

Terms and Conditions

1. Parties

In these Conditions

"Our" / "We" / "Us" means Kenneth Keegan Funeral Services Ltd registered in Scotland with number Sc475616 at registered office St. James Business Centre, Linwood Road, Paisley PA3 3AT
"You" / "Your" means the individual or company requesting our services

2. Terms

These conditions and the written order comprise all the terms of the agreement between you and us. ("Agreement") and shall apply to the exclusions of any other terms and conditions, warranties and representations written or orally expressed or implied (save for those which by law cannot be excluded) unless accepted by us in writing.

3. Price

3.1 The price of our services shall be stated in the order and unless otherwise agreed by Us in writing by Us shall be inclusive of value added tax. All invoices issued by Us will be payable in full without set off or deduction within twenty eight (28) days of the date of the invoice.

3.2 In the event that payment due from You to US in not made by the due date, We shall be entitled to receive interest on the late payment from the date the payment fell due until the date of the actual payment (both before and after judgement) at an annual rate equivalent to 1.5% above base lending rate.

3.3 No advanced payment is required from You to Us. But We may request an advanced payment for large bespoke accounts or where the 'Client' failed to confirm how payment will be made.

4. GDPR

4.1 We will collect personal information about You and the Deceased and any other persons for whom You will supply details at the time of the funeral arrangement or product ordering ("information"). The following explains how We will handle the information and when We will disclose it to third parties.

4.2 We need to process and pass information to our suppliers e.g. memorial masons, florists, caterers and funeral car suppliers. We may also pass sensitive personal information on to cater for special needs e.g. wheelchair access. Information may e.g. in the case of repatriation, be transferred outside the EEA where it may not be the subject of the same level of protection.

4.3 We will never sell the information to third parties for marketing purposes, although We may transfer information to subsidiaries and carefully selected organisations to keep You informed of their products. If You do not want to receive marketing information, please advise the staff at the funeral home.

4.4 We may use the information for the purposes of administration, customers services, business management, market research and analysis. We may also monitor and/or record telephone calls for security purposes and to improve customer service levels.

4.5 We may provide information to public authorities, such as police and Social Security Scotland, Department for Work and Pensions, if required by them or if required by law. In the event of non-payment by You, We may send Your personal information to third parties in order to recover the debit owing.

4.6 The new GDPR regulations are dealt with new written publications. You confirm that You have permission to also give consent to use all the information You supply including your relatives and friends unless You specify.

5. Termination

5.1 You shall be entitled to terminate this Agreement on not less than 48 Hours' written notice to Us.

5.2 If You terminate the Agreement, You will be liable for any costs incurred to the date of termination that We may have incurred as a direct result of You order.

5.3 We shall be entitled to terminate this Agreement at any time with written notice going to You.

5.4 The right to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of each breach. The termination of the Agreement however cause shall be without prejudice to any other obligation or right of either of the parties which shall have occurred prior to termination.

6. Specification

6.1 Without prejudice to any terms implied by law for the benefit of You, We hereby undertake to You:

6.1 That the quality, quantity and the description of the goods and services shall, subject as provided in these conditions, be as expressly specified in the order and/or in any applicable specification supplied by You to Us and/or agreed in writing and signed by the parties.

6.2 We shall comply with all the applicable regulations or other legal requirements concerning the manufacture and deliver of the goods and the performance of the services.

7. Variations

Prior to the fulfilment of the order, We shall comply with any variation, direction and/or requirement issued and signed by You to Us relating to all or any part of the order. Such a variation, direction and/or requirement shall not invalidate the Agreement and any amount due arising from such compliance shall be agreed between You and Us and in default shall be a reasonable sum incurred. Where the quality of the services or goods is reduced, the price shall be reduced proportionally.

8. Force Majeure

In the event of the agreement being rendered impossible to perform by reason of any cause beyond the control of either party, each party has the option to cancel or suspend the Agreement or so much of it as is thereby rendered impossible to perform provided always that if each party selects a different option then Your option shall prevail.

