

JOHN WEIR



The complete
Funeral Directors

A Family Owned & Run Business

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Offices

130 - 132 High Street,
Rainham,
Kent ME8 8AR.
Tel: 01634 373111

127 Watling Street,
Gillingham,
Kent ME7 2YY.
Tel: 01634 855558

31 Parkwood Green,
Parkwood,
Rainham,
Kent ME8 9PW.
Tel: 01634 386999

25 New Road,
Chatham,
Kent ME4 4QJ.
Tel: 01634 408777

Office Hours

Monday - Friday
9.00 a.m. - 5.00 p.m.
Saturday & Sunday - Closed

Chapel Hours

Monday - Friday
9.00 a.m. - 5.00 p.m.
By appointment
Saturday & Sunday -
By mutually agreed arrangement

After Office Hours

Our emergency after hours service
is always available by telephoning:-

Medway 01634 373111
Medway 01634 855558
Medway 01634 408777
Medway 01634 386999

Website

www.johnweir.co.uk

**Calls may be recorded for training
and monitoring purposes.**

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Introduction

This booklet contains information which I hope you will find helpful in the coming days. However, please do not hesitate to contact me if you feel we are able to be of assistance or there are points that you would like to discuss.

For your convenience a pocket is provided inside the back cover of this brochure for the retention of any documents etc., appertaining to the funeral of the deceased. We have also provided a 'check list' which can be found on Page 18.

Yours Sincerely,

John Weir Dip.FD MBIFD

John Weir Funeral Directors are Members of:



National Association of Funeral Directors



National Society of Allied and Independent Funeral Directors



Code of Practice Principles

We are Members of the National Association of Funeral Directors (NAFD), Members are required to comply with a strict code of practice. For your ease of reference we print below the principals of the code, however full copies are available upon request.

1. Members shall observe and respect the confidential nature of the information given to them;
2. Members will respect consumers' rights and abide by, and comply with, all consumer legislation relative to their dealings with their clients;
3. Members shall, at all times, offer the best advice and provide the best possible service;
4. All marketing or advertising is legal, decent, honest and truthful and complies with all requirements of the Advertising Standards Authority and all other relevant legislation and Codes of Practice;
5. Members shall use best endeavours to ensure that the client understands the range of services offered, the prices and also any known disbursements, these being the fees to be paid on behalf of the client to doctors, ministers, cemetery or crematoria authorities and other third parties involved;
6. Members shall, in all cases, provide a written confirmation of the funeral arrangements and a written itemised estimate of all funeral charges consistent with the price list, and all disbursements known at the time of making the arrangements. The estimate shall make it clear that the client has accepted, and signed, to the effect that they have accepted personal responsibility for the funeral charges that will complete the contractual arrangements for the funeral. ("Estimate" includes a quotation and is an offer to carry out the specified funeral for the specified price);
7. Members shall have on display in premises price lists and Code of Practice and Funeral Arbitration Scheme leaflets;
8. Members shall provide the client with a detailed itemised final account that is comparable with the estimate provided;
9. Members shall not solicit funeral instructions, nor employ any person to do so, nor shall they offer or give reward for recommendation;
10. Members shall display, so as to be clearly visible to the public from the outside of the premises, the logos of the National Association of Funeral Directors and the Funeral Arbitration Scheme;
11. Members are required to co-operate at all times with Trading Standards Offices, Citizens Advice Bureaux, consumer support groups and any other organisation representing clients in the resolution of complaints or disputes;
12. Members also agree to abide by the decisions of the Disciplinary Committee on any matter referred to them alleging a breach of the Rules and Guidelines of the Association and this Code of Practice.

This Code of Practice and adherence hereto is monitored by the National Association of Funeral Directors.

Any correspondence should be addressed to:

National Association of Funeral Directors, 618 Warwick Road, Solihull, West Midlands B91 1AA.
Telephone: 0845 230 1343, Fax: 0121 711 1351, Email: info@nafd.org.uk

Registration

A death must be registered by law in the district in which it has occurred and under normal* circumstances the doctor's certificate giving the cause of death should be taken to the Registrar's Office with, if possible, the deceased's medical card and birth certificate.

The procedure for registering a death is a simple question and answer interview between the Registrar and the informant and the following questions will be asked:-

- Date and place of birth and death
- Full name of deceased
- Marriage status of deceased
- Home address of deceased
- Last or present occupation of deceased

If deceased is:-

- (a)** Female (either married or a widow), her maiden name and her husband's full name and occupation.
- (b)** Married at date of death, the date of birth of the surviving partner.

