

Terms & Conditions

1. Need for detailing terms and conditions - Need for detailing terms and conditions. The Company's primary concern is to provide a high-quality service and as such it would not seek to enter into a long and unnecessarily detailed contract for service. It does however acknowledge that its areas of responsibility and obligations should be clearly defined in writing to its clients who should also be aware of the level of protection offered to them and of their obligations to the Company. Throughout these terms and conditions, the "Company" is Jackson & Browning Independent Funeral Services Ltd, or any subsidiary or trading name used by it.

2. The right to arrange the funeral - The Company has no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, being an executor of the estate, acting on the instructions of at least one of those individuals or, in the absence of any such individual, acting in their own capacity to facilitate the funeral ". Hereinafter called the "Client".

3. General observations - The Company employs highly qualified and experienced staff who will use their best professional skill to ensure that the requests of its client are honoured. During the initial planning the Company representative may not be aware of all the individual family circumstances and as these are disclosed it may transpire that certain request cannot be met. In these circumstances the Company will assist in making alternative arrangements, but it will not accept any liability for additional costs or losses that may arise as a result.

4. Changes to funeral timings - The dates and times for the funeral cannot be guaranteed until final bookings are made, and confirmation received from all third parties involved. On occasion, even after confirming details to its client, the Company is forced to make other minor changes to funeral arrangements and timings due to reasons beyond its control.

Timing is not therefore the essence of this contract. Where possible any changes are notified to the client in advance, but this is not always possible and the Company does not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure and in these circumstances the Company's charges remain payable in full. The Company always attempts to contact its client to agree any changes, but this is not always possible. If the Company cannot contact the client, it makes an assessment of the situation and acts in the manner that it believes is in the best interest of the client. It reserves the right to make additional charges for extra services provided. For example, if more flowers arrive at the funeral home than the hearse can accommodate an attempt is made to contact the client by telephone to ask for instructions regarding the provision of additional transport. If the call is not answered the Company may supply an additional vehicle for the flowers. In these circumstances the extra charges for any additional services are added to the final invoice.

Where for any reason the Company is unable to supply the coffin/casket ordered by the required time the Company notifies the client and offers alternatives, the price of the alternative selected by the client and not the price of the original selection is invoiced and payable. Some of the facilities offered are dependent upon the behaviour of animals such as horse drawn vehicles and dove releases and it must be understood that in certain circumstances these animals may be unable to perform the required duties due to ill health and weather conditions. Further some of the vehicles used are Victorian, vintage or classic and as such are prone to mechanical failure. The Company does not accept any liability should any of these events occur.

5. Clothing and personal effects - The Company transfers the deceased person to its premises in the clothing worn unless given instruction to the contrary. All underwear, socks and nightwear are, together with any soiled clothing, treated as waste and disposed of as appropriate. All other clothing excluding shoes (which are removed for cremation and sent for recycling unless specific instructions are received to the contrary) are removed and held for seven days, after which time (if they have not been collected) without further notice they are disposed of by any means the Company sees fit.

All valuables left with the deceased person at the time of collection are recorded and dealt with in accordance with the client's wish. When jewellery and/or other valuables are placed in the coffin and left in situ on/with the deceased person during visitations the Company is not responsible for its safekeeping and does not accept any liability in the event of loss or damage.

6. Size of the deceased person - The Company is, usually, unaware of the size of the deceased person at the time the funeral is being arranged. The prices quoted and availability of products and services are based on the assumption that the size of the deceased person falls below certain reasonable limits. Once known the Company takes account of the size of the deceased person (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each funeral home, for each hearse, for each grave and for each crematorium.

Its preferred method of movement on a funeral is to shoulder carry the coffin but as a responsible employer conforming to the Manual Handling Operations Regulations 1992 a risk assessment is carried out before each movement. Where this indicates there is or could be an unacceptable avoidable risk, the Company either moves the coffin on a wheeled bier or arranges for additional staff or both. Where the size exceeds any of the limits the Company may, at its absolute discretion, provide additional staff, transport and equipment, and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service and any additional costs involved in these changes will be shown on the Company's final invoice.

7. Right to Cancel the Contract. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 - This regulation gives a client signing a contract with a company in their home a right to cancel within a period of 14 days starting with day one being the date the client signs and acknowledges receipt of this agreement. The Company has extended this legal right to cancel the contract to all clients irrespective of where the contract is signed. If the client wishes to cancel this contract a cancellation notice needs to be sent within the 14-day cancellation period to Lee Jackson at Jackson & Browning Independent Funeral Service Ltd, 14a Market place, Faringdon, SN7 7HP.

8. Final dispersal of cremated remains - The Company will usually follow the specific instructions of the client regarding the cremated remains. An exception to this must be made when the applicant for cremation instructs the cremation authority to do something contrary to the instructions of the client.

In these situations, the crematorium must by statute follow the instructions of the applicant. Once the cremated remains are brought into the custody of the Company the instructions of the client will always be followed. The client will be contacted from time to time when cremated remains are stored in the Company columbarium. If cremated remains are still in the custody of the Company 10 years after the cremation and no instructions have been given for their final dispersal the Company will write to the last known address of the client stating that the cremated remains will be dispersed by scattering in a private woodland without a religious ceremony if further instructions are not received within three months of the date of the letter.

9. Third party supplies - The Company is only responsible for those parts of the funeral arrangement that it performs itself. The Company, as a matter of course, makes all other necessary arrangements with third parties on behalf of its clients (such as with Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and it does so as a declared agent.

