

Poppy's

Terms and Conditions

Thank you for choosing Poppy's to arrange this funeral. We will work hard to deliver the funeral that is right for you and your person, as smoothly as possible.

This document details our terms and conditions, which we are required to issue with regards the terms on which we are providing our services to you. We believe in plain language and straight talking, so we have summarised the key parts of the terms and conditions below.

It doesn't replace reading the whole document — it simply highlights the most important points.

Poppy's terms and conditions — key points

- We work on the basis that you have the right to arrange the funeral of the person who has died. This means that you have agreed with other relatives and anyone else with rights about the type of funeral that you're arranging.
- You are fully responsible for all costs attached to the funeral that you ask us to arrange.
- We must receive payment for that funeral in full, three working days before the date of the funeral.
- If you're applying for funds from the government or other sources, and if they don't give you funding or only fund part of the funeral, you will still be responsible for paying the full amount.
- Legislation allows you to cancel a contract within 14 days. However, you may ask us to arrange a funeral more quickly than this would allow. Therefore, you need to agree for us to start work immediately. You will be liable for any costs that we incur on your behalf should you decide to cancel.
- We'll hold your personal data safely, in line with our data privacy policy.

What do I need to do next?

- Please read the following terms and conditions in full.
- Contact our team if there is anything you are unsure about. We're happy to help and to answer questions.
- Sign the document on the final page to confirm that you accept the full terms and conditions. However, notwithstanding your signature, the contract will come into force when we accept your instructions to us to provide you with our services.

Terms and Conditions for Poppy's Funerals Limited trading as Poppy's

Throughout these terms and conditions, where it refers to "**Poppy's**," or "**we**," this means Poppy's Funerals Limited. Where the terms refer to "**you**," we mean the person who has instructed Poppy's to undertake funeral services (the "**Services**") on their behalf.

1. **Contract**

- 1.1. The legal contract between you and Poppy's, incorporating these Terms and Conditions, will come into force when Poppy's, having received your instructions either verbally or in writing, confirms acceptance of those instructions orally or by email to you or confirms to you in writing that it is arranging a funeral on your behalf.
- 1.2. These Terms and Conditions take precedence over any other documentation or communication between you and Poppy's.
- 1.3. Poppy's reserves the right to vary the terms of this Contract and/or the way we provide the Services provided that we inform you in writing in advance that we intend to do so. Should you then choose to terminate the Contract between us, you shall remain liable for all fees, disbursements and expenses incurred up to the point we receive your notice of termination in writing. If you agree in writing to such changes, the date of such notification shall be the date such amendments will take effect. If you do consent:
 - 1.3.1. the parties will continue to be bound by the terms of this Contract in respect of all work contracted to the date of change; and
 - 1.3.2. any new instruction by you will be subject to the new terms.

2. **Poppy's Obligations**

- 2.1. When you brief us, we will give you an indication of the costs of our Services. Following the initial meeting between you (the "**Initial Meeting**) and our funeral director, whether in person or online, Poppy's will provide a full estimate of the costs, including expenses, as soon as possible, and in any event, at least four days prior to the funeral (the "**Fees**"). By continuing with our Services, you will be deemed to have accepted such Fees and will be liable to pay them in accordance with these terms.
- 2.2. The Poppy's team will work to the best of our abilities to ensure that your wishes, and those of the person who has died, are honoured. If it transpires, following the family meeting, that certain requests can't be met because of family circumstances or matters outside of Poppy's control, we will assist in making alternative arrangements, but we will not accept any liability for additional costs or losses that may arise as a result.

3. **Your Obligations**

- 3.1. Before you brief us, we ask that you make sure you have the right to arrange the funeral of the person who has died. In law, this may be the executor of the will. If there is no will, it falls to the next of kin or the administrators of the estate. Poppy's has no means of independently establishing who has the legal right to arrange a particular funeral. You therefore confirm that you are either (i) an executor of the deceased's will or (ii) have written authority from the executors to arrange the funeral for the person who has died. If the person has died without a will, then those who are responsible for administering the deceased's estate will have the responsibility and we will therefore require written authority from them in order to continue to provide our Services.
- 3.2. Please make sure that, as far as reasonably possible, you are in agreement with any other relatives or interested parties about the type of funeral that is required, before you brief us. We will not be liable for any costs that may arise because of any disagreements or change of plan.

- 3.3. Unless by you have agreed alternative arrangements with Poppy's, if you do not confirm plans for the safe cremation or burial of the person who has died within 30 days of instructing Poppy's to plan for a funeral, we reserve the right to terminate your contract and charge for any outstanding costs and expenses that we may have incurred. Poppy's also reserves the right to enter into an alternative contract, having received confirmation of authority as set out in clause 3.1 and to arrange suitable plans with another person, for the funeral of the person who has died.
- 3.4. We ask that you provide us, as far as reasonably possible, with full detailed instructions at the Initial Meeting. If your plans or the timings change, then it is your responsibility to tell us as soon as possible.
- 3.5. You are responsible for registering the death of the person who has died and providing us with all the necessary paperwork to conduct the funeral. We will guide you through this process.
- 3.6. You are responsible for paying the Fees in accordance with Clause 6.
- 3.7. Please tell us in the Initial Meeting if you are applying for funds to help with the cost of the funeral, for example from the Department of Work and Pensions (**DWP**). We will support you in your application.