9. General

9.1 The order is personal to You and You shall not assign or transfer or put aside to any person any of your rights or obligations or subcontract any of Your obligations under the Agreement without Our prior written consent.

9.2 You hereby acknowledge and confirm that You have authority to enter into the Agreement with Us for the provision of Our services. You confirm that You are personally responsible for the payment of all invoices concerning the services rendered. In the event a dispute occurs, You hereby agree to indemnify Us in full against all liability, loss, damages, costs and expense (including legal expense), awarded against or incurred or paid by Us as a result of or in connection with Your confirmation that You have authority to enter into the Agreement.

9.3 If You are dissatisfied with any aspect of Our service please contact the funeral home (0141 889 6351), or write to Us at 149 George Street, Paisley PA1 2UG. This should be carried out within 28 days of Us providing the service, otherwise You are deemed to have accepted the service as complying with these terms and conditions. If We are unable to resolve Your complaint to Your satisfaction, You can contact the National Association of Funeral Directors (NAFD) 618 Warwick Road, Solihull, West Midlands B91 1AA, Tel: 0121 3933625 or contact The National Society of Allied and Independent Funeral Directors (SAIF), SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Herts, CM21 9DB, Tel: 0345 230 6777

9.4 In considering Your funeral arrangements, We may search Your record at a credit reference agency. This will add to Your record details of Our search Your application. This will be seen by other organisations that make searches. We will add to Your record with the credit reference agency details or Your order with Us, the payments You make under it and any default or failure to keep to its terms. These records will be shared with other organisations and used by Us and Them to: a) help make decisions about credit and credit related services such as insurance for You and members of Your household. B) Trace debtors, recover debit, prevent money laundering and fraud and to manage Your account for these purposes We or they make further searches, although these service will be added to Your record they will not be shared with others. You have a legal right to those details of those credit reference and fraud prevention agencies from whom We obtain and to whom We pass information about You. You have a right to receive a copy of the information We hold about You. You have a right to receive a copy of the information We hold about You if You apply to Us in writing. A fee will be payable.

9.5 For every memorial requiring removal from a cemetery as part of the funeral arrangements, it is Our policy to charge a removal fee and re-fix fee at the funeral arrangement. The removal fee covers the cost of removing the memorial prior to the funeral. The re-fix fee covers the cost of returning the memorial to its original location and to the agreed standards approved by the national association of memorial masons. The re-fix fee does not cover any refurbishment (including lettering) to the memorial. We will contact You after the memorial has been removed in order to explain the cost to prove an additional inscription. If after twelve months following the memorials removal, You have not indicated to Us that You wish to proceed with an order, We will re-fix the memorial to its original location on Your behalf. If the memorial cannot be re-fixed for whatever reason, including due to the quality of the memorial, after this twelve month period then the re-fix fee will be used to dispose of the memorial on Your behalf. If at any point during the twelve months You decide to use the services of another monumental mason the re-fix fee is non-refundable that will cover the transportation of the memorial to Your chosen mason within a ten mile radius of the of the funeral branch where You have arranged the funeral. If the requirement to transport the memorial is greater than ten miles, we will explain the cost associated to transport the memorial and if after twelve months following the initial removal You have not agreed to pay the relevant transport charges, the re-fix fee will cover the re-fixing of the memorial to its original location on Your behalf.

10. Cremated Remains

10.1 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their ownership unless otherwise agreed.

11. Third Parties

Nothing in these conditional confer any benefit on any third parties under the contract (RIGHTS OF THIRD PARTIES) act 1999

Payment Options

Payment can be made at our funeral home by either / combination of the following methods

Credit and Debit Cards

We accept most credit/debit cards excluding diners and American Express. * We can also take payment over the phone

Cheque

Please make cheques payable to Kenneth Keegan Funeral Services Ltd

Cash

Please do not send cash through the post

BACS

Our bank details can be found at the bottom of your invoice or please see our staff for details