

TERMS AND CONDITIONS



PART A – IMPORTANT INFORMATION FOR CUSTOMERS

The following terms and conditions (“the Conditions”) are the terms on which Welham Jones (“the Company”) sells products and services (“the Services”) in the conduct of its business as funeral directors and monumental masons, and supersedes all other terms and conditions.

1. Contract

The Company will not provide any of the Services without the client’s (“the Client”) authority, which shall be written where possible and will (before providing the totality of the Services requested) require the Client’s signature to evidence the Services confirming a Contract exists between the parties.

2. Price and Payment

- a. the price inclusive of any VAT if applicable (“the Price”) for the Services shall be the price agreed between the Company and the Client and the payment of the Price shall be made by the client not more than 14 days after the invoice date (“the Due Date”) issued by the Company for the Services.
- b. Invoices will be issued 7 days after the provision of the Services by the Company.
- c. Payment may be made in cash, by cheque payable to Welham Jones or by BACS transfer to HSBC Bank PLC sort code 40-40-32 account 01244140, quoting our reference number.
- d. If the Price is not paid 28 days after the Due Date the Company reserves the right to charge interest both before and after any judgement on the unpaid Price at the rate of 3% per cent per month, which equates to an annual equivalent rate (AER) of 42.75%.
- e. Sometimes, but not always, the Company in providing the Services may request from the Client a deposit usually, but not always, in discharge of disbursements associated with the Services, and may request that some or all such payment be issued direct to a third party supplier.
- f. Memorials will be subject to an initial deposit of 50% of the Price.

3. Goods

The description and quantity of the Price of the Services to be provided by the Company to the Client shall be set out in the estimate and confirmation of arrangements provided by the company to the Client and the Client’s signature to the said estimate and confirmation of arrangements shall constitute the written authority to supply the Services requested.

4. Variation

Reasonable verbal or written instructions to vary the Services will be accepted from the Client, and the Client acknowledges that such variations might have cost or other implications in respect of the Services to be provided.

5. Delivery

The Seller shall deliver the Services as defined at the specified place and on the specified date and time as are set out on the estimate and confirmation of arrangements. Time shall not be of the essence.

6. Ownership of the goods

The Company shall retain ownership of the Services and/or items ancillary thereto until full payment of the Price has been received by the Company from the Client. The Company shall be responsible for taking reasonable care of the Services and/or items ancillary thereto whilst in their possession.

7. Cancellation

You have a right to cancel this Contract with us without giving any reason within 14 days of entering into it save that, if the services have been fully performed, i.e. completed, this Contract cannot be cancelled.

In order to exercise your right to cancel you must inform us of your decision by a clear statement to that effect (e.g. in a telephone call or in a letter sent by post, email or fax). You may if you wish use the attached cancellation form (Part B below), but you do not have to. You are, however, advised to obtain proof that you informed us. To meet the cancellation deadline you should inform us of your wish to cancel this Contract before the cancellation period has expired. You may contact us at the office used when entering into this Contract or using the address below.

8. Effects of Cancellation

If you cancel this Contract we will reimburse you all that you have paid to us, subject to certain possible deductions as set out below. To do this we will need a specific notice of cancellation from you before the cancellation period has expired. This will mean that we will stop performing any further chargeable Services covered by the Contract but you will still have to pay us for any work that we have done up to the point at which we received your cancellation notice as well as the cost of any non-refundable third party services or contracts entered into on your behalf (e.g. newspaper notices).

We will make the re-imbusement without undue delay and not later than 14 days after the cancellation notice has been received by the same means of payment used for the initial transaction and without you incurring any fees.



PART B - CANCELLATION NOTICE

Complete and detach the form ONLY IF YOU WISH TO CANCEL THIS CONTRACT

To: Welham Jones Funeral Directors, Great Dunton Farm, London Road, Dunton Green, Sevenoaks TN13 2TD

I hereby give notice that I wish to cancel the Contract for the funeral of/memorial to the late:

with you.

Signed (Client)

Date:

Print name:



PART C - REQUEST TO START WORK

To: Welham Jones Funeral Directors, Great Dunton Farm, London Road, Dunton Green, Sevenoaks TN13 2TD

I hereby ask you to start work on our Contract. I understand that I have the right to cancel this Contract, as described in Part A paragraph 7 (above), within the cancellation period, which ends 14 days after the date on which this form is signed. I also understand that, following any cancellation, I may have to pay certain costs or be reimbursed a lesser amount, as detailed in Part A, paragraph 8 (above).

Signed (Client)

Date:

Print name: