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**Section 1 – Definitions**

H. Noble:

H. Noble Funeral Directors Ltd. No. 1 Northdown Road, St. Peters, Broadstairs, Kent, CT10 2UL.

The Client:

You the undersigned

F.F.M.A.:

Funeral Furnishers Manufacturers Association

Fleet Vehicles:

Company cars, namely but not restricted to our Jaguar Daimler Hearse and Limousine

Funeral Options:

The type of funeral and subsequent standard charges and services that go with it, i.e. the Direct and or Customised Funeral.

Standard Charges:

The standard fees for our services in connection with carrying out the funeral

Cold Storage:

Refrigerated body & coffin storage cabinet

Children:

Anyone under, not including but not restricted to the age of 18. This age may differ for third parties

Funeral Related Activity:

Any matter relating to our products or services provided past, present and future.

Account:

The total cost of funeral related activity payable to H. Noble by the client.

Second Coffin (Direct Funeral):

A coffin we have rejected due to it being deemed unsuitable by our usual standards and having been returned to the manufacturer (or stored with us).

This type of coffin is used for the purpose of a direct funeral.

Open Coffin/ casket:

Viewing the deceased with the lid removed so you can physically see the deceased.

Closed Coffin/ casket:

Viewing the deceased however the coffin lid is fixed down and you can not physically see the deceased.

**Section 2 – Estimates and Expenses**

Our estimate will be sent and is an indication of the charges likely to be incurred on the basis of the information and details we know at the time of arrangement.

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 charges due will be laid out in the final account.

If you amend your instructions, we will require your written confirmation of the changes or a face to face consultation/ appointment or email. Estimates are in no way binding and are subject to change.

Expenses paid out due to damage to vehicles or property of H. Noble by you or in relation to funeral related activity being carried out for you may be charged to the funeral account.

If you are unable to pay the amount given on an estimate you must inform us to best help you amend it accordingly to avoid incurring debt.

**Section 3 – Payments**

The funeral account is due to be paid 30 days after the funeral date unless otherwise agreed by us in writing or if

we are passing the account on to a solicitor, bank or building society. Payments can be made by bank transfer, cheque, cash or card payment (accepted cards only).

Payments made before the funeral date will be granted a discount of £70.00.

**Section 4 – Late payment & Unpaid Accounts**

If you fail to make payment after the due day (30 days after the funeral) we will make a late payment charge of £125.00 and send a reminder letter. After 2 reminder letters we will pass the account on to our debt collection representative. We may recover debt incurred on us from taking action to settle the account from you.

**Section 5 – Indemnities**

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 obligation under these terms.

This means 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, we may also recover the fees incurred from you. We may claim those losses from you at any time and if we must take legal action the client will accept the costs for all legal fees on our part and settle them in full.

**Section 6 – Terminations**

We reserve the right to terminate our services if you fail to comply with these terms and conditions, if you are violent or aggressive to staff members on or off the premises or any other suitable reason authorised by a company director.

We are under no obligation to accept your termination of our services unless you confirm so in writing or email.

If H. Noble or the client terminate our services, you will still be liable for costs incurred.

**Section 7 – Cremated Remains**

It is the client's responsibility to ensure the lawful disposal of Cremated Remains.

It is the client's responsibility that while cremated remains are stored with H. Noble the client will at all times ensure that H. Noble has updated contact details including but not limited to telephone numbers, addresses and email to ensure they can still be contacted regarding the cremated remains left in our care. (See Section 13)

H. Noble will retain the cremated remains for as long as possible on behalf of the client as instructed. However, we reserve the right to return the cremated remains to the client or crematorium for scattering at any time with appropriate due notice. Cremated remains cannot be collected from H. Noble by anyone other than the client unless authorised by the client in writing first (signature of the client must be on the document matching the signature on this document). A copy of photo ID is required upon collection by anyone other than the client.

## **Section 8 – Coffins (carrying coffins and personal property)**

### Coffin availability:

Some coffins are not held in stock and there may be a delay whilst a selected coffin is delivered

### Coffin delivery:

Where it is required that a coffin will need to be delivered H. Noble it may be delayed in order to be added to an existing order to save incurring a delivery cost that would be passed on to you the client

### Coffin restrictions:

In some instances, coffin size requirements exceed that of our capability for the selected type. You will be advised of this and the coffin may be altered to a Carlton shaped coffin (see coffin brochure or website for details)

We do not supply cardboard coffins. The alternative is a MDF coffin with a cardboard shell

We will not supply a coffin that does not conform to the F.F.M.A.

You may not supply your own coffin as we cannot be sure it conforms to F.F.M.A. standards.

### Coffin specifications:

Coffins may vary in colour and specifications from that shown online and in a brochure.

### Handmade coffins:

Handmade coffins are made to order and will delay any viewing process or possibly the funeral. In this instance you will be advised at the earliest possibility.

### Second Coffins:

These coffins are never used (a deceased placed in them) and then re-used.

These coffins differ in style and design each time.

In the instance when we do not have any in stock, we will have one sent from our manufacturer and this will add an additional £ 10.00\* delivery fee.

\*Approximately

Coffins are repaired to the best of our ability for use.

The coffin is still authorised to the required F.F.M.A. (funeral furnishings manufacturers association) standards and is still suitable for burial or cremation.

Some examples of damages or reasons for rejection could be:

Damaged mouldings

Off centre or non-symmetrical wood grain in solid wood coffins

Incorrect handles

Incorrect moulding types

Incorrect bespoke coffin specifications

Incorrect coffin lining

### Carrying the coffin:

Family members or friends (anyone other than staff of H. Noble employed to carry coffins) are permitted to carry the coffin. The only instance H. Noble will not allow anyone to carry the coffin is if it may cause damage to the coffin/ deceased or compromise the safety of others carrying the coffin.

These instances may include but are not restricted to the following;

Intoxicated or under the influence of drugs medicinal or recreational both legal and illegal or that our staff consider an individual may cause damage or otherwise even without evidence.

### Responsibility:

The coffin and its contents are the responsibility of H. Noble until it is transferred in to the care of a third party such as hospital or burial/ cremation authority.

### Personal Property:

Personal property brought in to our care may be removed from the deceased and stored separately to prevent damage when the deceased is being stored in cold storage.

Personal property such as jewellery will be removed from the deceased and stored in the safe while the deceased is not in secure cold storage. Jewellery is always removed for cremation and we will not cremate jewellery. In the instance it is requested we will place items in with cremated remains after the cremation process.

Jewellery can be buried with the deceased, but each item will need to be listed and signed for prior to the burial taking place. Should you change your mind on this at any time you will be liable for exhumation costs to recover the items.

## **Section 9 – Public Health and Embalming**

We have a duty to you as our client and our staff to be particularly careful with the handling and viewing of deceased persons including but not limited to whether or not an infectious disease is known.

We therefore adhere strictly to the guidelines of the Health and Safety Executive and internal policy on the management and care of the viewing and handling of the deceased.

Embalming is carried out with your permission only.

Items stored with the deceased in cold storage, coffin or otherwise located on their person and becomes soiled will not be returned to you the client as a matter of Public Health due to the risk of possible infection.

All clinical waste is destroyed in accordance with the law.

Although best effort is made to clean jewellery before it is returned to the client it is recommended that you clean the items as well before use.

Although we will advise on viewing in some instances we will refuse, this is done in guidance with the H.M.

Coroner's Office, the health and safety executive and company policy, usually in the event of risk to public health.

We will always ensure the deceased is pre-pared for the funeral appropriately regardless of whether anyone is viewing the deceased. The deceased

are always cleaned and dressed before being encoffined.

H. Noble will not be held responsible for natural deterioration of the deceased or any other method of decomposition or change out of our control.

All deceased are cared for with the highest respect and standards. All cultures and religious rites are respected and implemented where necessary.

Viewings are by appointment only and anyone other than the client must be given permission by the client via H. Noble to be allowed to view the deceased.

Viewings can be open or closed coffin/casket.

H. Noble can advise you on the deceased condition, but the decision is entirely up to the client. If the client views the deceased and they are not happy with the condition of the deceased in relation to deterioration or changes to their condition due their passing, this is not the responsibility of H. Noble, nor can H. Noble be held responsible for any trauma, upset or short term/long-lasting mental health problems caused. If we advise against viewing and you insist despite our advice you will be required to sign a waiver of responsibility for H. Noble for any trauma, upset or short term/long-lasting mental health problems caused.

## **Section 10 – Funeral Services and Dates**

Private Funeral Services- Funerals are public events usually held in public places and therefore we cannot restrict anyone attending. However, we can where and only when requested restrict the information we give to members of the public who enquire with us of the funeral date and time. We do not give out personal data. We will not pass on your personal data information to members of the public (see section 12)

All dates and times provided on estimate or before we have all necessary statutory paperwork are not guaranteed.

Although we will endeavour to provide a prompt and efficient service to you some parts of the process of arranging funerals and funeral related activity where because of circumstances out of

our control (weather, medical papers, doctors, registrars, coroners etc.) 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 to us by you the client or any third party. We are not liable for any costs or fees incurred or wrong doing for the aforementioned delays when carrying out funeral related activity.

## **Section 11 – Right to Cancel,**

**Cancellation of Services and Transfer of Services**

As per consumer contracts regulations, when you enter this contract with us you are entitled to cancel the contact within 14 days.

If you wish to do so you must sign below and return this document to us. A confirmation of cancellation will then be drawn up to confirm this along with an account for any services carried out during the contract period. Where the deceased is to be transferred out of our care you are liable for any costs involved while the deceased was in our care and responsible for settling the account.

## **Section 12 – Data Protection**

Data Protection Act 2018/ General Data Protection Regulation (replacing the Data Protection Act 1998)

H. Noble Funeral Directors will hold personal data for the use of funeral related purposes only.

We will only pass on your details to third parties that will assist with this purpose.

Where requested by a court in the United Kingdom we will pass on personal data to them.

Your personal data and data relating to the deceased will be kept secure both electronically and physically.

Data required to be destroyed will be so in line with the timelines set out in the Data Protection Regulation or other relevant Act of law.

Data relating to historical referencing of funeral files will not be redacted or destroyed automatically unless requested otherwise.

Your details will not be passed on with the intention of marketing purposes.

We will not use your details for our marketing purposes.

Communications by but not limited to email telephone and in writing are for

the purpose of arranging and carrying out the funeral and funeral related activity.

## **Section 13 – Client Responsibility**

I the client confirm I am the person with responsibility for the lawful disposal of the deceased's remains.

I confirm by nominating H. Noble I am not transferring responsibility of lawful disposal to them.

It is the responsibility of the client to pay the account unless agreed otherwise in writing by H. Noble.

It is the client's responsibility to ensure the lawful disposal of Cremated Remains.

It is the client's responsibility that while cremated remains are stored with H. Noble the client will at all times ensure that H. Noble has updated contact details including but not limited to telephone numbers, addresses and email to ensure they can still be contacted regarding the cremated remains left in our care.

## **Section 14 – Funeral Options**

H. Noble Funeral Directors Ltd. Offers 2 types of funeral plans.

- 1) Customised Funeral
- 2) Direct Funeral

Each plan has a separate additional terms and conditions specific to that plan with certain restrictions and options. The terms for these are laid out in sections 15 & 16 of this document or on the funeral option agreement.

Alterations to the funeral option or changing to a different funeral option once one is signed for and started starts a new contract.

Options are not interchangeable without approval from the funeral director.

H. Noble Funeral Directors reserves the right to downgrade or upgrade a funeral option without notice.

The client cannot upgrade or downgrade a funeral option without consent of H. Noble Funeral Directors Ltd.

## **Section 15 – Customised Funeral**

A customised funeral is one of the two funeral options.

The customised funeral options has less restrictions and offers more than a direct funeral.

