



# TERMS AND CONDITIONS

**Please read the following important terms and conditions before you contract with us to provide funeral services to you and check that they contain everything you want, and nothing that you are not willing to agree to.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'we', 'us' or 'our'** means Fenix Funeral Ltd; and
- **'you' or 'your'** means the person who wants us to provide funeral services to them.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to [hello@fenixfuneral.co.uk](mailto:hello@fenixfuneral.co.uk); or
- calling us on 0203 893 3003 (Monday- Friday 9am to 6pm & Saturdays 9am- 5pm).

## Do you need extra help?

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

## Who are we?

We are Fenix Funeral Ltd (trading as Fenix Funeral) a company registered in England and Wales under company number: 12275003

Our registered office is at: 15 Whitehall, London, SW1A 2DD



## 1 INTRODUCTION

- 1.1 If you would like us to provide funeral arrangement services to you, you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are contracting with us for funeral arrangement services as a consumer (i.e. for purposes outside of your business, craft or profession).
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 Please note that if you visit our website you also agree to be legally bound by our website terms of use [and any documents referred to in them].

## 2 INFORMATION WE GIVE YOU

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made over the telephone. If you want to see this key information, please:
  - 2.1.1 read the quote (see clause 4.3); or
  - 2.1.2 contact us using the contact details at the top of this page.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## 3 YOUR PRIVACY AND PERSONAL INFORMATION

- 3.1 Our **Privacy Policy** is available at [www.fenixfuneral.co.uk](http://www.fenixfuneral.co.uk).
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 4 CONTRACTING WITH US FOR FUNERAL SERVICES

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 You request that we provide funeral arrangement services to you by speaking to us over the phone and providing us with details of the funeral arrangement services that you would like us to provide you with. This will be your order.
- 4.3 We will then send you a Quote, which will set out your order with us (the "Quote") via email and we will discuss the Quote with you over the telephone.



On the Quote you will find a link to our terms and conditions which please read carefully before accepting our Quote. By accepting the Quote you acknowledge our terms and conditions and agree to be bound by them..

- 4.4 Please read and check the Quote carefully before accepting the Quote. You will be able to correct any errors or make amendments by calling or emailing us before accepting the Quote.
- 4.5 We will only accept your order when we receive the confirmation of your acceptance. At this point:
  - 4.5.1 a legally binding contract will be in place between you and us; and
  - 4.5.2 we will provide the funeral services as agreed with you.

## 5 **RIGHT TO CANCEL**

- 5.1 If you contract with us via telephone or via email you have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the funeral services during the cancellation period and the funeral services are fully performed (i.e. we conclude the funeral services) during this period. This is further explained in clauses 5.5 and 5.6 below.
- 5.2 You have the right to cancel this contract any time within 14 days, by giving us notice. The cancellation period will expire after 14 days from the day of the commencement of the contract.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement by sending an email to [hello@fenixfuneral.co.uk](mailto:hello@fenixfuneral.co.uk) or by calling us on the contact number set out at the top of this page.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 5.5 When you accept our Quote (see clause 4) you are instructing us to commence delivery of the contracted services immediately. If you do not accept the Quote, we will not be able to start providing the funeral services to you.
- 5.6 If we have started providing the funeral services during the cancellation period and the funeral services are fully performed (i.e. we conclude the funeral services) during this period, you lose your right to cancel the funeral services and will be required to pay the full price under this contract even if the cancellation period has not expired.
- 5.7 You do not have the right to cancel if you change your mind in respect of goods that are made to your specification and personalised to the deceased, including but not limited to coffins and floral tributes, as we would not be able to re-use these goods.



- 5.8 This does not affect the rights you have if the funeral services provided to you are not provided with reasonable care and skill. See clause 14 below.

## **6 EFFECTS OF CANCELLATION**

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the funeral services during the cancellation period, in which case you must pay us:
- 6.1.1 for the funeral services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the funeral services performed up to that point in comparison with the full price under this contract; or
  - 6.1.2 the full price under this contract, if you lost your right to cancel this contract because the funeral services were fully performed (i.e. we concluded the funeral services) during the cancellation period.
- 6.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.4 If you cancel this contract after we have your loved one in our care, payment must be made to us for all services performed to date, before your loved one can be collected.