The Registrar will issue a *GREEN CERTIFICATE which will be required by our office for either cremation or burial. Copies of the death certificate may be obtained from the Registrar for Insurance purposes, probate, friendly societies and private pension schemes. Further copies may be obtained for claiming on the following:-

- Banks
- Post Office Savings Account
- National Savings Certificates
- Premium Bonds, etc.

Please see following page for addresses of local Registrar's offices.

*In some circumstances the Registrar may be required to refer a death to the Coroner. – See page 11

Registrars

Medway

Northgate, Rochester,
Kent ME1 1LS.

Tel: 01634 338998

www.medway.gov.uk/registeroffice
email: register.office@medway.gov.uk

By appointment ONLY

Maidstone

Kent History and Library Centre,
James Whatman Way,
Maidstone,
Kent ME14 1LQ.

Tel: 03000 41 51 51

By appointment ONLY

Sittingbourne

Sittingbourne Library,
Central Avenue,
Sittingbourne,
Kent ME10 4AH.

Tel: 03000 41 51 51

By appointment ONLY

Canterbury

Wellington House,
4 St. Stephens Road,
Canterbury, Kent.

Tel: 03000 41 51 51

By appointment ONLY

Sheppey

Sheppey Gateway,
38-42 High Street,
Sheerness,
Kent ME12 1NL.

Tel: 03000 41 51 51

By appointment ONLY

Department of Works & Pensions

You may be able to obtain help from the social fund to contribute towards the cost of the funeral. In most cases it is unlikely that the amount paid by the social fund will cover the total cost of the funeral. If you are responsible for arranging it and you or your partner are receiving:

- Income Support
- Income-based Jobseeker's Allowance
- Income-related Employment & Support Allowance
- Pension Credit
- Housing Benefit
- Working Tax Credit which includes a disability or severe disability element
- Child Tax Credit at a rate higher than the family element
- Universal Credit

The term 'partner' is used here to mean:

- A person you are married to, or person you live with as if you are married to them
- A civil partner, or person you live with as if you are civil partners

Clients should check with the DWP as to which benefits apply.

The Registrar will provide you with a White Certificate of Registration of Death (*Form BD8*) which is required to claim any Social Fund Benefit and should be taken to your local Department of Works and Pensions Office, together with the following documents (if they are to hand or can be obtained easily):-

- The Deceased's Birth Certificate
- Social Fund Claim Form (*SF200*)
- The Marriage Certificate (if applicable)
- National Insurance Contribution Card
- Any DWP Pension or Allowance Books
- The final bill for the funeral - issued by us

A claim should be made within three months after death but it is advisable to lodge the claim as soon as possible even if all the documents are not available. Any payment from the fund will normally be paid within sixteen days direct to the Funeral Director.

The Social Fund payment is not part of deceased person's estate and therefore is not liable for estate duty. Any funeral payment which is made can be recovered by the DWP should funds become available from the deceased estate.

Help for Widows and Widowers

There are a number of benefits which a widow or widower may become entitled to after the death of a wife/husband. These are dependant upon age, National Insurance (NI) contributions paid and the number of children living with you.

You will not be able to receive bereavement benefits if:

- You are divorced from your late husband or wife
- You remarry
- You are living with someone else as husband and wife without being legally married
- You are in prison or being held in legal custody

Department of Works & Pensions

Bereavement Benefits

What are they?

There are three types of bereavement benefit. These may be payable on the death of a husband, wife or civil partner. Whether you are entitled will depend on the National Insurance contributions your partner paid.

The three benefits are shown below.

- **Bereavement Payment** is a lump sum of £2000 we pay to people who have been bereaved who qualify.
- **Widowed Parent's Allowance** is a weekly benefit we pay to widowed parents who qualify.
- **Bereavement Support Allowance** is a weekly benefit we pay to people who have been bereaved who qualify.

What do I need to do next?

You can order a Bereavement Benefits pack over the telephone from your nearest Jobcentre Plus office. The pack has help notes on how to complete the claim form.

When to claim

You must claim a Funeral Payment from the date of death and up to three months after the date of the funeral.

If you are waiting for a decision on a qualifying benefit or entitlement you must still claim within the time limits above.

You can make a claim before the funeral takes place, we are willing to produce an itemised invoice as evidence of a contract. An estimate is not acceptable.

