



Henwood Funerals

Newquay's Family Funeral Director

Terms & Conditions of Business

As with any reputable business, Henwood Funerals Limited has Terms and Conditions of Business; This sets out the legal basis of the relationship, in a clear way in fairness to all parties, on which Henwood Funerals Limited, undertakes its services.

1. Agreement between client and Funeral Director

1. This Contract shall be entered into between Henwood Funerals Limited and the Client by the Client requesting, whether verbally or in writing (electronic or paper based) that Henwood Funerals Limited perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the terms of this Contract shall be effective. These conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Funeral Director of Henwood Funerals Limited. No verbal warranties, representations, agreements or assurances will bind Andrew Henwood Funeral Director, other than where provided for in this Contract or by law.
12. Subject to the terms of this Contract and in consideration of the payment of Henwood Funerals Limited and of any other monies which may become due under this Contract Henwood Funerals Limited shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its reasonable endeavours to deliver the Deceased to the Destination at the time requested and arranged with the Client. Henwood Funerals Limited shall use all reasonable skill and care when performing its obligations under the Contract.
13. Both the Client and Henwood Funerals Limited will comply with all applicable laws relating to the processing of personal data and privacy (and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation) including but not limited to the General Data Protection Regulation, 2018.

2. Estimates and Expenses

21. The estimate provided is an indication of the charges likely to be incurred on the basis of the information and details we know to the date of estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges.
2. We may not know the amount of third parties 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 in the final account.
23. Andrew Henwood Funeral Director will provide a written estimate before the date of the funeral and a final invoice shortly after.
 - 2.4 We reserve the right to ask for a deposit upfront on a case by case basis.
 25. If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.
26. Full payment to be made to Henwood Funerals Limited within 03 days of the date of the funeral invoice unless agreement is made in writing by the Funeral Director.

3. Unpaid accounts

31. Henwood Funerals Limited reserve the right to pass on to the client the cost of any third-party charges (such as, but not limited to, solicitors, Court costs and Bailiff collection services). These costs will be incurred from when Andrew Henwood Funeral Director instruct solicitors.
- 3.2 Henwood Funerals Limited reserve the right to claim interest to you on the overdue amount (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation, because we were not paid according to our agreed credit terms. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 3.3 Henwood Funerals Limited the right to withhold the release of ashes to the client until account is cleared.

4. Indemnity

41. 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. to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond our reasonable control. The following events shall be regarded as examples of causes beyond Andrew Henwood Funeral Director reasonable control but shall not act to limit the general nature of this clause: Act of God, explosion, flood, tempest, fire, accident, civil disturbance, acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.
53. Henwood Funerals Limited shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

5. Agreement

Any waiver or variation of these terms is binding in honour only unless; made (or recorded) in writing; signed by a Funeral Director; and expressly stating an intention to vary these terms. Your instructions will not create any enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client. If any of these terms are unenforceable as drafted: it will not affect the enforceability of any other of these terms; and if it would be enforceable if amended, it will be treated as so amended.

Disclosure Of Interest Henwood Funerals Limited

is an independent family owned and run business.

1. Henwood Funerals Limited is owned by Miss LT Henwood
2. There is no business or material financial interest in any price comparison website
3. There has been no material charitable donation to a third party
4. There has been no charitable contribution or payment of gratuity to a third party
5. There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to Henwood Funerals Limited

Henwoodfunerals.co.uk 01637 851199