## **7 PRICE**

- 7.1 Our fixed fee packages relating to funeral services are provided to you on a fixed fee basis. You can agree with us non-standard or services involving third parties and these are excluded from our fixed fee packages and are subject to additional costs. We have dealt with these below.
- 7.2 The price of our fixed fee packages will be indicated on our website and will be agreed with you when you call us. We will set out in the Quote that we send to you, the fixed fee applicable to the funeral package you have chosen.
- 7.3 The price of our fixed fee packages include the storage of your loved one for 14 days (including weekends and public holidays) at our care centre.
- 7.4 As we have indicated above, we use third parties to provide some of our funeral services to you. Crematoria and cemeteries fees are set out separately on the Quote as these are third party fees and not included in our fixed fee packages. You may also request that we provide you with non-standard funeral services or items such as flowers or viewing. Our fixed fee funeral packages do not include any third party funeral services and any non-standard funeral services or items. We may not know the exact amount of the third party or non-standard costs (if applicable) at the time we provide the Quote to you but we will provide an estimate of these costs on the Quote.



- 7.5 All prices for our services are in pounds sterling (£)(GBP) but will exclude:
- 7.5.1 Any VAT payable (if applicable), which will be included at the applicable rate at the time your invoice is prepared;
  - 7.5.2 Any storage charges after the 14 days included in the fixed fee package price, which will be charged at our per day rate, which will be the rate in force at the required time and will be informed to you when you first call us and by your Funeral Advisor if it becomes evident that your loved one may be in our care for longer than 14 days;
  - 7.5.3 Any additional charges where a coffin is required that is larger than the standard size (this means that your loved one is taller than 6 foot 2 inches, wider than 22 inches or heavier than 17 stone or 110kg) or where more than four coffin bearers are required for health and safety reasons;
  - 7.5.4 Any additional charges where the services are to be provided outside of the local area or outside of our ordinary business hours between 4pm and 8am, weekends and public holidays.
- 7.6 All dates and times provided on the Quote for carrying out the funeral services cannot be guaranteed until final bookings are made and confirmed to you in the order you receive before the invoice.
- 7.7 The price of our funeral services as specified on our website or when you call us may be subject to change from time to time. Any orders accepted by us prior to any change in price will not be affected.

## **8 CARRYING OUT OF THE SERVICES**

- 8.1 We will carry out the funeral services by the time or within the period agreed with you. If you and we have agreed no time or period, we will carry out the funeral services within a reasonable time.
- 8.2 Our carrying out of the funeral services might be affected by events beyond our reasonable control, which include but are not limited to pandemics, epidemics, inclement weather, accidents, Governmental action, and we may be unable to fulfil our obligations to you on the date or time specified. We will keep you informed if this is the case and may also contact you to advise you of alternative arrangements.
- 8.3 When we are carrying out the funeral services, we will bring your loved one to one of our high quality mortuary facilities. The location may depend on availability and may not always be the one closest to you.
- 8.4 We may use third party suppliers to carry out some of the funeral services on our behalf for you from time to time.
- 8.5 We may offer you bereavement support via our Bereavement Support Team as part of our funeral services. If you would prefer not to be referred, please tell us when we offer this support service to you or tell us within two (2) working days. You are able to decline this support service after this period, however we may have already asked our Bereavement Support Team to contact you.

## 9 SPECIFIC TERMS IN RELATION TO FUNERAL SERVICES WE MAY PROVIDE

### 9.1 FINANCIAL INTERESTS

- 9.1.1 We have a financial arrangement with Trust Inheritance and you acknowledge that subject to your discussions with them, if you instruct Trust Inheritance to deal with a matter, Trust Inheritance will pay a fee to us ("**Referral Fee**").
- 9.1.2 The Referral Fee may vary and is dependent on the service you receive from Trust Inheritance.