Help Leaflets

SF200	Social Fund Claim Form (from DWP)
BD8	White Certificate issued by the Registrar

Please note: Clients are advised to confirm with the DWP the above payment and allowance conditions.

For more information

The Department of Works and Pensions,
Crown House, The Brook, Chatham, Kent ME4 4LQ. Tel: 0345 6060265
Monday to Friday 9.00am – 4.30pm
www.dwp.gov.uk

Consulting a Solicitor

In most circumstances it is advisable for you to consult a Solicitor. This will not necessarily involve you in heavy expense and will almost certainly relieve you of many worries. Solicitors will give you an estimate of cost on request.

If it is known that a Will was made it is important that the contents should be ascertained as soon as possible after death, as it may contain directions as to the funeral arrangements etc. The Will may be among personal papers at home or with a Bank or Solicitor for safe custody.

If a firm of Solicitors have been consulted by the deceased in the recent past it is most important that you get in touch with them without delay.

Apart from the interpretation of the Will itself and the distribution of net assets to the beneficiaries under the Will or under the intestacy rules, if there is no Will, it is advisable for a Solicitor to be instructed to administer the estate of the deceased and to obtain the appropriate Grant. They will deal with any legal points which may arise. If you decide to consult a Solicitor they will need to see a copy of the death certificate.

The Solicitor will also require such items as:-

- Share Certificates
- Deeds
- Post Office Bank Books
- Savings Certificates
- Premium Bonds
- Pension Books
- Insurance Policies (in the name of the deceased)

They will also need to have particulars of any debts that may be owing. You need not worry about paying these immediately. The Solicitor will deal with them in due time.

Should you find yourself in some temporary difficulty with regard to finance, a Solicitor can usually make arrangements for you to draw sufficient moneys for you to meet your immediate needs.

In certain cases it may not be necessary to prove a Will, or obtain a Grant where a Will has not been made. If in doubt a Solicitor will readily explain the position.

Remember, a Solicitor is never an expensive luxury. They can be a great help when help is most needed and will relieve the Executors or Administrators of many worries and much work, in a field in which they will for the most part, be unfamiliar.

Legal Advice

If you are in doubt as to whether the services of a solicitor are required we will be pleased to arrange an initial interview with a local solicitor.

Probate or Letters of Administration

Before the estate left by a deceased person can be realised and distributed among the persons entitled to share it, a grant of Probate or Letters of Administration **usually** are required.

Perhaps the simplest procedure is to instruct a Solicitor or Bank Manager who will relieve one of the worries and visits entailed to ensure that the correct results are arrived at. To make personal application it is necessary to obtain a set of forms which can be obtained on application to the nearest Probate Registry by telephone, letter or personal call to:-

Maidstone Probate Sub-Registry

The Law Courts, Barker Road, Maidstone,
Kent ME16 8EQ. Tel: 01622 202048

How to Apply

To order a Probate Pack call the helpline, 0300 1231072

Complete the forms to the best of your ability and send by post together with:-

- A copy of the death certificate (from Registrar)
- Any Will or written wishes left by the deceased
- Full details of the estate, i.e. everything possessed by, or due to the deceased, House, Property, cash, bank balance, Insurances, etc

When returning the forms by the registered post it should be stated at which Registry Office the interview should take place. If it is preferred the forms may be handed in personally during office hours and a request made to be interviewed the same day.

***subject to change and fluctuation (see page 9 Consulting a Solicitor)**

Probate

Where the deceased **has left a Will**, such Will has to be "proved" before the District Probate Registry of the High Court of Justice for the district concerned. If the Will is thus proved to be the Lawful Act of the deceased person, then the court grants probate to the executors named in the Will and then they will be able to administer the estate.

Letters of Administration

Where the deceased **has not left a Will** he is said to have died intestate and the question then arises as to who shall administer the estate. Here again application has to be made to court, usually by the next-of-kin. The Court, when satisfied as to the claim of the applicant, issues a document, known as Letters of Administration, appointing such applicant as Administrator of the intestate estate.

If the deceased's estate is below £15,000,* and doesn't contain any land, property or shares, then it may be possible to deal with it without obtaining a grant. Also, a grant might not be needed if the whole of the estate is held in joint names and passes automatically to the surviving joint owner.

Please Note: Our clients are advised to seek legal advice immediately in all cases relating to Inheritance Tax, or Capital Gains Tax and matters concerning Probate and Letters of Administration.

