

Direct Burial terms and conditions

When we use the words “we”, “our” or “us”, we mean Funeral Services Limited or Co-op Funeralcare.

When we use the words “you” or “your”, we mean the person who enters into this agreement with us for the services.

When we say “the service”, we mean the Direct Burial services which are set out in our brochure or on the website www.coop.co.uk.

This document sets out the terms and conditions that apply when you book a Direct Burial with us. Together this document and our form confirming your details that you sign make up your agreement with us.

You need to make sure you read this document carefully before you book and pay for the service.

Who can book the service?

By entering into this agreement you confirm that:

- you're over 18 and have authority to make arrangements for the burial of the person who has died
- you're responsible for payment of the service
- you're not aware of any disagreement relating to the service being provided for the person who has died.

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

The service is only available where a person has died in mainland Great Britain. It isn't available in Northern Ireland, Isle of Man, Isle of Wight, Channel Islands or Scottish Isles.

How is the service provided?

What's included/not included in the service is set out in the brochure and on our Direct Burial website www.coop.co.uk.

There are additional fees for the cost of the burial as set out in the agreement form.

You're responsible for registering the death of the person who has died in the district where the death has occurred.

You will be required to complete relevant paperwork which you may complete in a funeral home or you may have sent to you via email or post.

You need to complete and return the relevant forms within 3 working days of receiving them.

If the burial will take place in a new grave/lair, you are responsible for the purchase of the Rights of Burial.

If the burial will take place in an existing grave/lair, you will need to provide permission from the person who owns the Rights of Burial before the burial can take place.

You will be responsible for all third party fees associated with the burial as set out in the agreement form.

How do I pay?

The price of the service is in our brochure and on our website.

You'll need to pay in full for the service within 2 working days of making the arrangement. This will include the full price of the service and any additional costs that have been agreed, for example, the third party fees associated with the burial.

Payment can be made by debit or credit card. We may take payment from other family members or friends but you're still responsible for making sure that the full payment is made.

If a solicitor is dealing with the deceased's estate and they are able to provide us with a formal undertaking in writing guaranteeing that payment will be made to us in full, we can proceed with the burial without upfront payment. If the solicitor issues a solicitor's cheque for payment this needs to be sent by recorded delivery to the funeral home arranging the direct burial or handed to the funeral director or arranger.

If you opt to pay with a banker's draft, you will be required to supply us with a banker's draft before proceeding with the funeral. If the bank is dealing with the deceased's funds you will need to provide the bank with evidence from ourselves that we are carrying out the funeral. Some banks will accept a copy of the agreement which you produce at time of arrangements. However, in some instances, the bank may request a formal invoice. Once this is produced to the bank they then issue a banker's draft to ourselves to cover the cost of the funeral. We cannot proceed with the funeral until we have received confirmation that the funds are available from the bank. If the bank issues a banker's draft for payment this needs to be sent by recorded delivery to the funeral home arranging the direct burial or handed to the funeral director or arranger.

If you're a Co-op Member then you'll be entitled to exclusive member prices. You'll earn 1% on the price of the service for your community. This excludes the disbursements for burial.

You can also use any member reward towards the price of the service.

If you'd like to know more about Membership then have a look at our Membership terms and conditions www.coop.co.uk/terms/membership

What if the person who has died has jewellery, money or other personal items?

To avoid the risk of loss or damage to jewellery, money or other personal items of the person who has died, 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'll let you know what items are with the deceased.

You may collect these items from our care centre where the person who died was brought to within 3 months of the date of the burial or you can arrange a courier to collect them (at your risk). If items remain uncollected after the 3 months we will dispose of them. Where this is jewellery or valuables, any money we make from this will be given to a local cause.

How will your information be used?