### 9.2 ATTENDED CREMATION SERVICES

- 9.2.1 You will collect the ashes from the crematorium, by attending the location as stated in your Quote, order or invoice.
- 9.2.2 If you would like us to deliver the ashes to you, we will engage a reputable third party courier service to provide the delivery service. We will require that they use reasonable care and skill in providing this delivery service however it is possible that ashes may be mislaid or urns may be broken. Therefore, we would strongly advise that you collect the ashes from the crematorium directly.
- 9.2.3 If you have requested that we collect the ashes of the deceased following cremation we can store these for a period of 3 months until you are able to collect them. If you have not collected the ashes during this time we will contact you by email to advise you that the ashes require collection. We shall contact you by email 3 times. If we do not receive a response from you within 10 days of our final email we will email you to advise you that we reserve the right to scatter the ashes at the location of our choosing.

### 9.3 LIMOUSINE SERVICES

- 9.3.1 If you have ordered limousines through us as part of our funeral services to you, you acknowledge that the limousines are designed to seat six (6) passengers in the rear of the vehicle and you will ensure that:
  - 9.3.1.1 seat belts will be worn at all times whilst in the limousine;
  - 9.3.1.2 only a maximum of six (6) people will be permitted to sit in the rear of the limousine;
  - 9.3.1.3 any children riding in the limousine will be seated in suitable car seats which will be fitted securely into the limousine and will not be carried or allowed to sit on the lap of an individual at any time;
  - 9.3.1.4 any individual riding in the limousine will adhere to any restrictions and guidelines in force at any time whether they are imposed by us or any third parties.



9.3.2 We will not be responsible for any fines or penalties imposed by any third parties as a result of you or others failing to comply with any restrictions imposed in relation to the limousines.

9.3.3 We reserve the right to withdraw any of our limousine services at short notice should it become apparent to us that applicable restrictions and guidelines are not being followed, in relation to the limousines.

## **10 AMENDMENT OF INSTRUCTIONS**

10.1 If you wish to make a change to your instructions please contact us by email. We will make every effort to make the changes and will let you know if the change is possible. If it is possible we will let you know about any changes to the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

10.2 We may amend your Quote if your instructions are changed in order to take into account any changes in price for the funeral services you require.

10.3 All products and services you have selected are deemed final at five working days before the funeral date and cannot be changed after this time. If you cancel any products and services less than five working days before the funeral date, there will be no refund due to you for any cancelled products and services.

## **11 PAYMENT**

11.1 You will pay the fees we have agreed with you for the provision of the funeral services as set out in our invoice in full within at least five (5) working days, prior to the funeral date unless otherwise agreed with us in writing. This includes payments to be made from your loved one's bank account or from their insurance company. This clause 11.1 does not apply to Direct Cremations (see clause 11.7), Burial Services (see clause 11.7) and does not apply where clauses 11.5 and 11.6 are applicable.

11.2 Payments to be made through the Department of Work and Pensions ("DWP") Social Fund or through a charity will be made directly to us from the DWP or charity, unless you have paid us in accordance with clause 11.1 above, in which case the DWP or charity will reimburse you for the amount paid.

11.3 At our discretion we may ask you to pay in advance, at the time of confirming a booking, for services which are being provided including those by third parties such as cemetery fees and crematorium fees.

11.4 If you cancel the Contract any payment you have made for any third party costs may not be refunded to you although we will have made every effort to obtain a refund.

11.5 Bringing a deceased into our care out of hours will incur a charge, the fee being that which is in force at the time. Payment is required on receipt of the invoice.

- 11.6 Where it is reasonable to assume a deceased will be in our care for more than two weeks, we reserve the right to charge you in advance for professional fees and storage fees at the rate in force at the time.

11.7 DIRECT CREMATION SERVICES

- 11.7.1 We will send you an invoice for the fees we have agreed with you, in our Quote, if you instruct us to carry out a direct cremation. We cannot start to make any arrangements for the direct cremation until payment is received in full.
- 11.7.2 It is our policy not to disclose the date, time and location of direct cremations. Please be aware that these details can change at short notice.
- 11.7.3 Delivery of ashes are included in the direct cremation package within the local area only. The local area is defined as that within 25 miles from where the deceased was collected by Fenix. If delivery is required outside the area or to another city, there will be an extra delivery charge for which you will be invoiced accordingly and must be paid before delivery is arranged.

