our Direct Funeral option. The account for a Direct funeral must be paid in full and cleared funds, 3 working days prior to the funeral date. We may also need some disbursement payments to be made in advance of the funeral – such as for our range of handmade caskets. This will be discussed with you in advance of any order. Clients needing additional financial support should make the Funeral Director aware at the arrangement.

D. Late Payments:

If a payment arrangement has not been agreed prior to the funeral date then all accounts should be settled in full within 28 days of the invoice date, otherwise a 5% fee of any outstanding balance will be applied, then a further 2% fee will be applied to the outstanding balance for each full month until payment is made in full. If you have not contacted us prior to the 28 days to inform us of a delay and the account remains with an outstanding balance, we may hand the account to a debt collection agency or take legal action to recover funds. Any additional charges (e.g interest, court fees or other) incurred because of either of these types of action will be passed to the client.

E. Avoiding Late Payment Fees:

To avoid any late payment fees to your account, full payment is required within 28 days of the invoice date or a payment plan agreed prior to the funeral date and the terms of the payment plan are met. If you are having difficulty paying the invoice or are aware of a delay to payment in full, please contact us as soon as you are aware.

F. Personal Items:

All clothing will be held for 30 days following the funeral date – if families have not collected these items within this time, then the items will be passed to a charity or destroyed. We can hold items for longer (depending on size there may be a charge) however we would need to be notified within 30 days of the funeral. All items placed in the coffin, are left in situ on/with the deceased during visits to the Chapel of Rest; Kevin Matthews Funeral Service LTD is not responsible for its safekeeping and does not accept any liability in the event of loss or damage during this period.

G. Jewellery:

Any valuables on display for private viewing are done entirely at the client's risk, Kevin Matthews Funeral Service LTD is not responsible for its safekeeping and does not accept any liability in the event of loss or damage during this period. No insurance is held by the company for removal of items during a chapel visit.

H. Standard Size Coffins:

All estimates will be quoted on a standard size coffin ($6'2 \times 22$ or smaller) unless otherwise stated – larger coffins are available and will incur an additional cost. In some cases, six or more pallbearers will be needed to carry the coffin. We are a responsible employer conforming to the Manual Handling Regulations 1992. If additional Pallbearers are required a charge of £80 per pair will be added to the account. The Funeral Director will update the client of this charge.

I. Disbursements:

These are payments that Kevin Matthews Funeral Service LTD makes on your behalf to third parties such as to Crematoriums. These payments are made following instructions given by our clients at the funeral arrangement and therefore form part of the final account.

J. Mileage:

All estimates are given with the presumption that collection, care and the funeral will be within a 15-mile radius of our Balmoral Road Funeral Home. Cost per mile outside of this radius will be £2 per mile, in each direction.

Funeral Definition

All prices quoted are for funerals where the burial or cremation takes place immediately following, before or at the same time as a ceremony or service. If this is not the case, then additional fees will be payable – these are available on request and will depend on the client's instructions.

Please note for funerals held outside of our normal working hours Monday to Friday 8.30am - 5.30pm there will be a surcharge of £330.00 for 'Signature' and 'Principal' services, or £100.00 for a 'Direct' service.

Time allocated to a funeral will be a maximum of 3.5 hours; a surcharge of £60.00 per vehicle per half hour following this time will be applied.

Cremated Remains

Cremated Remains will be held for 1 year from the date of the funeral without charge. Before this period ends an instruction will be requested from our client.

Cremated Remains held by Kevin Matthews Funeral Service LTD are done so entirely at the client's risk and no insurance is held by the company pertaining to this.