Deaths Referred to H.M. Coroner

Non - Inquest Cases

When a death is reported to H.M. Coroner it is usually a sudden or unexpected death, when a doctor cannot state the cause of death or issue a certificate due to several factors. The Coroners Officer is therefore informed by the doctor and arrangements are made to obtain particulars about the deceased, the Coroner may also ask that a formal identification of the deceased take place. Where a death of this nature occurs other than in a hospital the deceased will be removed to a hospital mortuary designated by the Coroner.

At the hospital a postmortem examination is performed by a Pathologist on the deceased in the presence of the Coroner's Officer, to ascertain the cause of death. Should the cause of death be due to natural causes the Coroner's Officer will inform the relatives of the deceased when the death can be registered, and at which Registrar's Office. The funeral arrangements can be completed by the relatives and the Funeral Director in the normal way.

Inquest Cases

Should the Coroner's Officer state that there will be an inquest, it will be necessary for the relatives to attend the inquest, at the time and date given by the Coroner's Officer. It should be noted that when an inquest is opened for identification and adjourned to be resumed at a later date, copies of the death certificate cannot be obtained until after the full inquest is held. However, the Coroner will on request issue an interim certificate.

Our Services

A full scale of charges is provided from the very simplest to the most elaborate funeral. Because a funeral is entirely a matter of personal choice and preference, the only sure way of obtaining the correct information is by detailed discussion with a funeral director. Discussions are treated confidentially and without obligation. We will of course provide a written estimate of charges.

Our charges provide the following services:

Our professional services in taking instruction and making all necessary arrangements. The preparation and submission of all necessary documentation to the relevant authorities. The preparation and submission of letters of confirmation to client and officiating minister/officiant (where applicable), all incidental expenses, telephone calls etc. Reception and care of floral tributes listing donors as necessary. Receipt, care and onward transmission and full list of donors of charitable donations (where applicable). The attendance of the funeral director and attendant staff for the funeral. Providing a twenty four hour service for the assistance of clients up to the time of the funeral and an advisory service thereafter. For full details of the services we are able to provide please refer to this brochure.

Disbursements/Expenses

These are amounts which are payable to third parties (i.e. crematoria, cemeteries, officiant, Doctors etc).

Removal

We will remove the deceased from a location within 20 miles of our premises to our private chapel during normal working hours.

Vehicle Charge

We will, within the estimate, make provision for the attendance of funeral vehicles in accordance with the instruction of the client.

Coffin/Casket Charge

We will supply a furnished coffin or casket as selected by our client.

Please note: *some of our services will not extend to the simple funeral and direct funeral specification.*

Terms of Payment

Direct Funeral Service

This funeral can only be selected when payment for all charges, including any disbursements, is made at the time of arranging the funeral.

The Simple Funeral (Coventry)

Full payment for this service must be made at least 72 hours before the funeral taking place. Failure to do so may result in the funeral arrangements being delayed or even cancelled.

- a) Cheque or cash payment in advance.
- b) Credit/debit card payment in advance.
- c) BACS payment in advance.

Traditional Adult Funerals

- a) An invoice will be sent approximately five days after the funeral.
- b) Payment is due within 30 days.
- c) Cheque, credit/debit card, cash or BACS payment.

Deposit

We would respectfully ask that a deposit amounting to 50% of the total funeral cost is paid at least 72 hours before the funeral takes place. Failure to do so may result in the funeral being delayed or even cancelled.

BACS

Our bank details for BACS payments are:
NatWest Bank
Account number: 13215035
Sort code: 60-17-44
John Weir Funeral Directors Limited

Terms and Conditions

Full details of our terms and conditions may be found on our written estimate which will be provided to you or on page 21 of this brochure.

Please note: We reserve the right to ask for full payment in advance before providing any of our services.

Our Services

Personal Tribute

After we have confirmed the funeral arrangements with you, as part of our service we will create a free personal online tribute to your loved one on Funeral Zone via our own website. The tribute will announce details of the funeral arrangements and your instruction regarding flowers or donations. Friends and family are able to share their memories and donate to your chosen charities online via Just Giving. We will of course provide you with full details of this service.

Pre-arranged Funeral Payment Plans

Should the deceased have a pre-arranged funeral plan, please provide us with the membership certificate in order that we can establish the type of plan selected.

