



# Terms and Conditions

*Governing the provision of direct cremation services*

## 1. Defined Terms and Basis of the Contract

### In these conditions:

**Cancellation Notice:** A formal notice to be acted within the 7-day cooling-off period, as drawn up in these Terms and Conditions, with the intention to discontinue any work that is associated within the agreed contract.

**Cremation Date:** The specific date on which the direct cremation will take place.

**Charges:** The contract price with New Forest Direct Cremations.

**Client:** The person engaging with New Forest Direct Cremations on the terms in the contract including, unless stated otherwise, the person's principals, agents, employees and sub-contractors, attorneys, executors or personal representatives.

**Collection Point:** The place notified to New Forest Direct Cremations as the residence from which the deceased is to be collected.

**Contract:** The contract between you the client and New Forest Direct Cremations.

**Deceased:** The body of the deceased.

**Transfer Date:** The specified date on which the deceased is to be transferred to New Forest Direct Cremations.

**Full Payment:** The full payment is required prior to the direct cremation taking place, as set out in the confirmation of direct cremation document.

**Destination:** The place to which the client has requested New Forest Direct Cremations to take the deceased.

**Director:** A member of the board of directors of New Forest Direct Cremations.

**Final Account:** Refers to the invoice containing all fees and disbursements accrued in the provision of our services to you.

**In Transit:** Beginning with collection of the deceased from the place of death and finishing with transferring the deceased to New Forest Direct Cremations Ltd (registered number 17156064).

**1.2** The contract shall be entered into between New Forest Direct Cremations and the client by the client requesting, whether electronically or in writing that New Forest Direct Cremations perform the activities of funeral undertakers in relation to the deceased. No verbal variation of the terms of the contract shall be effective. By entering the contract, the client agrees that these conditions apply to the exclusion of and in the place of any terms proposed or put forward by the client and shall only be capable of variation by a written amendment to them, signed by a Director of New Forest Direct Cremations. No verbal warranties, representations, agreements or assurances will bind New Forest Direct Cremations, other than which were provided for in this contract or by law.

**1.3** Subject to the terms of the contract and in consideration of the payment of New Forest Direct Cremations, charges and of any other monies which may become due under the contract, New Forest Direct Cremations shall perform the activities of funeral undertakers in relation to the deceased which shall include transferring the deceased from the point of collection to the destination of New Forest Direct Cremations (at a time, if achievable requested by the client). New Forest Direct Cremations shall use all reasonable expertise and care when performing its obligations under the contract.



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**1.4** In these conditions except where the context otherwise required, the singular shall include the plural and vice versa; any reference to a gender shall include all the other genders; words denoting persons including bodies corporate and unincorporated associations and partnerships and vice versa.

## 2. Control of Procedure

**2.1** New Forest Direct Cremations shall have absolute discretion as to the means, route and procedure to be followed in the handling and carriage of the deceased while in transit.

## 3. New Forest Direct Cremations Charges

**3.1** New Forest Direct Cremations charges are in respect of its services as funeral undertakers only and the client acknowledges that all other necessary arrangements with third parties (such as with crematoria) will be made by New Forest Direct Cremations acting exclusively as agent for the client. The client acknowledges that they shall be responsible for any third-party charges; New Forest Direct Cremations undertakes to disburse third party charges on behalf of the client and will recover these disbursements from the client.

**3.2** New Forest Direct Cremations full charges are payable by the client prior to the direct cremation taking place.

**3.4** In addition to the above, New Forest Direct Cremations may pass on to the client the cost of any third-party charges or fees (such as but not limited to court and solicitor's fees) that it has incurred in the collection of a debt.

**3.5** By issuing instructions to New Forest Direct Cremations, you assume sole responsibility for the full payment of all fees and disbursements incurred to New Forest Direct Cremations, without any set off or deduction.

**3.6** New Forest Direct Cremations retains the right to utilise funds held on account to offset any outstanding debts or amounts owed.

**3.7** The client remains liable to New Forest Direct Cremations until payment of the final account is received by us in cleared funds.

## 4. Indemnity

**4.1** The client indemnifies New Forest Direct Cremations in full and holds New Forest Direct Cremations harmless from all expenses and liabilities they may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the client of any of their obligations under these conditions. The client is liable to New Forest Direct Cremations for losses New Forest Direct Cremations incurs because the client does not comply with these conditions. If New Forest Direct Cremations instructs debt collection agents, they may also recover from the client the fees they incur. Further details regarding these fees are available on request. New Forest Direct Cremations may claim those losses from the client at any time and, if New Forest Direct Cremations must take legal action, they will ask the court to make the client pay their legal costs.

## 5. Cancellation Notice

**5.1** While we endeavour to deliver a prompt and an excellent level of service, there may be circumstances beyond New Forest Direct Cremations' control that prevent us from fulfilling our obligations on the specified ceremony date.



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### In such cases:

- a. We will contact the client in advance (or as soon as possible) and propose alternative arrangements.
- b. If the alternative arrangements fail to meet the client's satisfaction and New Forest Direct Cremations are unable to offer any other suitable arrangements, New Forest Direct Cremations will reimburse the client within 21 days of the direct cremation date for any advance payment, or pre-payment made, excluding disbursements and fees incurred.
- c. These terms and conditions serve as a supplement to the estimate, further clarifying the rights and obligations of both parties.

## 6. Cooling-Off Period

**6.1** The client acknowledges and agrees that a cooling-off period of 7 days shall apply to any contract or agreement entered with New Forest Direct Cremations for the funeral services provided.

