

Terms and Conditions

Wyatt Brothers Funeral Directors Ltd

Registered Company Number: 11032283

5-7 Durnford Street, Stonehouse, Plymouth, Devon, PL1 3QJ

Introduction

Wyatt Brothers Funeral Directors Ltd is committed to providing families with compassionate support and guidance through the difficult time of bereavement. Our terms and conditions outline the agreement between Wyatt Brothers Funeral Directors Ltd and the client regarding our services provided.

Services Provided

Our professional services encompass comprehensive planning and execution of the funeral, including but not limited to, the provision of advice and assistance regarding all aspects of the funeral, preparation and submission of necessary documentation, care of the deceased, use of our Chapel of Rest, the provision of motor hearse, funeral director, and all necessary personnel.

Payment Terms

- **Deposit Requirement:** A deposit equating to 50% of the total funeral invoice is required. This deposit must be received by Wyatt Brothers Funeral Directors Ltd at least 48 hours prior to the funeral service.
- **Invoice Payment:** Clients are kindly asked to settle their invoice within 14 days from the invoice date unless an alternative arrangement has been previously agreed upon with your funeral director. We reserve the right to impose an interest charge of 2% per calendar month on any account that remains outstanding beyond this period.
- **Payment Methods:** Payments can be made by card (debit or credit), cash, via cheque, or by BACS transfer, all payable to Wyatt Brothers Funeral Directors Ltd. If the account is being managed by a bank or solicitor, please inform us at your earliest convenience to ensure seamless processing.

Cancellation Policy

Clients have the right to cancel the funeral arrangements. Notice of cancellation must be provided in writing. If cancellation occurs within 14 days of the agreement, any deposit paid may be subject to partial or full refund depending on the costs already incurred by Wyatt Brothers Funeral Directors Ltd on behalf of the client. Services commenced prior to cancellation notice will be charged accordingly.

Disbursements

Disbursements are payments that we make on behalf of our clients for third-party services related to the funeral. These can include fees payable to doctors, ministers or celebrants, crematoriums, or cemeteries, and are additional to our service charges. We will provide an estimate of these external fees, which will be included in the initial cost estimate of the funeral service.

Confidentiality Agreement

We are committed to maintaining the confidentiality of all personal information entrusted to us, except as required by law or as necessary to provide the contracted funeral services. All employees and contractors of Wyatt Brothers Funeral Directors Ltd are bound by confidentiality agreements to ensure the privacy and security of your information.

Changes to Services

Should the client wish to make changes to the agreed funeral services, they must notify Wyatt Brothers Funeral Directors Ltd as soon as possible. Adjustments to services may result in changes to the final invoice, depending on the nature of the changes requested.

Complaints and Disputes

In the unfortunate event you have a complaint, we strongly encourage you to refer to our complaints procedure, which is detailed on our website at www.wyattbrothers.co.uk. Alternatively, you can contact us directly to request a copy of the complaints procedure.

It's important to note that we only accept complaints exclusively from the client – the individual who organised the funeral and entered into a contractual agreement with Wyatt Brothers Funeral Directors Ltd. Our goal is to resolve any issues promptly and amicably, ensuring our service meets the needs and expectations of the families we serve.

GDPR Compliance

At Wyatt Brothers Funeral Directors Ltd, we are fully committed to the protection and privacy of personal data in accordance with the General Data Protection Regulation (GDPR). We ensure strict adherence to GDPR principles, guaranteeing that all personal information is processed lawfully, fairly, and in a transparent manner. In compliance with GDPR and other relevant legislation, personal data collected by Wyatt Brothers Funeral Directors Ltd will be retained only for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

Force Majeure

Wyatt Brothers Funeral Directors Ltd shall not be held liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, and any other event beyond the control of Wyatt Brothers Funeral Directors Ltd.

Indemnification

The client agrees to indemnify and hold harmless Wyatt Brothers Funeral Directors Ltd, its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the services provided under this agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the client or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Limitation of Liability

In no event shall Wyatt Brothers Funeral Directors Ltd be liable to the client or any third party for any indirect, special, incidental, punitive, or consequential damages arising out of or related to the provision of funeral services under this agreement, including but not limited to loss of revenue or anticipated profits or lost business, costs of delay, personal or property damage, or liabilities to third parties arising from any source, even if Wyatt Brothers Funeral Directors Ltd has been advised of the possibility of such damages.

Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales in the United Kingdom. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales in the United Kingdom.

Acknowledgement of Understanding

By engaging the services of Wyatt Brothers Funeral Directors Ltd, the client confirms that they have read, understood, and agreed to be bound by these terms and conditions. The client acknowledges that these terms and conditions encompass the entire agreement between the client and Wyatt Brothers Funeral Directors Ltd regarding the provision of funeral services. These terms are subject to change without prior notice, and any modifications will be communicated to the client as applicable.