The customised funeral cannot be downgraded without consent of H. Noble Funeral Directors Ltd.

Our Standard fees for a Bespoke Funerals, Cremation or Burial include:  
*Removal of the deceased to our premises during normal office hours*  
*Provision of removal vehicle*  
*Provision of Staff for removal*  
*Supplying a hearse form our premises to the Thanet Crematorium, Margate or Ramsgate Cemetery*  
*Provision of necessary staff for the funeral*

*Use of our mortuary facilities and over all care of the deceased*  
*Professional Services including arranging and conducting the funeral within the Thanet Area*  
*Standard Column Boxed Notice - Isle of Thanet Gazette (The Notice is a complimentary notice from us free of charge)*

To this must be added the fees for cremation or burial, any service or ministers' charges and fees. Choice of any coffin (see section 8) Choice of any date or time (see section 10) Orders of Service/ funeral stationary Option of Limousines.

**Section 16- Direct Funeral**

A direct funeral is a simple funeral without a funeral service

Some crematoriums may not permit you to attend a direct cremation Our Standard fees for a Direct Cremation or Burial include but are not limited to:

*Removal of the deceased to our premises during normal office hours*  
*Provision of removal vehicle*  
*Provision of Staff for removal*  
*Supplying a hearse form our premises to the Thanet Crematorium, Margate or Ramsgate Cemetery*  
*Provision of necessary staff for the funeral*

*Use of our mortuary facilities and over all care of the deceased*  
*Professional Services*

*including arranging and conducting the funeral within the Thanet Area*  
 To this must be added the fees for cremation or burial. Dates are booked by us when convenient, times are usually 09:00 or 09:30 in the morning. The Standard Coffin or a seconds coffin only (see section 8). We will always use the hearse rather than using a van. We always take the coffin in the front door of the crematorium as we would for anyone else and we always use a respectful coffin which is

carried in by four of our bearers (Health and Safety is taken in to account on this matter and where applicable a trolley may have to be used.)

**Section 17 – Children**

Children’s funerals are not subject to the same standard charges as Direct or Customised funeral options.

Some third parties may classify children as something different to our definition of those under but not including the age of 18 years.

Some fees and charges on behalf of H. Noble may be waived in the instance of providing services for a child’s funeral.

**Section 18 – Hearses, Horse Drawn Hearses & Limousines**

In the instance where our fleet vehicles are out of service or otherwise in use and subsequently not available for the funeral you will be substituted vehicles that may differ in make and model at no extra expense.

H. Noble accepts no responsibility for any issues due to the natural complications arising from using a Horse Drawn Hearse.

Lateness, delay, complications, injury or death on funerals due to or indirectly arising from the use of Horses is not the responsibility of H. Noble Funeral Directors.

**Section 19 – Agreement and Confirmation**

Your signing of this document and continued instruction will amount to your continuing acceptance of these terms and conditions. Any wavering or variation of these terms and conditions is not binding until confirmed in writing by a company director or manager.

Your instructions will not create and right enforceable (by virtue of the contract right 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 part or parts of this document and its terms/ conditions and would be enforceable as amended. Nothing in these terms and conditions restricts or limits our liability for death or injury. English Law is applicable to any contract made under these terms and this document itself.

The English and Welsh courts have non-exclusive jurisdiction.

**By signing this document, I confirm that I am the person with authority and the legal responsibility for the safe and correct disposal of the deceased stated on this document; I further confirm there is no one else who has objected to any cremation or any person or persons who have not been informed of any proposed cremation. I also confirm that there is no one else to my absolute knowledge who should be arranging this funeral instead of me.**

**This contract signed by me (as stated below) consisting of 4 pages is in the knowledge that I am the client and applicant for the lawful disposal of the deceased’s remains. I further confirm I have read and understand the above stated terms and confirm my consent to there purposes and instruct H. Noble to carry out relevant Funeral Related Activities as instructed.**

X \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Cancellation of Services  
 Please see section 11

X \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

*By signing above, I wish to cancel this contract, I further understand I will be liable for any charges for services carried out during this contract period.*