BURIAL SERVICES

- 11.7.4 If you instruct us to arrange and pay for a burial plot on your behalf, we will confirm the cost with you and will include all expenses incurred in purchasing the plot in your Order and on your invoice.
- 11.7.5 Payment of the invoice must be made in full before we can arrange and pay for the burial plot on your behalf.
- 11.7.6 All burial plots must be arranged at least 8 working days before the funeral unless otherwise agreed.
- 11.6 We accept payment by Paypal or bank transfer. We do not accept payment by cheque or in cash.
- 11.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- 11.8 We reserve the right to cancel or postpone the funeral date if you do not pay the full amount due to us in accordance with clause 11.1, 11.2, 11.3, 11.4 and 11.5. You agree and acknowledge that additional storage charges for your loved one may be incurred if we need to cancel or postpone the funeral date.
- 11.9 If we have to bring legal action against you for failing to pay our charges under this clause 11, we may be able to recover our costs of bringing that legal action from you.



## **12 YOUR OBLIGATIONS**

You will ensure that all information provided to us is accurate and up-to-date.

## **13 NATURE OF THE FUNERAL SERVICES**

13.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The funeral services that we provide to you must be carried out with reasonable care and skill. In addition:

13.1.1 where the price has not been agreed upfront, the cost of the funeral services must be reasonable; and

13.1.2 where no time period has been agreed upfront for the provision of the funeral services, we must carry out the services within a reasonable time.

## **14 FUNERAL SERVICES NOT CARRIED OUT WITH REASONABLE CARE AND SKILL**

14.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

14.1.1 contact us using the contact details at the top of this page; or

14.1.2 visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

14.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

14.3 If you are unhappy with the services we have provided to you, please contact your Funeral Arranger or our Complaints Manager on the contact details at the top of these terms and conditions.

## **15 END OF THE CONTRACT**

15.1 We may, at any time, end this contract if:

15.1.1 you fail to honour your obligations under these terms;

15.1.2 we are required to terminate the contract by law (i.e. if the funeral services we are providing to you are found to be unlawful);

15.1.3 We are no longer providing the funeral services you have purchased.

15.2 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract, including any third party charges which we have paid or are committed to and payment will be subject to the following scale:



15.2.1 termination within 2 days of the due date for providing the funeral services; 100% of the charges will be payable;

15.2.2 termination within 7 days of the due date for providing the funeral services; 80% of the charges will be payable;

15.2.3 termination within 14 days of the due date for providing the funeral services; 50% of the charges will be payable.

15.3 If we end the contract for the reasons set out in paragraphs 15.1.1 to 15.1.3 we will reimburse to you all payments received from you less any amount to be paid for the funeral services we provided up to the time we terminated this contract.

## **16 LIMITATION ON OUR LIABILITY**

16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

16.1.1 losses that were not foreseeable to you and us when the contract was formed;

16.1.2 losses that were not caused by any breach of these terms and conditions on our part;

16.1.3 losses that were caused by you in breach of these terms and conditions;

16.1.4 business losses; or

16.1.5 losses to non-consumers.

16.2 The maximum amount that we are liable to pay for any losses, other than those as set out in clause 16.1, is £250,000.

## **17 THIRD PARTY RIGHTS**

No one other than a party to this contract has any right to enforce any term of this contract.

## **18 DISPUTES**

18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the funeral services we have provided or any other matter, please contact your Funeral Arranger or our Complaints Manager as soon as possible using the contact details set out at the top of this page.

18.2 Our **Complaint Handling Policy** can be accessed here [https://fenixfuneral.co.uk/pdf/Fenix\\_Complaints\\_Policy.pdf](https://fenixfuneral.co.uk/pdf/Fenix_Complaints_Policy.pdf).

18.3 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you can bring court proceedings against us. For advice in relation to this you can contact the Citizens Advice Bureau on the contact details at the top of these terms and conditions.



- 18.4 The laws of England and Wales apply to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.
- 18.5 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.