

The Funeral Market

At Need Terms and Conditions

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Welcome

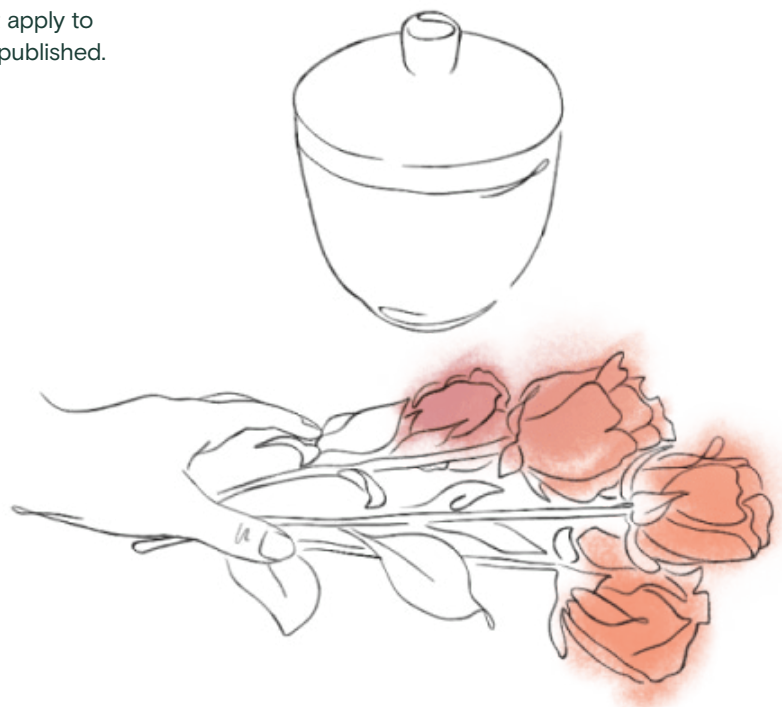
This document sets out the terms and conditions that apply when you appoint The Funeral Market Limited to provide funeral packages. Together this booklet and our paperwork confirming your details that you sign, make up your agreement with us. The Funeral Market Limited is a subsidiary company of Plan with Grace Limited, which in turn trades as With Grace.

1. Introduction

1.1. These Terms and Conditions (“Terms”) are an agreement between The Funeral Market Limited, a company registered in England and Wales (registration number 10717084), located at Brewery House, 4 Castle Street, Buckingham, MK18 1BS (referred to here as the “Company”, “we” or “us”) and all customers interested in purchasing services offered on <https://thefuneralmarket.com> (the “Website”) (referred to here as “Customer”, “Client”, “you” or “your”).

1.2. Since these Terms impose certain legal obligations on you, it is important that you read them carefully before proceeding with the purchase process. By purchasing the funeral services, you have chosen, whether online, over the phone, or through another method, you consent to be bound by the terms and conditions outlined below. These Terms will be permanently accessible on the Website, so you can access, print, download and save these Terms at any time.

1.3. These Terms are subject to change by the Company at any time, without prior notice. We will make commercially reasonable efforts to include notices of any such updates or modifications on the Website. Any changes that are made to these Terms will not apply retroactively and will not apply to a dispute or event occurring before the change is published.



2. Definitions

2.1. Words and phrases in these Terms which begin with capital letters have the meanings set out in this clause.

“Agreement” means the contract between the Client and us to provide the Funeral Arrangements as set out in these Terms and all other documentation related there to.

“Cancellation Notice” means a notice served on us by you to cease work in relation to the provision of the Funeral Arrangements required. You may cancel this Agreement with us by submitting a Cancellation Notice to us in accordance with clause 9.1.

“Collection Point” means the place notified to us as the place from which the Deceased is to be collected.

“Deceased” means the person who has passed away.

“Deposit” means a part payment of the Price paid by the Client when they accept the Quote prior to any Funeral Arrangements being made.

“Funeral Arrangements” means all actions, consultations and other assistance taken by the Company covering the entire range of the agreed Services for the funeral provision in accordance with the Agreement between us and the Client.

“Funeral Date” means the date upon which the agreed Services are provided.

“Invoice” means the document recording the full Price of the Funeral Arrangements and showing the Deposit paid and the outstanding balance (if any). This document is issued when the Client has paid in full or paid the Deposit.