Our comprehensive services also include our own independent pre-arranged funeral plans in association with Golden Charter. *Details are available on request.*

Printed Order of Service

We are able to provide a printed order of service setting out hymns etc. These are printed in consultation with you and the person who will officiate at the service. *It is most important that you let us know as soon as possible if this service is required.* We will provide you with a proof copy for approval, **it will be your responsibility to check the accuracy of the content before you authorise us to print the final version.**

Mourning Stationery

We have available a wide selection of mourning stationery and will be pleased to show you samples on request.

Private Chapel of Rest

Private Chapels of Rest are provided for families to visit if they wish. Visits to the Chapels are made by prior appointment. The Chapels are open Monday - Friday, 9.00 a.m. - 5 p.m. ***Special visits outside of normal hours may be made by mutual arrangement.*** If you wish to use our chapel facilities we advise that embalming be carried out.

Bereavement Counselling

The response to a death, by those that were close to the deceased person, can be felt very individually and personally.

Cruse is the leading charity in the UK specialising in bereavement counselling. It offers free, sympathetic and helpful advice to those trying to come to terms with the loss of someone close, who has died.

Their help and guidance, through what for some people can be a traumatic experience, extends to everyone, regardless of their age, nationality or beliefs.

Cruse can be contacted on 0808 808 1677
www.crusebereavementcare.org.uk

Floral Tributes

For your convenience, floral tributes may be sent on the day of the funeral direct to our premises. Floral tributes may be ordered through our office.

A complete list of all floral tributes is made of those received at our premises, and, after the funeral, will be forwarded to the family. It will be appreciated that at times it is difficult to decipher the writing on the floral tribute cards and therefore names could be misspelt. After cremation, and only at your request, we will willingly take any suitable flowers to a local hospital or a residential home for the elderly who accept them.

Catering

We are able to arrange catering following the funeral by way of a buffet in your own home. *Please ask for further details.*

Our Services

Jewellery

We do not remove jewellery of any sort unless we are requested to do so. We would appreciate your decision as soon as possible. ***Any jewellery removed should be collected from our office before the funeral to avoid any possible error.***

Cremated Remains - Important Notice

If instructed to do so we will collect and temporarily retain cremated remains at our premises. We will retain them for a period of 3 months, after which a retention fee will be charged. However please note that we are only allowed to release them to the person who was the applicant for the cremation, unless the applicant provides us with a signed written consent authorising release to a third party.

Charitable Donations

Clients may prefer charitable donations in lieu of flowers, in which case we will if you wish receive any donations that are made, however we would point out that we are only able to accept cheques or money orders which have been made payable to the charity concerned. We usually keep the fund open for four to five weeks following the funeral, we will then forward any donations received to either the chosen charity or yourself by Royal Mail special postage. *(For a list of Charitable Organisations please see page 16).*

Temporary Preservation

Modern embalming is not a costly process and adds very little to the expense of a funeral. This hygienic treatment constitutes the injection of sterilising fluids to preserve the natural appearance of the deceased. Embalming does afford complete disinfection and there is complete freedom from any possible infection to the living. It is naturally important to ensure that relatives and friends who view an embalmed person have a lasting remembrance of one who is peacefully asleep.

Obituary Notices

At your request brief details of the deceased and funeral arrangements are given to the local newspaper. Any further information concerning the deceased should be given personally. We are also able to insert on your behalf obituary notices in the national press if required.

Memorials

We will arrange for a monumental mason to remove any memorial so that burial can take place. The memorial will be removed from the grave to the nearest available space, they will not remove a memorial from the cemetery/churchyard without consent from the relevant authority.

On request they will provide you with a written estimate for any additional works you may require, i.e. additional inscriptions, cleaning or renovation.

They are also able to provide new memorials and to this end a selection of brochures are available.

Once the works are complete they will submit a separate account to you.

Many cemeteries and churchyards have restrictions firmly enforced, regarding size and types of memorials. Please check with us before the funeral on applicable regulations.

CD Music

Please note that many crematoria and cemeteries no longer accept downloaded CD's. Clients should provide us with the original discs.

Insurance Policies

If there are any life assurance policies in force these will normally be found with the private papers of the deceased or they may be lodged in the Bank or held by solicitors.

Immediate notification of death should be sent to the Insurance Company concerned with a request that they should confirm the policy is in force. The Insurance Company will require a copy of the Death Certificate.

