

TERMS OF BUSINESS AND DISCLOSURE OF INTEREST

OUR RESPONSIBILITIES

- 1.1 We shall use reasonable endeavours to provide the Services in accordance with these Terms and Conditions and all relevant laws, rules and regulations.
- 1.2 We will not undertake any Services that are in conflict with any law in force, any voluntary or mandatory code of practice, or Similar rules, regulations or codes.
- 1.3 We will make every reasonable effort to complete the Services on time and in accordance with the dates agreed with You in the Funeral Arrangements Form. However, We will not be held liable for any delays if the event is outside Our control as detailed in clause 8 (Force Majeure).
- 1.4 If We require information from You in order to provide the Services, We will inform You of this as soon as is reasonably possible.
- 1.5 Where information received from You in accordance with clause 1.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. Furthermore, where additional work is required from Us to correct or compensate for the mistake made as a result of delayed, incomplete or other incorrect information that You have provided to Us then We may charge you a reasonable additional sum for that work.

CHARGES

- 2.1 The Estimate contains an estimate of Our Charges, including all costs and Disbursements for the provision of the Services. Whilst We will make every effort to ensure the accuracy of the Estimate, you acknowledge that the Charges and Disbursements may be subject to alteration where circumstances occur outside of Our control and/ or Your requirements and instructions to Us change. In such circumstances, changes to the Estimate shall be confirmed in writing to You in advance of the date of the funeral. We may not know the amount of Disbursements in advance of preparing the Estimate, however, we will endeavour to give you a best estimate of such disbursements. We shall endeavour to update You with Disbursement charges as and when these become known to Us and the actual amount of the Disbursements will be detailed and shown in the final account to be provided in advance of the date of the funeral.
- 2.2 All payments are due in full 5 working days before the funeral, unless otherwise agreed in writing.
- 2.3 Payments can be made by Cash, Cheque or Bank transfer.
- 2.4 If you do not make payment to Us by the relevant due date for any undisputed invoice, We will charge you interest on the Overdue sum from the due date until payment of cleared fund is received at 4% per annum over the Bank of England base rate from time to time.
- 2.5 If You do not pay Us for the Services, we may suspend the provision of the Services not yet provided until you have paid all outstanding sums.
- 2.6 We reserve the right to carry out financial checks (including carrying out credit checks) on you at any time to ensure your ability for payment of the Charges and Disbursements. Depending on the outcome of the credit checks, we may request full or part payment in advance.
- 2.7 Notwithstanding any other provision of this clause 2, We hereby reserve the right to request at any time part or full payment of the Charges in advance from You.

CHANGING YOUR INSTRUCTIONS OR FUNERAL ARRANGEMENTS

- 3.1 If You wish to make any changes to the funeral arrangements as detailed in the Funeral Arrangements Form, We will require 2 Business Days written notice from You. We will use our reasonable endeavours to deliver the changes to the Services, however, We will have absolute discretion as to whether the changes You have requested to the funeral arrangements will be acceptable or achievable, for example (but not limited to) time constraints. If We accept Your request/s for a change to the Services originally requested, We shall notify You of any changes to the Estimate as a result of Your change in requirements and such additional charges shall become payable in accordance with clause 2.

CANCELLATION AND COOLING OFF PERIOD

- 4.1 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel these Terms and Conditions within 14 days from when it is signed by You ('Cooling Off Period'). By signing these Terms and Conditions You hereby expressly confirm that You agree to Us starting to provide the Services within the Cooling Off Period.
- 4.2 If you do wish to cancel these Terms and Conditions within the Cooling Off Period you must send or take a written notice of cancellation to Us at Cherish Funeral Directors Ltd, 2 Appledore Terrace, Walsall, WS5 3DU at any time within the Cooling Off Period. Such notice shall be deemed as having been served if the communication is sent to Us before the end of the Cooling Off Period.
- 4.3 You hereby acknowledge and agree that you expressly agree to Us commencing delivery of the Services within the Cooling off Period and where such cancellation notice is served under clause 4.2 You shall be liable to pay for all costs, charges and Disbursements which have been incurred by Us in providing the Services up until the date of cancellation.

TERMINATION AND CONSEQUENCES OF TERMINATION

- 5.1 Either Party may terminate these Terms and Conditions without notice in the following circumstances:
- 5.2 If We or You breach these Terms and Conditions in any way and fails to remedy that breach within 5 days of being asked to do so in writing;
- 5.3 There is a material or substantial breach by the Contractor of any of its obligations under these Terms and Conditions which is incapable of remedy .
- 5.4 If We or You fails to make a payment on time as required under clause 2 (Charges), this does not affect our right to charge interest on overdue sums as set out in clause 2.4; or
- 5.5 If We or You enters into liquidation, goes bankrupt or has an administrator or receiver appointed over their assets.
- 5.6 Upon termination of these Terms and Conditions in accordance with clause 5.1 above:
- 5.7 Any sum owing by either Party to the other under any provision of these Terms and Conditions shall become immediately due and payable;
- 5.8 Upon termination, subject otherwise provided in these Terms and Conditions and to any rights or obligation which accrued prior to termination, neither party shall have any further obligation to the other under these terms and conditions; and
- 5.9 Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach to these Terms and Conditions which exists at or before the date of termination

DISCLOSURE OF INTERESTS

Cherish Funeral Directors is an Independent run funeral directors, Registered Address—2 Appledore Terrace, Walsall, WS5 3DU

Companies House Number 11483672

We have no interest in comparison websites

Since opening in 2018 Cherish Funeral Directors Ltd has not made any material charitable donations or charitable donations over £250.00. No payment of gratuity has been given to a third party connected to the funeral sector.