**6.2** To exercise the right to cancel within the cooling-off period, the client must provide a written cancellation to New Forest Direct Cremations. The cancellation notice should clearly state the intent to cancel and include the client's name, contact information, and details of the contract or agreement being cancelled.

**6.3** The written cancellation notice should be sent to New Forest Direct Cremations via email to the designated contact person, as provided by New Forest Direct Cremations.

**6.4** Upon receipt of the cancellation notice within the cooling-off period, New Forest Direct Cremations shall promptly confirm the cancellation in writing to the client, acknowledging the cancellation and confirming that no further obligations or charges will apply.

**6.5** If any payments have been made by the client to New Forest Direct Cremations prior to the cancellation, New Forest Direct Cremations shall refund the full amount within 14 days of receiving the cancellation notice. The refund shall be processed using the same payment method used by the client for the original transaction, unless agreed otherwise by both parties.

**6.6** If the client chooses to request the immediate commencement of services, the client retains the right to cancel; however, the client will be responsible for compensating New Forest Direct Cremations for the value of the services rendered up until the cancellation point.

**6.7** If the services are fully provided within the 7-day period with your agreement, your right to cancel shall be forfeited.

**6.8** The cooling-off period is not applicable to services delivered under the urgent timescale.

**6.9** In the event of any dispute or disagreement regarding the cancellation or application of the cooling-off period, both parties agree to make reasonable efforts to resolve the matter amicably through negotiation and, if necessary, seek mediation or other alternative dispute resolution methods before pursuing legal action.

## 7. Termination of Contract

**7.1** This agreement may be terminated before the services are delivered:

- (1) by New Forest Direct Cremations if the client fails to honour their obligations under these Terms and Conditions; or
- (2) by the client communicating to New Forest Direct Cremations in writing, terminating their instructions.

**7.2** If New Forest Direct Cremations or the client terminates the instructions, the client may be asked to pay a reasonable amount based upon the work carried out up to when their termination is received.



## 8. VAT

**8.1** All fees, charges, and disbursements will be subject to VAT in compliance with VAT regulations, or they may be exempt from VAT as per the applicable provisions. If VAT is chargeable, New Forest Direct Cremations will provide a VAT invoice.

## 9. Limitation of Liability

**9.1** The deceased together with any jewellery or personal effects forming part of the deceased's estate shall be carried at the client's sole risk in all respects, subject to clause 10.6.

**9.2** Subject to clause 5.1 and the limits on its liability in clauses 9.3, 9.4 and 9.6, New Forest Direct Cremations shall only be liable to the client where it causes by its negligence or wilful misconduct delay in the delivery of the deceased to the destination.

**9.3** New Forest Direct Cremations shall not be liable to the client or be deemed to be in breach of the Contract for any reason if the breach of contract was due to any cause beyond New Forest Direct Cremations' reasonable control. The following events shall be regarded as examples of causes beyond New Forest Direct Cremations' reasonable control but shall not act to limit the general nature of this clause: Act of God, explosion, flood, tempest, fire, accident, civil disturbance, Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, or motor vehicle breakdown for whatever reason.

**9.4** New Forest Direct Cremations shall in no circumstances be liable to the client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

**9.5** Subject as expressly provided in this contract and except where the supply of the service is to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions, representations, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**9.6** The maximum aggregate liability of New Forest Direct Cremations to the client, for any sentimental or direct loss arising out of one or a series of linked events or omissions; and more specifically the loss or destruction of any of the jewellery or personal effects forming part of the deceased's estate shall be limited to the value of New Forest Direct Cremations.

## 10. Client's Warranties and Indemnities

**10.1** The client warrants the accuracy of all descriptions, addresses and other particulars furnished to New Forest Direct Cremations and the client undertakes to indemnify New Forest Direct Cremations against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the client.

**10.2** The client undertakes to indemnify New Forest Direct Cremations against the claims of any third party which may arise out of the loss, damage or distribution of any of the jewellery or personal effects forming part of the deceased's estate.

## 11. Collection of Ashes



## New Forest Direct Cremations

**11.1** The client arranges for New Forest Direct Cremations to deliver the ashes of the deceased within 90 days following the cremation unless formal instructions have been agreed for burial, scattering or other disposition.

**11.2** The client undertakes to indemnify New Forest Direct Cremations against any claims of any third party which may arise out of the disposal of the ashes as contemplated in this clause.

## **12. Insolvency of the Deceased's Estate and Payment of Charges**

**12.1** In the event of the insolvency of the deceased's estate the client undertakes to bind himself in his personal capacity as co-principal debtor in respect of any debt arising from this contract which may be due and owing by the deceased's estate to New Forest Direct Cremations.

## **13. Complaints, Governing Law and Jurisdiction**

**13.1** The contract shall be governed by the laws of England including information and interpretation and shall be deemed to have been made in England.

**13.2** Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England.

**13.3** The submission of the parties to such jurisdiction shall not limit the right of New Forest Direct Cremations to commence any proceedings arising out of the contract in any other jurisdiction it may consider appropriate.

**13.4** Any complaint against the company for whatever reason or purpose and against any individual associated with the company must be made via email: [info@nfd-cremations.co.uk](mailto:info@nfd-cremations.co.uk). Any complaint should be made as promptly as is reasonably possible in the circumstances to enable New Forest Direct Cremations to consider all matters.

## **14. Severability**

**14.1** Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this agreement shall continue in full force and effect.

*New Forest Direct Cremations Ltd • Registered in England & Wales • No. 17156064*