# MORRIS BROTHERS (TAVISTOCK) LTD

The Old Bedford Foundry, Lakeside, Tavistock PL19 0AZ Telephone 01822 612023

## **TERMS & CONDITIONS**

We are a member of the National Association of Funeral Directors & the National Society of Allied & Independent Funeral Directors and subscribe to their current Codes of Practice. We aim to act in a professional manner and provide you with a courteous, sensitive and dignified service.

### **Estimate and Expenses**

The estimate you have been provided with sets out the services that we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. Whilst 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 in advance of the funeral; however, we will give a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account. If you amend your instructions we will charge the necessary additional charges in the final account.

### **Payment Arrangements**

The Funeral Account is due for payment upon receipt. With your instructions given to Morris Bros, you are liable for the Funeral Account regardless of a case where the deceased themselves may have no funds. If the deceased is with funds, the Funeral Account is the only account that can be settled by these funds before Probate is obtained. Therefore you can take the Funeral Account to the relevant bank or building society and request that they make immediate payment. Likewise, if our account is sent to a Solicitor, they will be able to instruct the bank to pay. If payment is not forthcoming within 28 days we will charge interest at 8% above the Bank of England base rate and calculate this on a daily basis. It is the policy of Morris Bros to release cremated remains on receipt of full payment.

### **Embalming Treatment**

Embalming is a process which slows down the natural biological processes and achieves temporary preservation using the circulatory system to distribute a solution of an organic preservative. Seeing a person again after they have died is very important. Embalming will restore a peaceful pose, delay the process of nature and minimise the possibility of infection passing to the family and our staff. This depends upon the condition of the individual concerned and the circumstances of viewing. Very occasionally, viewing will not be recommended because of an infectious disease or the time that has elapsed between the death itself and our opportunity to preserve the body.

### Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms. This means you are liable to us for any losses we incur because you do not comply with these terms. For example if we instruct debt collection agents or the County Court we may recover from you the fees and legal costs that we incur. We may claim those losses from you at any time after the 28 day payment period.

#### **Termination**

The agreement may be terminated before the services are delivered 1) by us if you fail to honour your obligations under these Terms and 2) by you communicating to us in writing, terminating your instructions. If we or you terminate the instructions you may be asked to pay a reasonable amount based upon the work carried out to the time the written termination is received.

### **Donations**

Donations received to the office are recorded as follows; name of the deceased, charity or beneficiary, amount received, how the donations were received i.e. cash/cheque and who the donor is. The donor will be given a receipt if they attend in person. For donations collected at a funeral service, our procedure is to collect donations in a locked box, the donations from the funeral service shall be taken back to our premises in the locked box where the donations are then counted by two members of staff.

Morris Brothers hold a Charity bank account in which to deposit all monies collected from donations. Approximately six weeks after the funeral date, we will total the donations received and write you with any details of donators along with the total collected. On the same day, the donations will be sent by cheque to the Charity.

### Jewellery & Personal Affects

Any jewellery & personal affects accompanying the deceased are logged into a register. You will be asked for your instructions regarding items. Where items are to be removed, your signature for receipt will be required and where items are to remain with the deceased, again your signature will be required for this instruction. Some items may not be suitable for cremation but you will be advised of this if necessary.

### Complaints / Standards of Service

If you have any questions or concerns about the service we provide to you, please raise them with the Managing Director of Morris Bros (Tavistock) Ltd, Mr Simon Luke. Upon receipt of a written complaint, a full investigation of the complaint will be carried out by the Directors of Morris Bros and that it is expected to give a full written response within 21 working days. If by the nature of the complaint, the timescale is unachievable then a written update will be sent to the Client within 21 working days and again where necessary until the formal response is prepared.

Where a complaint is not resolved to the Clients satisfaction, the Client will be informed of their rights to take the complaint further to the NAFD Resolve service and will be given the necessary guidance leaflet or link regarding this.