

Arthur Jary & Sons Ltd.



Funeral directors & Memorial Specialists

Terms of business

We are members of the Society of Allied Independent Funeral Directors (SAIF) and subscribe to their current Code of Practice, a copy of which can be found on our website.

We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you at all times.

1. Estimate and expenses

The estimate we provide sets out the services that we agree to supply, as well as an indication of the charges likely to be incurred at that time. Whist we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges.

We may not know the amount of third party charges at the time of making the arrangements, but we give you a best estimate of such charges. The actual amount of the charges will be detailed and shown in the final account

If you amend your instruction to us we may need to make extra charges in accordance with these changes

2. Payment arrangements

The funeral account is due for settlement within thirty days of the invoice being sent, unless one of our services which requires payment is required before the funeral takes place.

Our standard funerals require all third party fees to be paid to us in clear funds no less than seven days before the funeral takes place, with the balance due within thirty days of the invoice being sent.

Our 'In House' and unattended cremations require payment in full before the cremation is booked.

If you fail to settle the invoice by the due date we may charge you interest at a rate of 4% above our banks base rate. This will be calculated on a daily basis from the date the invoice became overdue.

Please keep us informed of any problems you may encounter regarding payment of our invoice. Any debt recovery charges or legal action incurred by us to obtain payment from you will be added to the amount that you owe us.

3. General Data Protection Regulation

We will collect personal information about you, the decased and any other persons whom you supply details for. In order to allow us to fulfil the services agreed we will pass you details to appropriate third parties, such as clergy, cemetery officers etc.

We may contact you after the funeral to discuss wishes for cremated remains or our coffee mornings or carol services.

We treat all information confidentially and in line with UK Data Protection laws. We will never sell information collection to third parties for marketing purposes.



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4. Termination & Cooling Off Period

This agreement may be terminated, before the services are provided, by either party in writing. By us, if you fail to honour your obligations under these Terms, such as the payments of third party fees no less than seven days before the funeral takes place, or by you, communicating to us your termination and the reasons behind the requested termination. Depending on the reasons for termination, you may be asked to pay a reasonable amount based upon the work already carried out.

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 gives you the right to terminate the agreement in the cooling off period of 14 days. Depending on the reasons for termination, you may be asked to pay a reasonable amount based upon the work already carried out.

5. Health & Safety

We take the welfare of our staff very seriously. Under the Health & Safety At Work Act 1974 we have a duty of care to all our staff. This means that sometimes we need to convey the coffin into the church or chapel on a wheeled bier. There are many reasons for this. For example, the size or weight of the coffin or the locality of the church or chapel. The Funeral Director will ultimately be responsible for this decision. You may rest assured that we will always maintain the greatest dignity possible.

6. Standards of Service

The SAIF code of practice requires that we provide a high-quality service in all aspects. If you have any questions or concerns, please raise them in the first instance with a member of our staff, who will notify the Management team, who will talk to you about a resolution.

We cannot be responsible for the performance of all third parties which may include Crematoria, Councils, Grave Diggers, Ministers & Civil Celebrants, Florists, Printers, Newspapers, Hospitals, Doctors, Coroner & Registrar etc.

7. Agreements

Your continuing instructions will confirm your acceptance of these Terms of Business.

Your instructions will not create any right enforceable by any person not identified as our client.

8. Other matters

Any inappropriate items found in a coffin during our final closing procedure they will be removed and discretely disposed of

Any unclaimed items of clothes / effects will be discretely disposed of after 14 days. Valuables will be kept in our safe until claimed, which we will stay in touch about.

Instructions regarding cremated remains are to be issued by the Applicant for the cremation and remain their ownership unless otherwise agreed.