Accordingly, the third parties involved (and not the Company) are responsible to the client for the provision of those services. In most cases the third parties charge the Company for their services and the Company charges its client for those services and shows these as disbursements on the final invoice. The charge by the Company to its clients will be the third party's normal gross price which will not necessarily be exactly the same as the suppliers' net rate payable by the Company. Some third-party suppliers offer to invoice the client directly for their services rather than invoicing the Company. When this option is available the Company usually selects it on the client's behalf.

In practice most crematoria ensure that every cremation takes place on the day the deceased person is received by them but there is no guarantee of this. The "Code of Practice for Cremation" states that the cremation must take place within 72 hours of receipt of the deceased person and clients are advised that certain crematoria follow this guidance rather than always cremating on the day received.

Some places of worship including cemetery and crematorium chapels are now restricted by fire regulations with regard to the number of people who may enter the building. The Company does not accept any liability if some mourners are declined entry to the building for the funeral service.

10. Unfair trading practices - The Company is aware of The Consumer Protection for Unfair Trading Practices 2008 and the 2014 Amendment and believes that neither the Company nor its representatives do anything that can be construed as an "aggressive selling practice" or can be seen as "exploiting a specific misfortune." If a client feels that any document published by the Company, or any representative of the Company is in contravention of these regulations the incident should be reported to one of the Company Directors immediately.

11. Data Protection and Personal Data - In this clause 11 the words "Data Protection Legislation and Personal Data" have the following meaning, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter:

a) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then

b) any successor legislation to the GDPR or the Data Protection Act 1998. "Personal Data" as set out in the data protection legislation, is any data which identifies a natural person (by way of example: name, address, phone number and so on) Please note personal data does not relate to the deceased person.

The Company is registered with the Information Commissioner's Office, therefore:

i) It is committed to complying with data protection legislation and ensuring its clients' personal data is protected, by adopting appropriate security, organisational and technical measures. If a client has a concern at any stage, concerned should be emailed to info@jacksonbrowningfunerals.co.uk

ii) If an enquiry form is submitted, the enquirers personal data will be processed and stored in accordance with the Company's data protection privacy and cookies policy.

iii) The Company will process and store client's personal data to perform its contract in accordance with data protection legislation and Company policy.

iv) By signing this agreement, the client gives consent to the Company to post details of the funeral on its website and on the Funeral Guide website. (If, however the client does not wish to give this consent then clause 4 overleaf should be deleted and the Company informed before signing)

v) The Company will keep details of the funerals it carries out indefinitely. It does this because it regularly receives queries several years after the funeral (for example seeking advice about where a person was buried or other similar information to assist in arranging another funeral) If a client does not want details of the funeral to be retained, then clause 5 overleaf should be deleted and the Company informed. (The right of deletion is subject to any statutory or other legal obligations the Company may have).

12. The final charges - The Company's final account for its services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third-party values will be their normal gross price if different to that estimated. Manual calculations are used to compile the estimate and where addition errors are found later the corrected total will be shown on the final invoice.

13. Advance payment of charges - The Company may require payment for some services in advance of the service date. If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and the Company may not provide those goods and services. The Company will only make a new arrangement to provide those goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

14. Payment of charges - The Company will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below.

Where the Company has made an estimate of the "anticipated DWP Social Fund payment" this is based on the information provided to it at that time which may be inaccurate or incomplete. The Company is not responsible for any difference between the actual and anticipated payment and when less is received than anticipated the client remains responsible for the shortfall.

15. Payment terms - Please pay special attention to these:

a) The Company may require payment for the total estimated cost of the direct cremation package, assistance when working without a funeral director, exhumation, and all children's funerals (including the disbursements for third party supplies) at the time of entering into the contract.

b) The Company retains the title for all goods, services and third-party supplies in relation to the specific contract until such time as it receives full payment for the final total amount invoiced.

c) The Company produces its final invoice as soon as reasonably practical after the provision of the service (usually seven days after the funeral). This details all applicable charges and disbursements (except those payable by a pre-payment fund) and records any payments already received and any loyalty or affinity discounts. The balance shown is due for immediate payment.

d) The Company acknowledges that a client may have made an application for a loan from

On our direct service we do require our professional fee and all third parties paid prior to the funeral taking place.

On our bespoke funeral we ask 50% of our professional fee and all third parties paid prior to the funeral taking place and we will invoice for the remaining balance 7 days after the service.

Cremated remains service we ask 50% of our professional fee and all third parties paid prior to the funeral taking place and we will invoice for the remaining balance 7 days after the service.

16. Overdue accounts - Payment is due in accordance with the Company payment terms. In the event that these terms are not met, and an amount is still outstanding on the first day of the calendar month following the calendar month after the calendar month in which the invoice is dated (for example on 1st March for an invoice dated 12th January) the Company will:

a) Add 1.5% to the outstanding balance and add a further 1.5% to any outstanding balance on the first day of each calendar month thereafter.

b) Hand the account to a collection agency or solicitor if, at its absolute discretion, it feels this is necessary and it will add all charges and fees to the outstanding balance.

c) Prepare the matter for court when, at its absolute discretion, it feels this is necessary and it will add all legal fees, court fees and associated charges to the outstanding balance.

17. Severability - The clauses and paragraphs of these terms and conditions are intended to be read and construed independent of each other. If any term, covenant, condition or provision is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is intended that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of terms and conditions will in no way be affected, impaired or invalidated as a result.

18. Complaint's procedure - The Company is a member of the SAIF The national Society of Allied and independent funeral directors and support the complaints and conciliation procedures of their Code of Practice and their Resolve service (copy supplied). However, nothing in this Contract impinges on the statutory rights under the Consumer Rights Act 2015 and other legislation. Those rights remain unaffected.

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