“Order Confirmation” means the document confirming the Funeral Arrangements, and details information about the Deceased and the Client, and lists the Services required by the Client and the total price thereof. This document is issued when the Client has paid the Deposit.

“Packages” means different sets of services offered on our Website for a particular cremation or burial.

“Price” means the total cost of the Funeral Arrangements agreed between us and the Client set out in the Quote and on the Invoice.

“Quote” means documentation of the Funeral Arrangements and the Services required by the Client and the Price thereof. The Quote is sent to the Client by email after the Client has appointed us to arrange a funeral.

“Services” means any of the services offered on our Website that we have agreed to provide to you in accordance with the Agreement including all additional products and services required by the Client and not offered on our Website (if applicable).

“Third Party or Parties” means any individual or organization involved in the funeral process and providing any Services requested by you and agreed in the Quote and in the Order Confirmation in accordance with the Agreement.

“Terms” means these Terms and Conditions as amended from time to time.

“UK” means United Kingdom.

“VAT” means Value Added Tax.



3. Funeral Arrangements and Services

3.1. The Company is a UK online funeral director and only provides funeral arrangements in the covered areas which are England, Scotland, and Wales.

3.2. When you appoint us to arrange a funeral, you enter into a legal agreement with us for provision of the services offered on our Website comprised of the Quote, a brochure describing the Services you have chosen, an Invoice, an Order Confirmation, and these Terms.

3.3. The Company offers you a different types of Packages so you can choose which one satisfies your demands and needs. Please note that all images of Packages on our Website are for illustrative purposes only. The cost of Packages we offer does not cover the costs of repatriation.

3.4. When you appoint us to arrange a funeral, you are provided with your own personal funeral planner who will ensure all of your requirements are met and the funeral type you have chosen is carried out to your exact wishes.

3.5. We may provide the Services you have chosen ourselves or contract out all or part of the Services to a Third Party.

3.6. By entering into this Agreement, you state and confirm that:

3.6.1. You are over 18 years old and have authority to make the Funeral Arrangements for the cremation or burial of the Deceased.

3.6.2. You are responsible for all payments for the Funeral Arrangements we have agreed.

3.6.3. You are responsible for registering the death of the Deceased in the district where the death has occurred.

3.6.4. You are not aware of any disagreement relating to the Funeral Arrangements being provided for the Deceased.



3.7. We have no means of independently establishing who has the legal right to arrange a particular funeral and we will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, an executor of the estate or that they are acting on the instructions of those persons. Throughout these Terms this person is the Client.

If there's any claim made against us as a result of you not having authority to enter into this Agreement and/or the Funeral Arrangements being provided then you will repay us in full for any losses, damages or costs and expenses that we suffer as a result. Any such payment to be made within 30 days of our request.

3.8. As soon as you confirm to us your intent to purchase the Funeral Arrangements, we will send you by email (if you have provided us with your email address) the Quote setting out all the details of the chosen Services. On accepting the Quote, you may pay the appropriate Deposit (if not paying in full) and you will then receive the Company's brochure describing the Services you have chosen, an Invoice and an Order Confirmation.

3.9. Until you have entered into the Agreement and made payment in full, all information with respect to date and time for the Services you require is estimated and cannot be guaranteed. Our obligation to provide of the Services at the date and time you have requested will only be settled when we have received your payment in full.

3.10. The Funeral Arrangements will be provided by us as detailed in the Quote and in the Order Confirmation that confirm what Services are included. Purchase of additional services thereafter, whatever they may be, are not included in the provision of the Agreement.

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 alternatives.

3.11. Please be aware if any changes are made to the Services before or at the Funeral Date, further charges may be applied.

4. Price and Payments

4.1. Prices of all services we offer are calculated by the Company and specified on our Website.

4.2. The total Price the Client needs to pay for the Funeral Arrangements is the total cost of Services, including all additional products and services required by the Client and not offered on our Website (if any), as set out in the Quote and in the Order Confirmation and agreed between us and the Client.

4.3. By entering into the Agreement, you confirm that you are responsible for paying us the Price set out in the Order Confirmation and on the Invoice. We may charge you for any reasonable costs and expenses incurred by us as a result of your failure to pay the agreed Price as they fall due.

4.4. Payment can either be made in full within 3 working days from the day upon which the Client has received the Quote, or the Client can pay a Deposit of £500 for a cremation or £1000 for a burial.

4.5. If the Client has paid a Deposit the outstanding balance must be paid at least 5 working days before the Funeral Date. The outstanding balance is the total amount due, as set out in the Quote and on the Invoice, less the Deposit paid.

4.6. Payment can be made by debit or credit card (Visa or MasterCard), by cheques or by bank transfer. We do not accept cash, American Express, Bitcoin or any other method of payment.

4.7. In cases where Third Parties such as with Ministers, Cemeteries, Crematoria, Organists etc. are involved in the Funeral Arrangements, the Third Parties charge us for their services, and we then charge that cost to you as part of the Price.

4.8. We will charge you separately for additional expenses that we incur if you request Services that are not included in the Quote and in the Order Confirmation. Such disbursements paid for on your behalf will be charged at cost plus VAT (if applicable). Entering into the Agreement you authorise the Company to incur such disbursements as it considers necessary to comply with the wishes and instructions you provided to us.

4.9. All fees, charges and disbursements will be subject to VAT (or exempt from VAT) in accordance with VAT regulations. If you do not pay any applicable VAT, this may affect our ability to deliver the Services you have chosen.

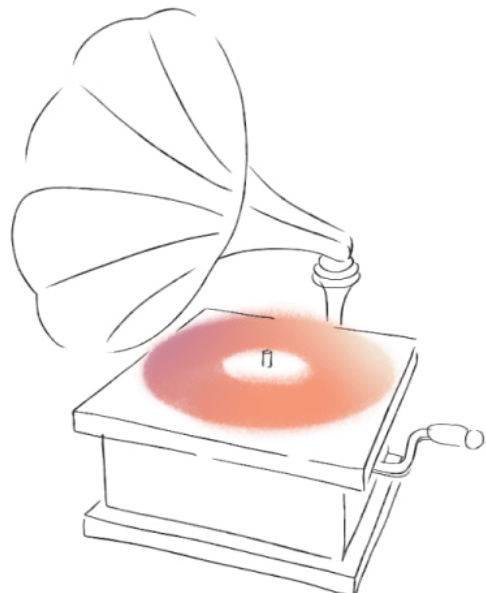
5. Additional features of the Deceased

5.1. The Company, usually, unaware of the size of the Deceased at the time the funeral is being arranged. The prices quoted, and availability of the Services assumes that the size of the Deceased falls below certain reasonable limits; for example, the height of the Deceased is less than 190cm. Once known, we will take account of the size of the Deceased (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, for each hearse, for each grave and for each crematorium.

To conform to the Manual Handling Regulations 1992 a risk assessment is carried out before each movement of the coffin. Where this indicates there is or could be an unacceptable avoidable risk, then either the coffin will be moved on a wheeled bier or arrangement for additional staff may be required or both. Where the size exceeds any of the limits, we may, at our absolute discretion, authorise provision of additional staff, transport and equipment and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the Services and any additional costs involved in these changes are payable by you within 5 working days of a request by the Company.

5.2 Removal of pacemaker, prosthetic/artificial limbs, or other non-human items, from the Deceased, may incur additional cost; payment of which is payable by you within 5 working days of a request by the Company.

5.3. To avoid the risk of loss or damage to jewellery, money, or other personal items of the Deceased, we advise that any such items are removed before collection. If you decide to leave them then you will be doing so at your own risk. We will let you know what items are with the Deceased and you may collect them within 14 working days from the day you have received the notification from us, but not later than 14 working days after the Funeral Date. If items remain uncollected after appointed time, we will dispose of them and will not be responsible for them.



6. Cancellation and Changes

6.1. You have the right to cancel this Agreement without giving any reason at any time by submitting a Cancellation Notice to us in writing, by telephone or by email in accordance with clause 9.1. We will write to you to acknowledge receipt of your Cancellation Notice.

6.2. If you wish to cancel the Funeral Arrangements, you have the right to receive a full refund of any amounts paid to us if we have not yet provided any services.

6.3. We will charge you £300 if we have collected the Deceased and have not made any other Funeral Arrangements. If we have collected the Deceased and have made other Funeral Arrangements, we will charge you the cost of those Services, that we have already provided and paid for on your behalf.

6.4. You are not able to cancel this Agreement with us on the Funeral Date or if the Services you have chosen, have been fully performed.

