



## **TERMS AND CONDITIONS OF OUR SERVICE**

Below are the terms and conditions of our service, when you arrange a funeral with us you agree to our terms. Please ask us if you would like us to print and provide you with a copy.

## **THE RIGHT TO ARRANGE THE FUNERAL**

Hartys of Chester have no means of independently establishing who has the legal right to arrange a funeral. We will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, an executor of the estate or acting on the instructions of those persons or in the absence of the existence of any executor or family. Hartys of Chester reserve the right to postpone the funeral until legal advice is sought by the individuals in dispute.

## **CHANGES TO FUNERAL ARRANGEMENTS**

A situation may arise whereby it is necessary to make slight changes to the funeral arrangements, for reasons out of the control of Hartys of Chester. We reserve the right to make changes however we would be acting in the best interest of our client. These changes may include alterations to a route the hearse may take or timings. We do not take responsibility for any third-party supplier for example floral tributes arranged by the client. We will not incur costs in the event of a failure by a third-party supplier.

## **THIRD PARTY SUPPLIERS**

Hartys of Chester are only responsible for those parts of the funeral arrangements that we perform ourselves. Hartys of Chester as a matter of course, make all other necessary arrangements with third parties on behalf of our clients (such as with ministers, cemeteries, crematoria, organists etc.) and we do so as a declared agent. Accordingly the third parties involved (and not Hartys of Chester) are responsible to the client for the provision of those services. In most cases the third parties charge the Hartys of Chester for their services and we then charge our client for those services and these show as disbursements on the final funeral account.

## **RIGHTS TO CANCEL**

You have the right to cancel under the Consumer Contract Regulations, provided we have received written instruction of your intention to cancel within 14 days of your first contact with us. Should you wish to pursue cancellation please write to Hartys of Chester Family Funeral Directors, 14 Queens Park View, Handbridge, Chester CH4 7BU. There will be a charge for any services carried out within the 14 days, such as disbursement costs incurred. We would encourage you to speak with us if you do have any concerns.

## **CLOTHING AND PERSONAL ITEMS**

We always ensure that we make a record of items accompanying a deceased person when they come into our care. This does not include items of clothing. We will take our clients' instructions with regards to personal effects. We cannot take responsibility for other items placed into a coffin during chapel visits without us being made aware. We do not take responsibility for loss, theft or damage of any items.

## **SIZE OF DECEASED**

Hartys of Chester is unaware of the size of the deceased at the time of instruction. The estimate of costs provided to our client and availability of products and services is based on the assumption that the deceased is of standard size. Once known, we take account of the size of the deceased and carry out risk assessments. We prefer to carry the deceased on our shoulder during their final journey and we see it as an honour to be a pallbearer. As a responsible employer conforming to the Manual Handling Regulations 1992 a risk assessment is carried out and it may be necessary for the deceased to be conveyed on a wheel bier or for us to arrange for additional staff or both. Any additional costs involved in these changes are shown on the final funeral account.

## **PAYMENT TERMS**

Hartys of Chester will provide its client with an estimate of costs at the time of the funeral arrangement. A final account will be provided prior to the funeral taking place. Full payment is required 5 days before the funeral takes place. Hartys of Chester reserves the right to cancel the service if full payment is not received.

**FAMILY FUNERAL DIRECTORS**

14 QUEENS PARK VIEW - HANDBRIDGE CH4 7BU  
01244 421 214 HARTYSOFCHESTER.CO.UK



## OVERDUE ACCOUNTS

Payment is due in accordance with Hartys of Chester payment terms. In the event these terms are not met and an amount is still outstanding after the 28 days Hartys of Chester may:

- Pass the account to a collection agency or solicitor and add all charges and fees to the outstanding balance.
- Prepare the matter for court and add all legal fees, court fees, filing fees and associated charges to the outstanding balance.
- We reserve the right to apply interest of 5% to accounts that are outstanding for more than 28 days.

## 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.

## 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 will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Data Protection Act you have the right to know what data we hold on you and you can, by applying to us in writing and on payment of a fee, receive copies of that data. When you instruct us to look after arrangements and act on your behalf you are giving us permission to keep your details on record.

## CONTENT THAT YOU SUBMIT

Any photos or content that you submit to Hartys of Chester, you irrevocably grant Hartys of Chester worldwide, royalty free and non-exclusive licences.

## DONATIONS

Hartys of Chester accept no responsibility for any donations raised. These are the responsibility of the client.

## COMPLAINTS PROCEDURE

In the event of a complaint please raise this with Shannon Harty or Catherine Harty who would endeavour to resolve any concerns you may have.

**FAMILY FUNERAL DIRECTORS**

14 QUEENS PARK VIEW - HANDBRIDGE CH4 7BU  
01244 421 214 HARTYSOFCHESTER.CO.UK