

Phumula Kahle Funeral Services CC

Terms and Conditions

1. Introduction

These Terms and Conditions (“Terms”) govern all services and products supplied by Phumula Kahle Funeral Services CC (“the Company”, “we”, “us”, or “our”) to our clients (“you” or “the Client”).

By engaging our services or purchasing any products from us, you agree to be bound by these Terms.

2. Services Provided

Phumula Kahle Funeral Services CC provides professional funeral-related services, including but not limited to:

Funeral planning, coordination, and administration

Transportation and storage of remains

Burial and cremation services

Sale of coffins, caskets, tombstones, urns, flowers, and memorial items

Venue, catering, and memorial arrangements

3. Estimates and Quotations

3.1 All quotations are valid for 14 (fourteen) days from the date of issue, unless stated otherwise.

3.2 Prices may be subject to change due to supplier costs, exchange rate fluctuations, or other external factors beyond our control.

3.3 A detailed written quotation will be provided before services are rendered or goods are ordered.

4. Deposits and Payments

4.1 A deposit of is required to confirm any booking or order.

4.2 Full payment must be made before the funeral service date, unless otherwise agreed in writing.

4.3 Payments may be made via EFT, debit/credit card, or cash.

4.4 Late payments may attract interest at [insert %] per month on the outstanding balance.

5. Special Order Goods (Designer Caskets, Tombstones, Custom Products)

5.1 Special order goods include any custom-made, personalised, imported, or specially sourced items, such as designer caskets, engraved tombstones, and custom memorial items.

5.2 Once an order for a special or custom item has been confirmed in writing, it cannot be cancelled, exchanged, or refunded, except where required by law (for example, where the item is defective or not as described).

5.3 Clients are responsible for confirming all design details, spelling, materials, and finishes in writing before production begins.

5.4 Phumula Kahle Funeral Services CC shall not be held liable for any errors approved by the Client in the final order confirmation.

6. Cancellations and Refunds

6.1 All cancellations must be made in writing.

6.2 For standard goods and services, cancellations made:

More than 72 hours before the scheduled service may incur a 10% administration fee;

Within 72 hours of the scheduled service may result in forfeiture of the deposit.

6.3 No refunds will be issued for:

Special order goods (as described in Clause 5);

Services already rendered or costs already incurred on your behalf (e.g., transportation, permits, or mortuary costs).

7. Additional Charges and Extras

7.1 Funeral packages offered by Phumula Kahle Funeral Services CC include only the goods and services specifically listed in the selected package.

7.2 Any extras or deviations from the agreed package, including but not limited to:

Additional vehicles, floral arrangements, or catering;

Upgraded caskets, tombstones, or venues;

Overtime services or extended viewing hours;

Transportation of the deceased to a location further than originally agreed upon;

will be billed for separately at the applicable rates.

7.3 The Client will be informed of such additional costs in writing or verbally (where immediate consent is required), and payment will be due prior to or immediately after the service, as determined by the Company.

8. Mortuary Storage and Care of Remains

8.1 Phumula Kahle Funeral Services CC provides mortuary storage facilities that comply with all relevant Health Regulations and Funeral Undertakers Regulations under the National Health Act (Act 61 of 2003).

8.2 Bodies received into our care are stored respectfully, hygienically, and with due regard for dignity at all times.

8.3 Storage fees are included in selected funeral packages for a limited period (as specified in the quotation).

8.4 Extended storage beyond the agreed period will incur additional daily charges, which must be settled before the release or burial/cremation of the deceased.

8.5 The Company reserves the right to transfer remains to an alternative licensed mortuary facility if required for operational, safety, or regulatory reasons.

8.6 In cases where remains are unclaimed or funeral arrangements are delayed due to non-payment or lack of instruction, the Company reserves the right—after reasonable written notice to the Client or next of kin—to act in accordance with applicable legislation governing unclaimed bodies.

8.7 The Company shall not be liable for natural changes in the condition of remains that occur over time, despite proper refrigeration and handling.

9. Delivery and Collection

9.1 We will make every reasonable effort to deliver goods and render services on the agreed date and time.

9.2 We are not liable for delays caused by circumstances beyond our control, including but not limited to supplier delays, strikes, weather conditions, or load shedding.

9.3 Risk in goods passes to the Client upon delivery or collection.

10. Limitation of Liability

10.1 While we take every care in handling arrangements with dignity and professionalism, Phumula Kahle Funeral Services CC shall not be liable for any indirect, incidental, or consequential loss or damage.

10.2 Our total liability for any claim shall not exceed the total amount paid for the relevant goods or services.

11. Compliance with Law

Phumula Kahle Funeral Services CC operates in accordance with the Consumer Protection Act (Act 68 of 2008), the Funeral Undertakers Regulations, and all applicable South African laws.

Nothing in these Terms is intended to limit any of your statutory rights.

12. Privacy and Confidentiality

We value and respect your privacy. All personal information collected will be handled in compliance with the Protection of Personal Information Act (POPIA) and used only for purposes related to the provision of our services and compliance with legal obligations.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa.

Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the South African courts.

14. Contact Information

Phumula Kahle Funeral Services CC
Physical Address: 22 Osbourne Street, Eshowe
Email: admin@phumulakahlekzn.co.za
Telephone: (035) 474-1600

Acknowledgement

By signing below or confirming your order in writing, you acknowledge that you have read, understood, and agree to the above Terms and Conditions.

Client Signature

Date:

Office use only
Documents signed