6.5. We may cancel this Agreement and do not have any obligation to provide the Funeral Arrangements at any time by giving you written notice if you:

- (1) have not paid for the Services in full in time (within 5 working days before the Funeral Arrangements); or
- (2) have not provided any information we have requested; or
- (3) breach this Agreement in any other material way and you fail to remedy such breach within 5 working days of us notifying you of the breach or do not correct the situation within 5 working days of us asking you to do so in writing, or by email.

6.6. If the Services becomes impossible to perform because of any unforeseen circumstances or due to any cause outside of our control (for example war, terrorism, riot), we may cancel or suspend the Agreement or the part of it that is impossible to perform by giving notice to you in writing, or by email.

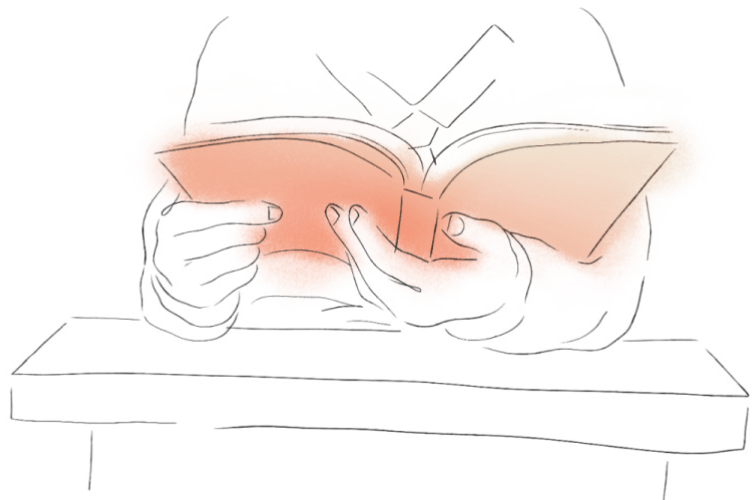
6.7. If we decide to cancel this Agreement, we will give you back the money paid, less any costs incurred by us as described in clause 6.3.

6.8. If cancellation is requested, we will refund all the money you have paid (less any costs incurred by us as described in clause 6.3.) within 28 days of us receiving notification of cancellation. We will make the reimbursement using the same method of payment you used for the initial transaction unless you have expressly agreed otherwise.

6.9. Once the Agreement between us is cancelled, we will have no further obligation to fulfil Services you have chosen.

6.10. We reserve the right to levy a further fee (details of which are published on our Website as updated from time to time) to implement any change you have requested to the Services. Full details of our fees can be found on our Website.

6.11. We may implement minor adjustments and improvements in the Services you have chosen without your consent if the total Price for the Funeral Arrangements we have agreed to provide remains the same.



7. Personal Information, Data Protection and Confidentiality

7.1. We will only use and process the personal information that you provide to us to:

- (1) provide you with the Services you have chosen;
- (2) process your payment of the fees; and
- (3) inform you about changes to this Agreement and the Services.

7.2. In compliance with the General Data Protection Regulation (“GDPR”) and the Data Protection Act 2018, we will always act responsibly with your data.

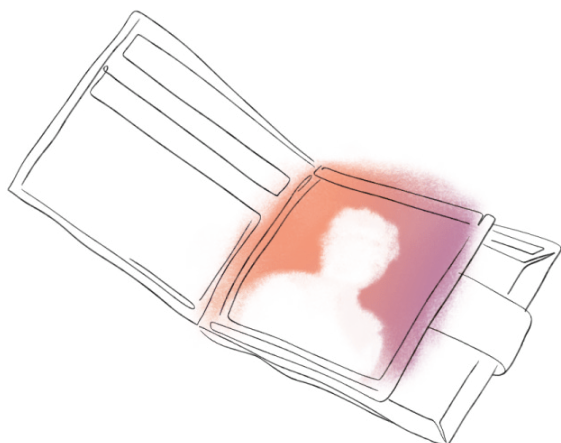
7.3. In accordance with GDPR your information will be stored and processed in computerised form, and will include your name, address, contact details such as telephone numbers or email address.

7.4. We will process your personal data in accordance with the applicable data protection law and on the legal basis that is necessary to set-up, administer and carry out this Agreement, and for business management purposes. We will not give your information to any third party except to provide such information to Third Parties who provide Services to you in accordance with this Agreement or as required to do so by law or regulation.