4. Changes to funeral services / Times

- 4.1. The dates and times for the funeral can't be guaranteed until final bookings are made, and confirmation received from all third parties involved. We ask that you make timely decisions to ensure there are no delays. On occasion, even after confirming details to you, Poppy's may be forced to make other minor changes to funeral arrangements and timings due to reasons beyond our control.
- 4.2. Where possible we will tell you about any changes in advance, but this may not always be possible and Poppy's does not accept liability for delays caused by third party suppliers or factors outside its control such as road works, adverse weather, traffic congestion or mechanical failure. In these circumstances Poppy's charges remain payable in full.
- 4.3. We will make all reasonable attempts to contact you to agree to any changes, but this may not always be possible. If we can't contact you, we reserve the right to assess the situation and act in the manner that we believe is in your best interest.

5. Right to cancel the contract

- 5.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "**Consumer Regulations**") give a client signing a contract with a company as a consumer a right to cancel within a period of 14 days starting with day one being the date the client signs and acknowledges receipt of this agreement. In order to deliver the funeral services in a timely manner, Poppy's needs to be able to start work on your behalf immediately after you instruct us. By signing these terms and conditions, you acknowledge that you are waiving the right to cancel the contract at no penalty to yourself.
- 5.2. In the event you waive your right to cancel under the Consumer Regulations and then choose to cancel, you will be liable to pay 50% of the Fees incurred and 100% of any third-party charges incurred.
- 5.3. If you cancel within three days of the funeral, you will be liable to pay 100% of the Fees incurred and 100% of any third-party charges incurred.

6. Payment of fees

- 6.1. The Fees for the funeral must be paid to Poppy's at least three clear working days before the date of the funeral. Poppy's reserves the right to postpone the funeral if Fees are not received when due.

- 6.2. Fees payable to a cemetery for a grave plot, which shall be communicated to you in advance as far as possible, must either be paid by you to Poppy's 48 hours after the issuing of the invoice or paid directly to the cemetery three days prior to the funeral.
- 6.3. Where instructed to do so, Poppy's will forward its final invoice to another person provided full contact details and information is provided. Notwithstanding such instructions, you are however **personally** liable for making payment in full of all Fees and disbursements and simply forwarding the final invoice to another person will not discharge that liability.
- 6.4. If you are applying for discretionary funding from the Department of Work and Pensions Social Fund or any other funding body, you are responsible for any shortfall between the amount awarded and the full estimate. You are reminded that the DWP and other funding bodies may not cover any costs. In this instance, you are still responsible for ensuring that full payment is made within the payment terms detailed below.
- 6.5. If we do not receive payment 30 days after the date our Fees are due to be paid in accordance with the invoice, interest will be charged at 4% per calendar month or part thereof.

7. Clothing and personal effects

7.1 We will record all clothes and personal effects that are with the person who has died when we bring them into our care and will ask you to sign to confirm that we have them if you are with the person when we collect them. We will follow your instructions as to what to do with these items. Any items left with us for more than a month after the funeral will be recycled, donated to charity, or disposed of. When jewellery and/or other valuables are placed in the coffin or left on/with the person who has died during visits Poppy's is not responsible for their safekeeping and does not accept any liability in the event of loss or damage.

8. Third party suppliers

- 8.1. Poppy's is only responsible for those parts of the funeral arrangements that it performs itself. As part of its Services, Poppy's shall in accordance with your instructions make all other necessary arrangements with third parties on your behalf (such as with ministers, cemeteries, crematoria, organists, gravediggers etc.). In doing so, it is acting as your agent and any costs incurred for such third-party services shall be added to your invoice.
- 8.2. Accordingly, the third parties involved in providing their services (and not therefore Poppy's) are responsible to you for the provision of their services. Poppy's acts as an agent on your behalf to bring all of those services together but cannot be held responsible for the quality or level of service provided.
- 8.3. Some places of worship including cemetery and crematorium chapels are restricted by fire regulations regarding the number of people who may enter the building. Poppy's does not accept any liability if some mourners are declined entry to the building for the funeral service.

9. Confidentiality

- 9.1. Each of us agrees that we will keep confidential and will not (whether directly or indirectly) disclose, use, copy or modify any confidential information belonging to the other. In this clause, '**confidential information**' means all information of a confidential nature that one of us has or acquires (whether directly or indirectly) including the other party's personal information, financial information or information relating to their businesses or families and any information agreed to be or marked as confidential, any other information a party knows, or could be reasonably expected to know, is confidential and any other such information related to or concerning a party's business or family.

9.2. The only exception is for information which Poppy's may be entitled or be bound to disclose legally or where requested by regulatory agencies or to our professional advisers where reasonably necessary for the performance of their professional services.

