



TERMS & CONDITIONS

Instructor Contractual Acceptance

© Kane Family Funerals Ltd.

A copy of this form of Contract is provided within the Family Information folder that we will leave with you.

The family representative agrees by signature at the arrangement stage to the terms and conditions outlined in respect of the contract to purchase funeral services, provide a confirmation deposit where applicable four working days prior to the funeral date and pay the final invoice within the terms outlined within this contract. You have a right to cancel this agreement within seven days, and should such a circumstance arise, all costs incurred up to that point will become immediately due and payable.

Wording of Notices

I accept the arrangement instructions that I have made and reviewed, inclusive of any wording of agreed obituary and acknowledgement notices, as a correct record of our discussion.

Items/original clothing/valuables

I give my permission for the items listed that I have entrusted to Kane Family Funerals Ltd. to be used as instructed and returned to me as indicated. I am aware that some items of clothing that my loved one may be wearing may be pre-disposed of by the hospitals or by Kane Family Funerals Ltd. for hygiene reasons, but all valuables listed as within my loved one's possession as they enter the care of Kane Family Funerals Ltd. will be utilised or returned to me as I have instructed.

Professional Embalming and preparation explained

I have read and understand the following:

All loved ones in our care are cleansed on arrival and last offices carried out. (Laying out procedures). Embalming is necessary if family members wish to visit their loved one or wish then to wear their own clothes. This is then required to stabilise and for health and safety reasons where there is loss of body fluids, where there is rapid decomposition brought about by illness or where a post mortem has been carried out. It is not allowed in the case of Woodland Burial when viewing should be as soon as possible if required, or where the cause of death is from Covid 19, in which case viewing is not permitted.

Professional embalming and restoration provides comfort to your family by restoring the dignity your loved one deserves in a clean, respectful and gentle manner, permitting the time needed to make informed decisions, gather family together and help come to terms with the loss by having time to say farewell; to safely touch and hold a hand in a private environment.

It is our honour and aim to ensure you and your family members a pleasant experience and positive lasting memory of your loved one.

If it is your wish that your loved one is not to be embalmed, please tell your funeral director straight away, but understand that in some circumstances it may not be advisable for you to visit your loved one. We will always discuss and assist you regarding your wishes and needs.

Charitable Donations

I have read and understand the following:

All Charitable Donations are collected during the Pandemic online via a Tribute web page dedicated to your loved one. No cash donations, cheques or donations of any kind are accepted by the Funeral Director, although friends may send donations directly to the nominated charity if they do not wish to use the web page.

The web page link will be emailed to the family representative and the page will remain yours for as long as you wish to use it – for anniversaries etc. It is an area where friends and family may post memories, pay tribute, load photos, light a virtual candle etc. We subscribe to the site so that you might enjoy use of a free page.

Cremated Remains – Collection & Retention

I have read and understand the following :

Where you have requested that we collect Cremated Remains, we will do so as soon as is practicable. During the pandemic, we have to apply for a collection slot in order to distance different companies from each other. We will retain these for you within our secure store for up to 6 months at no cost.

We will not contact you regarding collection, as we are only too aware that you may not be ready to do this.

Please contact us when you feel ready, giving us time to prepare a collection form for you to sign.

After six months, we will move the remains to our off-site store for which there is a charge of £25 per annum and we will then write to the family instructor to ask if you wish to take up this extended storage or if you wish to collect from us.

Protecting your Privacy

I have read and understand the following:

It is necessary in order for us to arrange the funeral for you, that we process and retain some data about you, your loved one and your family members.

This data includes but is not limited to:

- Your loved one's name, former address, date of birth and death, age, religious preference.

- Your (the instructor's) name, address, contact numbers, email address, relationship to your loved one
- Your close family members names and relationship to your loved one (for the obituary notice and to inform any form of service words)
- Where you have opted for printed materials, the scanning of any family photographs that you agree we use, and the enlargement of such agreed photos within the viewing room and publishing of such agreed photos within the Order of Service

Personal Data will be retained as follows:

- Name, contact and address details and contractual and payment details will be retained securely in paper format for up to 10 years.
- Scanned photos will be deleted after 3 months and all enlargements and originals will be returned to you just before or on the day of the funeral.

Third Parties – Sharing of Information

We will pass minimum information to third parties to whom funeral work is contracted – E.g. Florists, Ministers and the acting Council in charge of the Cremation or Burial – but only for the purpose of fulfilling the funeral. Any later request for information from third parties will be subject to your permission and in the event that any request is made by a third party for information, we will not release such information without your permission unless we are subject to an injunction by a Court of Law.

Contacting you after the Funeral

We will only contact you for essential follow-up purposes such as agreeing final payment, providing receipts, passing on thank you letters from Charities, or offering you an extended period of retention of Cremated Remains.

We will not directly market our ongoing services to you by telephone, email or post UNLESS you have requested that we do so E.g. as regards our memorial events.

YOUR AGREEMENT TO BE INVITED TO OUR MEMORIAL EVENTS

I would welcome an invitation for me and my family to place Stars on the trees purchased in memory of my loved one and available for me to visit in December

Please Delete as applicable	YES	NO
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I would welcome an invitation for me and my family to attend the tress planting of the Memorial Trees in the autumn after the end of this year

Please Delete as applicable	YES	NO
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YOUR AGREEMENT TO A COPY OF YOUR ORDER OF SERVICE APPEARING IN OUR PORTFOLIO FOR OTHER FAMILIES TO SEE

Sometimes it is helpful to other families to see an example of a designed Order of Service and if you agree to us retaining a printed copy of your Order of Service for this purpose, please indicate this below.

I am happy for Kane Family Funerals to retain a printed copy of the Order of service for my loved one, to show as an example to other families when they are planning a funeral.

Please Delete as applicable	YES	NO
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Specific Permission regarding any Photography or Videography you may have requested

I understand that any recording or photography of the funeral that I may have requested will be supplied to me and to my family and will not be published anywhere else, and that my permission would be separately sought in writing should Kane Family Funerals wish to use an image or part of an image from such footing for marketing purposes.

I understand that the ways in which Kane Family Funerals protect my privacy is outlined in their Privacy Policy and I may view this on their website or may request a hard copy.

Wakes and arrangements made on your instruction.

Although Kane Family Funerals are able to offer you a list of venues recently satisfactorily used by our clients, you are strongly advised to view online reviews, visit the proposed venue and to make your decision based on your findings. Kane Family Funerals has no jurisdiction over the performance or standards of catering venues and therefore will not actively recommend or influence your decision. We will upon your instructions make arrangements for you to ease you of that burden, once you have made your decision. Payment for wakes is requested in full in advance where the arrangements are made by ourselves on your behalf.

Financial Agreement

(Funeral Director to delete sections that are not applicable)

Funeral Estimate

I am aware of a verbal total estimated funeral cost for my instructions as outlined in this document and understand that a detailed written Estimate will be made available to me within 48 hours of the initial Arrangement Meeting.

Funeral Deposit

I understand that the deposit sum (plus any additional options inclusive of flowers that I have authorised to be added to the type of funeral chosen) is required to be paid in full no later than four working days before the funeral date at which point in time the funeral date will be finally confirmed with the third party local councils/woodland burial grounds.

The deposit will include all third party fees - Cremation, Burial, Medical Referees, Choice of Coffin, Newspaper Notice, Floral Tributes, Minister or Officiant, Organist, Wake plus any additional third party items such as Horse Drawn Hearse and also where a claim is being made to the DWP, will include any items added to our reduced funeral, such as Limousines, Embalming etc. This is due to the fact that the DWP will only award a payment towards essential items.

Methods of Settlement

Final Invoice – Balance Settlement after the Funeral, following Deposit Payment

I understand that should I opt to settle via an advance deposit followed by a final invoice, the final invoice for the outstanding balance will be issued 1-2 days following the funeral and that full and final maximum settlement terms are 7 working days following the funeral date.

Final Invoice – Full Settlement following the Funeral where Deposit is waived

I understand that where payment is fully guaranteed within the bank account associated with the Estate, or by a pre-paid Funeral Plan or insurance cover, Kane Family Funerals will, given sight of acceptable evidence, waive the deposit, to allow me to make a single transaction payment in settlement. However, prompt settlement is required in this case and the full and final settlement terms where a deposit is not requested are normally a maximum of 7 working days following the funeral date. In cases of insurance cover where process can take a little longer, we will allow for that, with no late payment fees added, but we will not allow for solicitor's or banker's protracted timescales and to avoid late payment charges, do expect each family to insist that their solicitor settles this priority payment within the terms.

Final Invoice – Advance Settlement

I understand that should I opt to settle the funeral invoice in full prior to the funeral date, a separate deposit payment will not be required and Kane Family Funerals Ltd will deduct

£100 from the total invoice amount in thanks for such prompt settlement. Such settlement must be in cleared funds to qualify i.e. uncleared cheques do not qualify as advance payment.