7.5. You must not knowingly provide us with incorrect information. If you do, we reserve our right to cancel this Agreement and return your payments (including any deposit, less any costs incurred by us as described in clause 6.3.).

7.6. You can withdraw your consent to us holding your data, but this may mean we are unable to carry out the Funeral Arrangements. For further information on how we may use the personal information you provide to us and manage data responsibly, please refer to our Privacy Policy at our Website.

7.7. The Company will keep information that you supply to us in strict confidence unless you instruct us to disclose that information or it is already in the public domain or if we, in good faith, consider disclosure to be required by law or the rules of any government, regulatory or professional body.



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8. Responsibility, Questions, and Complaints

8.1. We are only responsible for those parts of the Funeral Arrangements that we perform ourselves. We make all other necessary arrangements with Third Parties, such as with Ministers, Cemeteries, Crematoria, Organists etc., on behalf of Clients. Accordingly, the Third Parties involved (and not us) are responsible to the Client for the provision of those services.

8.2. We will have no liability for any Third Party Services delivered by any Third Party.

8.3. Please note that the Company will not under any circumstances be liable to the Client for any losses, claims or requirements of whatever nature caused by the acts, omissions, or failure of any Third Party.

8.4. We are not responsible for acts outside our reasonable control. We are not responsible for any loss or damage that is not foreseeable. The following events shall be regarded as examples of causes beyond our reasonable control but shall not act to limit the general nature of this clause: Acts of God, explosion, flood, tempest, fire, accident, civil disturbance, war, restrictions, regulations, prohibitions, or measure of any kind on the part of any governmental, parliamentary, or local authority.

8.5. 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 or the Agreement.

8.6. The maximum aggregate liability of us to the Client, for any direct or indirect losses arising out of one or a series of linked events or omissions shall be limited to the Price of the Funeral Arrangements we provided you under the Agreement between us.

8.7. If you have any questions or complaints about these Terms, the Agreement, the Funeral Arrangements, the Services, or anything else about the services you receive from us, please contact our customer service team immediately in accordance with clause 9.1.

8.8. We will acknowledge your complaint as soon as possible, and no later than 3 working days following receipt. We will use all reasonable endeavours to ensure that it is dealt with as quickly as possible. If the matter is resolved with your agreement within the timeframe, we will provide a summary resolution communication confirming that the complaint has been resolved. Otherwise, we will investigate the complaint and provide you with our final response as soon as possible thereafter. We have a maximum of 8 weeks to investigate the complaint and provide a final response, but we aim to respond much sooner than this wherever possible.

9. How to contact us

9.1. If you have any questions, requests, misunderstandings, or complaints about the Services, the Funeral Arrangements, the Agreement, these Terms, or other queries regarding the Company, please contact us immediately:

(1) by emailing our customer service team at info@thefuneralmarket.com; or

(2) by telephone **0800 689 1060**; or

(3) by post to

**The Funeral Market Limited,
Brewery House, 4 Castle Street,
Buckingham, MK18 1BS.**



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10. General terms

10.1. The Funeral Market Limited is a subsidiary of Plan with Grace Limited. The Funeral Market Limited is not regulated by the Financial Conduct Authority.

10.2. This Agreement is a legal contract between you and us and it supersedes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to the subject matter.

10.3. At present, in the United Kingdom, the costs of providing a funeral are not subject to Value Added Tax (VAT). If VAT becomes payable on funeral expenses, we reserve the right to recover this cost from you.

10.4. Anything which is not documented in writing in these Terms will not be effective. If there is any ambiguity between these Terms and other documents related to the Funeral Arrangements, the terms set out in these Terms take precedence over the others.

10.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that anything in these Terms is invalid or unenforceable, these Terms will be interpreted as if that part were modified to make it valid and enforceable or deleted, and the rest shall remain in force.

10.6. These Terms and the Funeral Arrangements are governed by English law. Any claims or disputes relating to the Funeral Arrangements will be adjudicated in the Courts of England and Wales.

10.7. Any failure to exercise or delay in enforcing our rights (such as our right to cancel the Agreement in the event of unpaid instalments), will not restrict our rights to do so, and a waiver of any such rights or of any breach of any term will not be deemed to be a waiver of any other right or any other later breach.

10.8. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later.

10.9. These Terms and Conditions apply to any Agreement entered into from 30st June 2023 and thereafter.

