



A Distinct Advantage

Distinct Cremations  
Funeral Service

Terms and Conditions

Simple, affordable funerals

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## Section 1 - Who is Distinct Cremations?

Distinct Cremations is a direct cremation and pre-paid funeral plan provider who, with our parent company Westerleigh Group, own all the facilities necessary across mainland Great Britain to be able to take care for the deceased throughout the whole cremation process.

'Distinct Cremations' is a trading name of Distinct Cremations Limited (DCL) registered in England. No. 13366310. Registered office: Head Office Westerleigh Crematorium, Westerleigh Road, Westerleigh, Bristol, BS37 8QP. Part of the Westerleigh Group. DCL is not authorised and regulated by the Financial Conduct Authority.

## Section 2 - Definitions

**"Agreement"** means the agreement between us for provision of the services, made up of these Terms and Conditions and the confirmation email or letter we will send to you upon receiving instruction by phone, to carry out the cremation;

**"Service"** means the Distinct Cremations unattended Direct cremation, Private cremation or Personal cremation that you have instructed us to carry out;

**"Fees"** means the cost of the service that you have instructed us to carry out;

**"We"** or **"us"** or **"our"** means Distinct Cremations Limited and our details are set out in the "How to contact us" section of these Terms & Conditions;

**"You"** or **"your"** or **"client"** means the person who enters into the agreement and is responsible for making payment in accordance with these Terms and Conditions;

## Section 3 – Who are our services for?

Our services are available to those who are looking to arrange the cremation of someone who has already passed away. Specifically, those looking for a fuss free or simpler alternative, or a lower cost alternative, to a traditional funeral service.

We provide direct cremation services only. This type of service is arranged remotely, using the telephone, internet, email and post. You cannot visit a funeral director branch in person, view the deceased person prior to the funeral taking place, and there is no funeral procession with a hearse. Our services are only available where the deceased is resting in Mainland Great Britain.

A direct cremation service is held directly at the crematorium, either with no mourners present at the crematorium in the case of an unattended Direct service, or with a number of mourners present for an early morning, family-led service.

You, the person who instructs us to carry out the cremation, must be at least 16 years of age. This is also the minimum legal age that someone has to be in order to register a death.

You confirm you are not aware of any family or other disagreement relating to the service being provided for the person who has died.

## Section 4 – What are these Terms and Conditions for?

These terms and conditions apply to all cremation services booked with us from 28 June 2023.

They apply to you, as the person who has instructed us to carry out the cremation.

Their purpose is to define the obligation we have for the collection and care of the deceased, and the fulfilment of the cremation services. They also cover the obligation that you hold as the person who has instructed us to provide the cremation service.

## Section 5 - Terms of Service

### 5.1 Our cremation services

The services that are included in each of our cremation packages are available to view on our website [www.distinctcremations.co.uk](http://www.distinctcremations.co.uk).

When you instruct us to carry out the cremation, we will discuss what is and isn't included in the service you choose. We will confirm the service booked in writing, either by email or post.

You are 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 will be sent to you via email or post.

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

Once we have received payment for the service you have instructed us to provide, we are responsible for providing that service in accordance with these terms.

If for any reason we are unable to provide the service we have promised within the agreement, we will contact you with urgent priority. If this happens, you will be entitled to a refund of the money paid, minus the cost of services already provided.

Nothing in the agreement restricts or limits our liability for,

- i. death or personal injury caused by our negligence
- ii. fraud or fraudulent misrepresentation, or
- iii. any other liability which cannot be lawfully limited

### 5.2 Our Fees

The current fees we charge are listed on our website [www.distinctcremations.co.uk](http://www.distinctcremations.co.uk).

There may be additional charges on top of our advertised package prices, for the following:

- The collection of a deceased person outside the hours of 8am-6pm
- The collection of a deceased person from a private residence, hospice or nursing home
- Doctor's fees
- Providing an oversized, bariatric or XXL coffin
- Storage and care of the deceased, where due to delays caused by the client, or the client's family or representatives, the cremation has not been undertaken within 28 days of us receiving initial instruction from you to provide our cremation services, chargeable at £20 per day.

Based on the information you provide to us at the point you instruct us to carry out the cremation, we will discuss any additional charges that may apply. We will confirm the full cost of the services on the telephone, and in writing, either by email or post.

### 5.3 Go Greener optional extra

If you choose to add the Go Greener option to a cremation service, this choice will be confirmed back to you in writing with your booking confirmation documents. You will find further information on what services are included in the Go Greener optional extra on our website.

Currently the coffin we use where Go Greener has been added is only available to the maximum size of 6'4" x 24" and we are unable to source a sustainable larger coffin. This optional extra may therefore be unsuitable for someone needing a larger coffin.

## 5.4 What's not included in our services

As we provide direct cremation services, we do not include the following, and do not allow these to be added for an additional payment.

