



Estimates and Expenses

The Confirmation of Arrangements that is provided sets out the services we will agree to supply. The estimate is an indication of the charges likely to be incurred based on the information and details we know at the time of the estimate being provided. While we make every effort to ensure the accuracy of the estimate, the charges are open to alteration particularly where third parties are involved and may change their rates.

We may not know the exact amount of third-party charges in advance of our meeting; however, we will give you our best estimate of such charges in writing. The actual amount of the charges will be confirmed before the funeral and detailed in the final account.

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. Any additional services required will be, of course, subject to additional charge/s in accordance with prices published in our current price list.

Payment

Payment for the funeral will include the Funeral Directors fee plus any disbursements. Disbursements are payments made by us to third parties on your behalf, such as, crematorium or cemetery fees, minister or celebrant fees, doctors' fees, order of service etc.

The invoice will be sent to you before the date of the funeral and you will be required to pay the final account in full, at least 3 working days before the date of the funeral. Payment will be accepted by cash, bank transfer, debit card or by a cheque payable to 'Lilley Funeral Directors'.

If payment is not received Lilley Funeral Directors hold the right to cancel or postpone the date of the funeral until payment is received.

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 from you the fees we incur. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we must take legal action, we will ask the Court to make you pay our legal costs. Lilley Funeral Directors cannot accept responsibility for matters which are wholly outside our control.



Termination

We reserve the right to terminate our services if you fail to honour your obligations under these Terms. We are under no obligation to accept your termination until we receive your instruction in writing. If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third-party charges which we have paid or are committed to.

Cooling Off Period

You have the right to cancel the contract if you wish. This right can be exercised by hand delivering a letter confirming your instructions to our office at any time within the period of 7 days starting on the day of the funeral arrangement meeting. The right to cancel is lost during the cancellation period if the service is provided in full before the 7 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.

General Data Protection

We respect the confidential nature of the information given to us and, where you provide us with personal data, we will ensure that the data is held securely, in confidence and processed for the purpose of carrying out our services only. To provide our services to the best of our ability, we may need to provide such details to third parties, and those third parties, who may be performing services for you, may contact you directly. Under the Data Protection Act 2018, you have the right to request a copy of any data held by Lilley Funeral Directors about yourself. If you wish to make this request, please ensure that this is done in writing.

Conduct

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavor 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. Where this is the case, we will attempt to contact you in advance, using the details held, and advise you of alternative arrangements. We reserve the right to replace any product or service provided by the company with an alternative which at the reasonable belief of the company is of similar quality and / or is suitable for purpose. We reserve the right to employ the services of third parties to provide part or all our services and products.



Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. Any waiver or variation of these Terms is binding in honour only made in writing. Your instructions will not create any right 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

Nothing in these Terms restricts or limits our liability for death or personal injury. This agreement is subject to English Law. If you decide to commence legal action, you may do so in an appropriate UK court.

Terms of Business

Our Terms of Business include the following:

The final balance must be paid at least 3 working days before the date of the funeral.

The following charges may be enforced for late payment: £500.00

Disclosure of Interest

The ultimate owner of this business is Scott Lilley

We have no business or financial interest in a price comparison website which compares Funeral Director Services and/or Crematoria Services and their respective prices

We make charitable donations to the following: Not Applicable

We make gratuity payments to the following: Not Applicable

Other payments or gifts to third parties that are not related to a cost incurred or service provided by the third party, in connection with the arrangement of a funeral, or the operation of the funeral business: Not Applicable