The Insurance Company have certain requirements:

- The Policy itself
- Sight of a copy of the Death Certificate
- Proof of Identity
- Premium receipt book if applicable
- Valid receipt from the legal owner

The valid receipt creates the most problems as in most cases, and certainly when the estate exceeds £35000* the Insurance Company require Probate or Letters of Administration prior to a signature being acceptable.

Any changes in the Policy (House Mortgages for example) must have been discharged. Industrial Insurance Policies or those taken out by a third party on the life of the deceased can be settled before Probate or Letters of Administration are granted. Examination of Trusts will be necessary prior to payment if the Policy is in Trust or assigned to Trustees.

It is considered that a client should consult his Insurance Agent, or Solicitor or Bank Manager and due to delays that are inevitable the Bank Manager may assist financially as a temporary measure.

Bank Accounts

All that is required is a personal visit to the Bank Manager with a copy of the Death Certificate which will be returned immediately for your further use.

National Savings & Investments

It is necessary to utilise a form NS & I 904 which can be obtained from the Post Office or by calling 08085 007 007. Completion of this form together with a copy of the Death Certificate will enable you to withdraw the deceased's Premium Savings Bonds, National Savings Certificates and Post Office Savings Bank Account.

Important Note - Motor Insurance

Insurance Cover on a vehicle owned by the deceased ceases **immediately** at the time of death:

The next of kin, or Executor should inform the Insurance Company concerned who will offer immediate transfer of cover - the vehicle Registration Document should be returned in due course to the licensing authority for transfer of ownership to the beneficiary.

The driving licence of the deceased should also be returned to the licensing authority.

*Clients should seek advice from their respective insurance companies.

Charitable Organisations

Clients may prefer to ask for donations in lieu of floral tributes, we list below a selection of charitable organisations which you may find useful. However, the list is not exhaustive and we will be pleased to assist you should you require further information.

LOCAL

Demelza House Children's Hospice Appeal

Rook Lane, Bobbing, Sittingbourne,
Kent ME9 8DZ.

Friends of Wisdom Hospice

Wisdom Hospice, High Bank,
Rochester, Kent ME1 2NU.

K.A.B. Kent Association for the Blind

72 College Road, Maidstone, Kent ME15 6SJ.

The Kent, Surrey & Sussex Air Ambulance

Wheel Barrow Park Est, Pattenden Lane,
Marden, Kent TN12 9QJ.

Oliver Fisher Baby Unit

Medway Maritime Hospital, Gillingham,
Kent ME7 5NY.

The Equipment Fund I.C.U.

Medway Maritime Hospital, Gillingham,
Kent ME7 5NY.

NATIONAL

Alzheimers Society

Arthritis & Rheumatism Council for Research

Asthma UK

Barnardos

Brain Research Trust

British Epilepsy Association

British Heart Foundation

British Red Cross Society

Cancer Research UK

Catholic Childrens Society

Christian Aid

Cystic Fibrosis Trust/Research

Diabetes UK

Foundation for the Study of Infant Death

Guide Dogs for the Blind Association

Leukaemia Research Fund

MacMillan Cancer Support

Malcolm Sargent Cancer Fund for Children

Marie Curie Cancer Care

Methodist Homes for the Aged

MIND

Multiple Sclerosis Society

Muscular Dystrophy Campaign

NSPCC

Parkinsons Disease Society

PDSA

Queen Elizabeth's Foundation for the Disabled

RNLI

RSPCA

Save the Children UK

Scope

Stroke Association

The Samaritans

Time to Talk

Details of Funeral Arrangements

Day of funeral

Cortege

Conveyance of coffin prior to funeral

Funeral from

Service at

Hymns

Music voluntaries* (Entry)

Music voluntaries* (During)

Music voluntaries* (Exit)

Cremation at

Interment at

Minister/Officiant

We will confirm all funeral arrangements by letter

Your instructions in respect of the following has been noted:

Cremated remains

Grave details

Grave No

Section

Jewellery

Flowers

Donations

Limousine(s) returning mourners to

Documentation required

*** If you require any music played from compact discs (CD's) during the service only originals should be provided. Many crematoria/cemeteries are unable to play copied or downloaded tracks.**

Check List

- Register Death
- Order Floral Tributes
- Solicitor
- Funeral Deposit/Expenses

You may wish to inform the following:

- DWP (return form BD8)
- Employer
- Local Authority - Housing Department
- HM Revenue & Customs
- Building Society
- Insurance Companies
- Water, Electricity, Gas and Telephone Companies
- Bank
- Post Office
- Social Media Accounts

The following should be returned:

- Driving Licence to DVLA Swansea together with Vehicle Registration Documents
- Passport
- Medical Card to the Registrar of Deaths
- Credit, Cash Point and Cheque Guarantee Cards
- Any NHS or Red Cross Equipment
- Season or Library Tickets

Notes

Blank lined area for notes.