- Attendance of mourners (unless a Private or Personal Cremation is chosen)
- Celebrant or Minister led service
- Choice of crematorium (unless a Private or Personal Cremation is chosen)
- Choice of time of cremation
- Viewing of the deceased
- Funeral procession

## 5.5 Payment

By booking a service with us you are taking responsibility for paying our fees. The full fee for the service booked must be paid in full before we will collect the deceased. Payment can be made by debit or credit card over the telephone when you instruct us to carry out the cremation.

## 5.6 Valuables

We advise that all personal jewellery or valuables are removed from the deceased prior to us collecting. If jewellery or personal valuables are found with the deceased upon collection, we will store these at our mortuary facility, but the storage of these will be at your own risk.

We will only return jewellery or personal valuables found with the deceased, if you have asked us to. Otherwise, and so long as legally allowed, these will be cremated with the deceased.

If you ask us to return any jewellery or personal valuables and choose to have the ashes scattered in the garden of remembrance at the crematorium, we will post these back to you using a suitable postal service, and may ask that you cover the cost of this postage. If you opt to have the ashes personally returned, we will return any jewellery or personal valuables at the same time, at no additional cost to you.

## 5.7 Clothing

To minimise the release of pollutants to air through the cremation process, it is recommended that the deceased's clothing should be of natural fibres and that shoes or material manufactured from PVC are not worn or included.

If when we collect the deceased we feel suitable clothing needs providing, we will supply a suitable gown for cremation.

If you would prefer the deceased is dressed in personal clothing for the cremation, you can post clothing items to us using the address found in the "How to Contact Us" section of these Terms and Conditions. If we feel this clothing does not meet the above criteria, then we will supply a suitable gown for cremation.

## 5.8 Body adornments

If when we collect the deceased they have body adornments manufactured from copper, we will remove these. We will also remove any removeable prostheses, plaster casts or other materials found with the deceased.

## 5.9 Crematorium

Where an unattended Direct Cremation service is booked, we will use a crematorium owned by us. If you request that we use a specific crematorium owned by us, we will do our utmost to accommodate your request, however we cannot guarantee this.

For a Private or Personal Cremation service, you can choose the crematorium that is used, as long as that crematorium of choice is owned by us.

## Section 6 – Your right to cancel

You have the right to cancel the agreement within 14 days of us receiving payment for the services you have instructed us to provide.

If cancellation is received within these 14 days, we will return all the money you have paid, less the cost of any services we have already carried out.

If within these 14 days, the full service has already been provided, you will not be entitled to any refund.

If you wish to cancel the agreement, please contact us using details found in the "How to contact us" section of these Terms and Conditions.

## Section 7 – 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.

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. In these circumstances we will refund in full any payment made to us.

## Section 8 – How to make a complaint

We hope you won't ever need to complain about any aspect of the service you receive from us – but if you do, please phone us on 0808 159 7580, email [customerservice@distinctcremations.co.uk](mailto:customerservice@distinctcremations.co.uk), or write to us at Distinct Cremations, Oak Tree Court, Brookfield Drive, Cannock, Staffordshire WS11 0JN.

You can ask us for a copy of our complaint handling procedure at any time. We shall aim to resolve the complaint within 3 days, but where this isn't possible, we will send a final response within 30 days of receiving your complaint.

If you feel your complaint has not been treated fairly, you also have access to independent adjudication via the Centre for Effective Dispute Resolution (CEDR). CEDR is an independent company who offer structured negotiation, assisted by a trained mediator. Whilst they cannot enforce a course of action, they will review the facts of the case and your concerns, and attempt to mediate a solution that is satisfactory to all parties. There is no cost to you for using this service. You can find further information here: [www.cedr.com/consumer/funerals/westerleigh-group/](http://www.cedr.com/consumer/funerals/westerleigh-group/).

## Section 9 – How we use your information

Our Privacy Policy sets out how we use your information, who we will share it with, and how we keep it private and safe. It also explains your rights. Our Privacy Policy can be viewed on our website [distinctcremations.co.uk](http://distinctcremations.co.uk) or you can contact us by telephone or in writing for further details.

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. This may also include providers of repatriation services that you instruct, if you need to repatriate the deceased to or from another country.

## Section 10 – How To Contact Us

If you have any questions regarding the services we provide, our contact details are:

Distinct Cremations, Oak Tree Court, Brookfield Drive,  
Cannock, Staffordshire WS11 0JN

**Tel: 0808 159 7580**

**Email: [customerservice@distinctcremations.co.uk](mailto:customerservice@distinctcremations.co.uk)**



## A Distinct Advantage

### What makes us unique

- ✓ Simple arrangement
- ✓ Affordable choice
- ✓ Funerals that suit you
- ✓ Exceptional care
- ✓ Uniquely personal

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**0808 159 7580**

**[distinctcremations.co.uk](http://distinctcremations.co.uk)**