

# THORNHILL FUNERAL SERVICES

## TERMS OF BUSINESS

**Price lists** are readily available and a written estimate of all charges will be produced and agreed by Thornhill Funeral Services (Thornhill FS) and the Client and the relevant terms and conditions of payment will be detailed therein.

**The final charges.** Thornhill FS final account for its services may vary from the estimate as it will include the charges for any additional goods and services subsequently ordered and the third party values will be their normal gross price if different to that estimated. Manual calculations are used to compile the estimate and where addition errors are found later the corrected total will be shown on the final invoice

**Advance payment of charges.** Thornhill FS may require payment for some services in advance of the service date. If a client fails to make payment by the required date the contract for the provision of those services will be deemed to be breached and Thornhill FS may not provide those goods and services. Thornhill FS will only make a new arrangement to provide those goods and services when full payment for those services (together with any penalties or cancellation fees) has been received.

**Payment of charges.** Thornhill FS will forward its final invoice to another person when so instructed by the client. The client is however personally liable for making payment in full of all Thornhill FS charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to Thornhill FS until full payment is received by it. The client also remains liable for any outstanding balance due to Thornhill FS which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below.

**DWP.** Where Thornhill FS has made an estimate of the "anticipated DWP Social Fund payment" this is on the basis of the information provided to it at that time which may be inaccurate or incomplete. Thornhill FS is not responsible for any difference between the actual and anticipated payment and when less is received than anticipated the client remains responsible for the shortfall.

**Payment terms.** Please pay special attention to these.

- a) Thornhill FS will require payment for the total estimated cost of the direct cremation, unattended funeral, assistance when working without a funeral director, exhumation, and all children's funerals not covered by the Children's Funeral Fund (CFF) (including those disbursements for third party supplies not covered by the CFF) at the time of entering into the contract.
- b) Thornhill FS will (in appropriate circumstances) make commitments to third parties to a maximum disbursement total of £1,500.00. Any commitment beyond this figure will normally only be made upon receipt of the excess by Thornhill FS
- c) Thornhill FS retains the title for all goods, services and third party supplies in relation to the specific contract until such time as it receives full payment for the final total amount invoiced.
- d) Thornhill FS produces its final invoice as soon as reasonably practical after the provision of the service (usually seven days after the funeral). This details all applicable charges and disbursements (except those payable by a pre-payment fund) and records any payments already received. The balance shown is due for immediate payment.

### **Overdue accounts.**

Payment is due in accordance with t Thornhill FS payment terms. In the event that these terms are not met and an amount is still outstanding 28 days after the invoice date Thornhill FS will:

- a) Add 1.5% to the outstanding balance and add a further 1.5% to any outstanding balance on the first day of each calendar month thereafter.
- b) Hand the account to a collection agency or solicitor if, at its absolute discretion, it feels this is necessary and it will add all charges and fees to the outstanding balance.
- c) Prepare the matter for court when, at its absolute discretion, it feels this is necessary and it will add all legal fees, court fees and associated charges to the outstanding balance