We take your privacy seriously. We will only use your personal information in the following ways:

1. Where it's needed to carry out the service you have requested:

- We may need to pass your information to third parties as part of the arrangement. These can include third party suppliers, transport providers or official bodies such as the police or coroner.
- We may need to transfer your personal data outside of the European Union in order to provide you with the services and products you require, such as repatriating the deceased to or from another country. Some of these countries may not have laws that protect privacy rights as extensively as in the European Union. If we do this, we will take proper steps to ensure that your information is properly protected.

2. Where it's necessary for legitimate business reasons:

- We may share your information with agencies and other companies both inside and outside the Co-op Group for quality control, statistical, fraud prevention and debt collection purposes.
- We may also use and share your information within the Co-op Group to develop and improve our services, by analysing your information. This will help us improve our future products, services and marketing.
- If we change our company structure, then we may transfer your personal information to another company.
- We may contact you to ask you to participate in customer satisfaction surveys and market research (by email or phone) and to undertake and analyse those surveys and research.
- Our services include free legal guidance, such as helping you manage a Will or Probate. To provide this service, we're supported by Co-op Legal Services and we'll pass your information to them. If you don't want this to happen, please let us know.

We won't use your information for marketing, or pass it to third parties outside of the Co-op Group for their marketing purposes.

If you require further information about how we use personal data then please request a copy of our Privacy Policy or visit the Funeralcare website.

When can you cancel the service?

You've the right to cancel this agreement for a full refund within 14 days of the date of the agreement form without giving any reason. This is known as the "cooling-off period".

If you wish to cancel during this cooling-off period then you can email us at funeral.clientrelations@coop.co.uk, write to us or complete the cancellation form below and send it to:

Return Address
Customer Services,
Funeral Services Limited,
1 Angel Square,
Manchester
M60 0AG

You acknowledge and give us authority to carry out some or all of the services before the end of the cooling-off period. If we've already started the services, we may charge you for services we have carried out up to the date of cancellation, unless you're transferring to another one of our services. If you cancel then we will refund what you've paid but we may charge you a cancellation fee. This will be the charges for the services we've carried out up to the date of cancellation.

When can we cancel the service?

We may cancel this agreement at any time by giving you written notice if you don't pay us in time or you breach this agreement in any other material way and you don't correct the situation within 5 working days of us asking you to do so in writing.

If the service becomes impossible to perform because of any unforeseen circumstances or due to any cause outside of our control, we may cancel or suspend the agreement or the part of it that is impossible to perform. We are committed to helping families say their best goodbye but due to the current Coronavirus crisis, matters outside of our control may affect the services we can provide. Our Coronavirus and Funeralcare updates can be found here www.coop.co.uk/funeralcare/coronavirus

What if you need to contact us or make a complaint?

You can contact us on **0800 029 4590**

If you want to make a complaint, you can contact us by phone, e-mail or post.

Phone: **0800 083 6301**

Email: **funeral.clientrelations@co-operative.coop**

Post: **Funeralcare Complaints Team,
Co-op Funeralcare,
3rd Floor,
1 Angel Square,
Manchester,
M60 0AG**

This should be within 28 days of the date of the burial.

If we're unable to resolve your complaint then you can contact the National Association of Funeral Directors (NAFD) 618 Warwick Road, Solihull, West Midlands B91 1AA (Tel 0121 711 1343).

English law will apply to this agreement. Any claim made in a court relating to the burial will be in the Courts of England and Wales.

If any part of the agreement doesn't apply, the rest of the agreement still stands.

This agreement is only for your benefit. No other person (including your representative or a person who pays for your plan) has any right to bring a claim under any term of this agreement.

Notice of the Right to Cancel

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (SI 2013/3134) give you the statutory right to cancel this Contract. This right to cancel can be exercised by contacting us or by completing the below at any time within 14 days from the date of placing the arrangement.

Cancellation Form

To: Customer Services	
Your Name(s):	Ordered on [*]/received on [*]
I/We [*] hereby give notice that I/We [*] cancel the service	
Your Address(es):	
Signature of Client(s) (only if this form is notified on paper)	Date

[*] Delete as appropriate

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