## Terms and conditions

## **Funerals**

These terms and conditions apply to the funeral arrangements you have requested from us.

- 1. Responsibility for arrangements: Clients are personally responsible for ensuring that they are legally entitled to make the funeral arrangements. We can only accept instructions from (or on behalf of) a single client in relation to each funeral arrangement. Where there is more than one prospective client, we will make all parties aware that we can only accept one person to act as our client and they must be legally entitled to make the arrangements.
- 2. Purchasing decisions: We encourage you to take the time to make a purchasing decision before agreeing to a particular level of service. You may wish to discuss your purchasing decisions with family and friends before entering into a contractual agreement with Lincolnshire Co-op. This final purchasing decision can be made away from the funeral home.
- 3. Payments: We request the deposit, which is comprised of the disbursements (fees paid on your behalf) within 48 hours after the arrangement interview. Payments may be made by cash, cheque, BACS or credit/debit cards. Failure to meet this request may result in a postponement of the funeral. We reserve the right to demand full payment of all funeral costs in advance of the funeral, in certain circumstances. Our final invoice is sent to you after the funeral has been conducted. We require full payment of our invoice within 30 days of the invoice date.
- 4. Interest: If our invoice is not paid as mentioned above, we may charge interest of 2% above the bank base rate per annum from the date of the invoice until payment is received. If the invoice remains outstanding, we may transfer your debt to another company for collection. If we do this it will be pursuant to a deed of assignment between us and the other company and this clause is notice to you of that assignment.
- 5. Funeral dividend: Please see separate terms and conditions specific to funeral dividend printed below.
- **6. Care of the Deceased:** We will advise you in advance if the deceased has to be moved to alternative premises for any purpose related to their care or at the request of the coroner. We will keep you informed of the precise location of the deceased.
- 7. Complaints: One of the ways in which we can continue to improve our services is by listening to and responding positively to the views of our clients and other stakeholders, including their concerns and complaints about our services or invoicing. This also includes complaints made about the services of a third-party sub-contractor operating on or for our behalf.

To view our complaints procedure please go to our website *lincolnshire.coop/funeral/complaints* or your copy of the Funeral Arrangement form.

## Funeral dividend

- 1. Funeral dividend is awarded to a member of Lincolnshire Co-operative Limited (the Society) upon full payment of a funeral (atneed) or a Funeral Plan (pre-need) when arranged through the Society which is not cancelled within 30 days.
- 2. Funeral dividend is only issued to the applicant (client) if he/she is a member of the Society at the time funeral arrangements are made or a Funeral Plan is purchased.
- 3. Where the applicant is not a member of the Society but the deceased was a member at the date of death, an equivalent discount will be applied to the funeral invoice. This will only apply where the client is not a member.
- **4.** Funeral dividend is issued at 5% of qualifying purchases and is based on the funeral director charges only (i.e. excluding disbursements).
- 5. The membership number of the applicant or deceased must be submitted to the funeral director before the date of the funeral in order to qualify. Funeral dividend cannot be claimed retrospectively.
- 6. Where a Funeral Plan was purchased from Lincolnshire Co-operative Funeral Services prior to 1st April 2009, Funeral dividend will be issued in accordance with these conditions upon the death of the plan holder.
- 7. Where a Funeral Plan was purchased from Lincolnshire Co-operative Funeral Services on or after 1st April 2009, Funeral Dividend is issued when full payment is received for the plan and will not be paid again at the time of death.
- **8**. Upon cancellation of a Funeral Plan, the value of any funeral dividend issued and a cancellation fee will be deducted before refunding the amount paid. (Please refer to the Funeral Plan terms and conditions).
- 9. Funeral dividend will not be issued to any person other than the applicant.
- 10. Funeral dividend will only be issued if the invoice is settled within 30 days of the date of the funeral.
- 11. The Society reserves the right to reclaim any dividend issued to members in error regardless of whether the error is on the part of the Society or the member.
- 12. Where Lincolnshire Co-operative Funeral Services are requested to conduct the funeral of a person who had purchased a Funeral Plan from any organisation other than Lincolnshire Co-operative, Funeral dividend will not be paid.
- 13. If the funeral of a Lincolnshire Co-operative Planholder is conducted by any other Society or funeral service provider, the value of any Funeral dividend issued will be deducted before releasing funds to the conducting society/company.
- 14. In instructing Lincolnshire Co-operative in the provision of funeral services, the applicant agrees to be bound by these conditions.