Notes

20

[A series of 20 horizontal white rounded rectangular lines for taking notes.]

Our Terms of Business

We are a member of the National Association of Funeral Directors and subscribe to their current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1) Estimates and expenses

Our 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 estimate. While 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 you a best estimate of such charges on 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 require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

Our normal practice is to ask for advance payment of our anticipated disbursements, as set out in the estimate. Any advance payment will be deducted from our final invoice.

2) Terms of Payment

The Company 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 Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company 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.

Please note: We reserve the right to ask for full payment in advance before providing any of our services.

The Simple Funeral (Coventry)

Full payment for The Simple Funeral must be made at least 72 hours before the funeral taking place.

The Direct Funeral

Payment for The Direct Funeral must be made at the time of arranging.

Failure to do so may result in the funeral arrangements being delayed or cancelled.

- Cheque or cash payment in advance
- Credit/debit card payment in advance
- BACS

Traditional Adult Funerals

- An invoice will be sent approximately five days after the funeral
- Payment is due within 30 days
- Cheque, credit/debit card or cash payment
- BACS

Deposit

We would respectfully ask that a deposit amounting to 50% of the total funeral cost is paid at least 72 hours before the funeral takes place. Failure to do so may result in the funeral being delayed or cancelled.

Final Invoice

If you fail to pay us in full on the due date we may charge you interest; in accord with the Late Payment of Commercial Debts (Interest) Act 1998, before or after any judgment, unless a court orders otherwise. We may recover (under clause 3) the cost of taking legal action to make you pay.

3) 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 that you are liable to us for losses we incur because you do not comply with these terms, for example we will charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents we may also recover the fees we incur from you. Further details regarding these fees are available on request.

We may claim those losses from you at any time and if we have to take legal action we will ask the court to make you pay our legal costs.

4) Data Protection (GDPR) and Privacy

Words shown in *italics* are defined in the GDPR Regulations.

We respect the confidential nature of the information given to us, and where you provide us with *personal data* ("data") we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. We will treat your personal information with care and confidentiality in line with the General Data Protection Regulations 2018 (GDPR) or any other legislation enforced. We shall not share your information with third party organisations without your permission or without legitimate business interest. For further information please refer to our Privacy Policy which can be found at www.johnweir.co.uk

5) Conduct

Our Code of Practice requires that we provide a high quality service in all aspects. If however, you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction then please contact:

**The Funeral Arbitration Scheme,
618 Warwick Road, Solihull,
West Midlands B91 1AA,**

who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

All dates and times provided cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Where this is the case we will attempt to contact you in advance, using the details provided and advise you of alternative arrangements.

6) Disclaimer

John Weir Funeral Directors Ltd will not under any circumstances be held liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party service provider.

7) Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing;
- signed by one of our directors; and
- expressly stating an intention to vary these terms.

Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client.

If any of these terms are unenforceable as drafted:

- it will not affect the enforceability of any other of these terms; and
- if it would be enforceable if amended, it will be treated as so amended.

Nothing in these terms restricts or limits our liability for death or personal injury.

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive Jurisdiction.

8) Termination

This agreement may also 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 you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. **You will also have to pay our charges and expenses according to the scale set out below:**

Termination within 2 days of due date for performing services	100% of fees payable
Termination within 1 week of due date for performing services	80% of fees payable
Termination within 2 weeks of due date for performing services	50% of fees payable

Right to cancel

(Arrangements made in the client's home only)

You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time within the period of 14 days starting on the day of the arrangement.

Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

JOHN WEIR

Funeral Directors

130 - 132 High Street,
Rainham,
Kent ME8 8AR.
Tel: 01634 373111

127 Watling Street,
Gillingham,
Kent ME7 2YY.
Tel: 01634 855558

31 Parkwood Green,
Parkwood, Rainham,
Kent ME8 9PW.
Tel: 01634 386999

25 New Road,
Chatham,
Kent ME4 4QJ.
Tel: 01634 408777