

ALEXANDER BURN

FUNERAL DIRECTORS

Alexander Burn Funeral Directors Terms of Business – IMPORTANT PLEASE READ

These are the terms and conditions (“Terms”) on which Alexander Burn Funeral Directors (“we”, “us”, or “our”) provide goods and/or services to you.

We, Alexander Burn Funeral Directors, are an independent funeral director and we provide a range of professional funeral services. We are registered in England and Wales under company registration number 05574277 and our registered office is 436 High Street, Cheltenham, GL50 3JA. You can contact us by telephoning the office number, by email or post.

1. We will provide a confirmation of funeral arrangements and an estimate of expenses prior to the date of the funeral.
2. Deposit: All disbursement (payments to third parties) must be met at the time of arrangement and prior to the funeral taking place.
3. The final funeral invoice will be sent out within 7 days of the funeral taking place. Funeral expenses may be paid in part or full at any time during the arrangement and before the funeral. However, full payment must be received within 30 days of the date of the funeral.
4. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur following any breach by you of any of your obligations under these terms. This means that you are liable to us for losses we incur because you do not comply with these terms. For example, if we instruct debt collection agents, we will also recover the fees we incur from you. We will claim those losses from you at any time and if we must take legal action to recover unpaid funeral accounts, we will ask the court to make you pay our legal costs.
5. If applying for a DWP Social Fund Funeral Grant, whether the claim is successful or unsuccessful, you will remain liable for the entire account.
6. If the person who has died has a funeral plan, you will be liable for any payments or expenses not covered in the funeral plan.
7. We accept credit/ debit cards, cheque, and bank transfer to Alexander Burn Ltd.
8. We will not be liable or responsible for any failure to perform or delay in the delivery of any goods or services in the event of any strike, lock out, trade dispute, accident, fire, flood, inclement weather, epidemic, pandemic (including for the avoidance of doubt COVID-19) or any natural disaster or act of God or any contingency whatsoever beyond our reasonable control (a “Delaying Event”) affecting the delivery of the goods or services ordered by you. Such suspension or cancellation shall not constitute a breach of contract between us, nor will you be entitled to claim for any loss or damage howsoever arising because of a Delaying Event.
9. In signing this form, you agree to the terms of business set out above and accept full responsibility for all our charges and the external payments that may be required by third parties.

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Notice of the Right to Cancel:

1. Cancelling an order for services. For services you have ordered from us you have the right to change your mind and cancel within 14 days after the day on which we accept your order. By signing to accepting our terms you expressly request that we commence the services within the 14 day cancellation period provided by the Consumer Contracts Regulations 2013. You acknowledge that if the services are fully performed within the 14 days cancellation period, you will lose the right to change your mind and cancel the services under the Consumer Contracts Regulations 2013. If you cancel after we have started the services but before the services are completed then you must pay us for the services provided up until the time you tell us that you have changed your mind.

2. To exercise your right to cancel, you must inform us of your decision to cancel by a clear statement (e.g. a letter sent by post or email). If you require us to provide a cancellation, please let us know. Email: enquiries@alexanderburn.com

If you wish to make a formal complaint then please do so in writing to enquiries@alexanderburn.com. We will acknowledge your complaint and outline next steps. If you are not happy with how we have handled any complaint, you may wish to contact the National Association of Funeral Directors by emailing complaints@nafd.org.uk. Please do contact us in the first instance.