

TERMS AND CONDITIONS

1. Definitions

"the Firm" means Tovey Bros. of 9/11 Cardiff Road, Newport, South Wales NP20 2EH.

"the Client" means the person or persons contracting with the Firm for the provision of the Service.

"the Service" means the provision by the Firm of the services set out overleaf.

2. Acceptance of Terms

- All orders by the Client for the Service shall be subject to these Terms and Conditions to the exclusion of all other prior terms and all representations whether in writing or otherwise.
- Estimates provided to the Client are not binding unless accepted by the Client and confirmed in writing by the Firm.

3. Prices

Certain items of Services are or may become subject to value added tax at the prevailing rate as at the date of invoice. Where this is the case the Firm shall be entitled to charge the Client such VAT.

4. Payment

- The Firm reserves the right to request a deposit prior to the day of the funeral. This may be equivalent to either the estimated full invoice amount, the estimated disbursements, the estimated balance due after expected D.S.S. payment or any other figure that Tovey Bros. deems appropriate. Failure to pay the agreed deposit prior to the day of the funeral may result in the funeral having to be cancelled.
- Unless otherwise agreed in writing by the Firm, payment of the invoice balance is due not later than 30 days from the date of the final invoice.
- The Firm shall reserve the right to charge interest on the late payment of invoices at the rate of 1.5% above the base lending rate from time to time of the Lloyds T.S.B. Bank Plc from the due date for payment up to and including the date of the actual payment.
- The Firm shall reserve the right to charge legal fees and collection charges resulting from the enforcement of a debt.

5. Disbursements

The Firm will act as agent for the Client in respect of disbursements and is authorised by the Client to pay any such disbursements as they arise on behalf of and in the name of the Client.

The liability to pay the disbursements not settled by the Firm will remain with the Client. The Firm will accept no liability for any loss, damage, expense or inconvenience of whatever nature arising from incorrect implementation of such orders by a third party. The Firm may disclose to these third parties whatever information it considers appropriate and will not be liable under the terms hereof for any misuse or inappropriate use of this information. The Firm may receive commission from third parties.

6. Delay

The Firm shall not be liable for any delay or for the consequences of any delay in the performance of all or any part of the Service if such delay is due to any cause whatsoever beyond its reasonable control and the Firm shall be entitled to a reasonable extension of time for providing the Service. Where this is not possible either party may terminate this Agreement subject only to the payment by the Client for that part of the Service carried out prior to such termination.

7. Personal Effects

It is the responsibility of the personal representative to give instructions in reasonable time before the funeral with regard to the personal effects of the deceased without which we cannot accept any liability for loss. In order to ensure their safe return we request that they be collected prior to the day of the funeral.

8. DSS Claim

The Client shall inform the Firm of any DSS Claim or their intention to make such a claim in respect of the Service.

9. Joint and Several Liability

Where the Client comprises one or more persons then their liability under the Terms and Conditions shall be on a joint and several basis.

10. Embalming

The Firm employs qualified embalming staff and it is the Firm's policy to provide whatever level of hygienic treatment is necessary in its professional judgement. In many cases, embalming is undertaken and in these circumstances, no additional charge is made.

11. Family Bearers

It is the responsibility of the family to ensure that bearers arranged by themselves are physically able to perform the task and that they be aware of and accept the risks involved. Our staff can provide some guidance, but cannot be held liable for any injury resulting from bearing, which is undertaken entirely at the individual's own risk.

An Independent Family
Concern since 1860

A, H & J Tovey
(Humphrey P Tovey James F P Tovey)



TOVEYBROS
FUNERAL DIRECTORS

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