Final Invoice – Settlement where a Claim for a Funeral benefit is made

I understand that where funds are not guaranteed (i.e. in cases of application to the DWP for a funeral benefit payment), that regardless of how long my claim process may take, I am, (or my guarantor is) fully responsible for the prompt and final settlement of the funeral account within a maximum of 7 working days of the funeral date.

Social Fund claims – additional notes:

Where a social fund claim is made, Kane Family Funerals Ltd will only take on the risk of the funeral providing that we see:

- Written evidence of receipt of a qualifying benefit
- Evidence of prompt and full completion of claim forms/telephone claims
- Evidence of provision of supporting evidence for the claim form
- Signature of a family guarantor who accepts responsibility to settle the outstanding debt within the terms following receipt of the invoice.

In addition Kane Family Funerals will require receipt of the full deposit requested plus any additional items requested, four working days before the funeral in order for the funeral to be confirmed.

The client must agree to keep Kane Family Funerals Ltd informed of progress of the claim. When the claim is made either by telephone or paper the method of payment requested must be directly to Kane Family Funerals Ltd.

Kane Family Funerals Ltd will issue a final account as soon as all costs are known. This must be sent to the Social Fund immediately.

Methods of Payment

Payment may be made in cash or by bank transfer (the most direct and popular method), or by debit or credit card. We accept cheques, but please be aware that transfer of funds may take up to 6 or 7 days and this is therefore the slowest method of settling accounts.

Late payments

Where payment is in default of the agreed settlement date one initial communication will be made, after which the debt will be referred to either a collection agency or to the courts. This action will be confirmed by letter.

All costs incurred will be met by the client and added to the account, along with a late payment fee and interest at the prevailing rate.

Over-running Funeral Time

Should funerals overrun within Crematoria Chapels OR at the Graveside, **Bradford Council have considered the re-introduction of fines of £160 for the first 5 minutes or part, and £160 in addition for every 5 minutes thereafter.** Should this be introduced, the fine will be passed on to the family to pay in all cases where the delay is caused by family and friends lingering longer than advised at any point within the schedule. The maximum time at the Crematorium or Graveside is a strict 30 minutes. We ask for your understanding and

consideration of following funerals, should you opt to hold a service at the Crematorium. Of course, you may relax with a full and gentler service either in Church or in our private service chapel as an alternative to the Crematorium, and simply use the Crematorium for the brief Committal Service – or even opt, as more people now do, for a direct Cremation after a full service within our facilities.

Family Instructor’s Acceptance of this Contract

I understand that subject to requirements outside the control of Kane Family Funerals Ltd., these instructions will be carried out as specified & I shall be immediately notified and consulted regarding any changes that arise outside those controls.

I, the undersigned, take responsibility for the financial settlement of both the required Funeral Deposit and the settlement Funeral Invoice for the late and I agree to settle this sum in full within a maximum of 7 working days following the funeral date, or in cases where guaranteed funds are available via insurance or pre-paid funeral plan, as soon as is agreed with Kane Family Funerals Ltd. and in line with the timescale of the insurer.

I further understand that Bradford Council may re-introduce a fine system of £160 for every 5 minutes that a funeral overruns the allotted time on their premises or grounds of 30 minutes and I understand that this fine is outside the remit of Kane Family Funerals Ltd and will be passed to me should such delays be caused by family or friends and not by the funeral schedule itself.

Family Instructor Signature.....Date.....

Name in block Capitals

Financial Guarantor Agreement (where applicable for DWP Claimants)

I understand that subject to requirements outside the control of Kane Family Funerals Ltd., these instructions will be carried out as specified & the family Instructor shall be immediately notified and consulted regarding any changes that arise outside those controls.

I, the undersigned, take responsibility as Guarantor for the financial settlement of the: Funeral of the lateand I agree to settle: (delete as applicable)

- the deposit 4 working days prior to the funeral date
- the final invoice in full within 7 working days following the funeral date.

I understand that should I fail to do so, I shall be personally responsible for any debt referral that will ensue should this payment not be made within the terms outlined.

I also understand that my remuneration from the family of the deceased is a private matter between myself and the family and that Kane Family Funerals will communicate only with the funeral arranger regarding the funeral and its payment.

Signature.....

Full Name in Capital Letters.....

Address.....

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Contact Number(s).....