10. Data protection and personal data

10.1. Your Personal Data is held in accordance with our data privacy policy which can be accessed on our website <https://www.poppysfunerals.co.uk/privacy-policy/>. Poppy's confirms that it is registered with the Information Commissioner's Office and is committed to complying with Data Protection Legislation and ensuring your Personal Data is protected. "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018. Defined terms used below shall have the meanings set out in the Data Protection Legislation

10.2. Poppy's will Process any Personal Data which it collects for the purpose of complying with its obligations under this Contract. Such Personal Data may include sensitive information that reveals a person's racial or ethnic origin, religious / philosophical beliefs, health info or sexual orientation. We confirm that we have put in place appropriate technical and organisational measures to secure all Personal Data, including such "special category" Data and will only collect such Personal Data as is necessary for provision of our Services and will ensure it is not excessive.

10.3. We will only keep Personal Data in identifiable form for 24 months following the date of the funeral. Any financial data will be deleted immediately. We will notify you without undue delay on becoming aware of a Personal Data breach; and at your written direction, we will delete or return Personal Data and copies thereof to you once the funeral has taken place unless required by Applicable Law to store the Personal Data.

10.4. In order to deliver the Services, we will, when relevant, share your relevant Personal Data with third party suppliers such as florists, celebrants, churches, cemeteries. If you do not wish us to transfer such Personal Data to third parties, please do let us know. We will not share your Personal Data with or sell your Data to other companies for promotional purposes.

10.5. In accordance with Data Protection Legislation, you have the right to access, rectify, or erase the Personal Data we hold about you or the person who has died. You have the right to complain to the Information Commissioners Officer if you consider that we have not processed your Personal Data in accordance with Data Protection Legislation.

11. Limitation of liability

11.1. In providing the Services, Poppy's is committed to maintaining a high level of service and efficiency. However, the Services are dependent upon the accuracy of information provided by you which is beyond the control of Poppy's. Poppy's does not accept responsibility and shall not be liable for any loss that you may incur directly or indirectly, because of using our Services.

11.2. Poppy's shall not be liable to you for any loss or expense which is:

11.2.1. indirect or consequential loss; and / or

11.2.2. loss or damage suffered by you because of an action brought by third party.

11.3. Notwithstanding any other provision contained in the Contract, Poppy's does not, in the Contract, exclude or restrict liability:

11.3.1. for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

11.3.2. for fraud or fraudulent misrepresentation; or

11.3.3. to the extent it is otherwise prohibited by law from excluding or restricting liability.

12. Complaints procedure

- 12.1. We hope to deliver the service you need and want as smoothly as possible. If you're not happy with the service you have received, we would ask in the first instance that you talk with the members of staff you have been working with. If the matter is still not resolved, you can read our complaints policy on our website <https://www.poppysfunerals.co.uk/media/downloads/Complaints-policy.pdf>. Nothing in this Contract impinges on your statutory rights under the Consumer Rights Act 2015 and other legislation. Those rights remain unaffected.

13. General

- 13.1. If any term or provision of this Contract is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.2. This Contract and any document expressly referred to in it (including your instructions) constitute the whole agreement between you and Poppy's, to the exclusion of any terms implied by law which may be excluded by contract, and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement, oral or written, relating to the subject matter of any Contract. Each party acknowledges that, in entering into the Contract, it has not relied upon, and will not have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract or the documents referred to in it.
- 13.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 13.4. Neither party shall be liable for any failure or delay in performance of this Contract which is caused by circumstances beyond its reasonable control.
- 13.5. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
- 13.5.1. if delivered by hand: on the day of delivery;
 - 13.5.2. if sent by post to the correct address: within 72 hours of posting; and
 - 13.5.3. If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 13.6. This Contract does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this Contract which excludes or restricts the liability of any person, may be enforced under that Act.
- 13.7. The validity, construction and performance of this Contract shall be governed by the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

Signed by:

Print Name:

Date:

An additional request: Care

At Poppy's, we consider it part of our mission to educate people about what great death care looks like. We therefore sometimes host groups of healthcare professionals and students in our mortuary so they can gain practical experience of how to deliver the highest standards of care to those who have died, for example, observing or assisting us wash or dress someone before their funeral.

Please note that in legal terms, the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 no longer applies to identifiable data that relate to a person once they have died.

However, it is important to us to maintain confidentiality to ensure that trust in our services is not undermined. Therefore, we will ensure that each student or healthcare professional who takes part in our training signs a confidentiality provision such that you and your family's personal matters are kept confidential at all times.

In the event that we are providing such training at a time when the person who has died is within our care, could you please confirm by signing below whether you provide consent for the person who has died to be part of these activities. This does not form part of our terms and conditions of business and your response to this has no bearing on your acceptance of our terms of business. You have no obligation to allow for the person who has died to be part of our training programme and we respect your privacy and wishes should you decline.

If you consent for the person who has died to be part of our educational care sessions, please tick relevant the Yes box below, or the No box if you do not give consent:

Yes:

No:

Signed by:

Print Name:

Date:
