

TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors and subscribe to The Funeral Director Code, a copy of which is available by logging onto their website: www.nafd.org.uk/code-of-practice. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1 Estimates and Expenses

The estimate overleaf sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates or charges.

We may not know the amount of third-party charges in advance of the funeral; however, we give you a best estimate of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the final account.

If you amend your instructions, we will require your written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.

2 Payment Arrangements

The funeral account is due for payment within twenty-eight days of our account, unless otherwise agreed by us in writing.

Simple Funeral Service & Direct Cremation Funerals ~ Payment in full must be made within two days of making the funeral arrangements.

If you fail to pay us in full on the due date, we may charge you interest:

- at a rate of 4% above our bank's Base Rate from time to time in force.
- calculated (on a daily basis) from the date of our account until payment.
- compounded on the first day of each month; and
- before and after any Judgment (unless a Court order otherwise).

We may recover (under Clause 3) the cost of taking legal action to make you pay.

3 Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these Terms.

This means that you are liable to us for losses we incur because you do not comply with these Terms. For example, we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to remind you that an account is overdue. If we instruct debt collection agents, we may also recover from you the fees we incur. Further details regarding these fees are available on request. We may claim those losses from you at any time and, if we have to take legal action, we will ask the Court to make you pay our legal costs.

4 Data Protection & GDPR 2018

Words shown in italics are defined in the Data Protection Act 1998 ("the Act").

We respect the confidential nature of the information given to us and, where you provide us with personal data ("data"), we will ensure that the data will be held securely, in confidence and processed for the purpose of carrying out our services. In order to provide our services, we may need to pass such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing and paying a fee, receive copies of that data. The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

5 Cooling-Off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of 14 days. If you wish the performance of the agreement to which this right applies to commence before the end of the cooling-off period, you must sign the authority in the form which will be handed to you. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

6 Termination

This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under these Terms and (2) by you communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reasons for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7 Standards of Service

The National Association of Funeral Directors' Funeral Director Code requires that we provide a high-quality service in all aspects. If you have any questions or concerns about the service, we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors Resolve provides a simple free independent funeral consumer complaints service as an alternative to legal action. It is fully funded by the NAFD with conciliation and adjudication services provided by qualified professionals from the Centre for Effective Dispute Resolution.

You can contact them at www.nafd.org.uk/resolve or by writing to them at NAFD Resolve 618 Warwick Road, Solihull, West Midlands B91 1AA, Telephone: 0121 711 1636

Email: resolve@nafd.org.uk

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date or time specified. Where this is the case, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.

We cannot be responsible for the performance of all third parties which may include, but not specifically, Cemetery/Crematoria, Councils, Grave Diggers, Ministers, Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers etc.

8 Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third Parties Act 1999) by any person not identified as our client.

If any of these terms are unenforceable as drafted:-

- it will not affect the enforceability of any other of these Terms; and
- if it would be enforceable if amended, it will be treated as so amended.

Nothing in these Terms restricts or limits our liability for death or personal injury.

This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

9. Additional Legal Requirements

(A) Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

(B) If additional bearers are required, due to the size of the coffin or difficult access to the place of service then an additional cost of £50.00 per bearer will be charged.

(C) Instructions regarding cremated remains are to be issued by the Applicant for Cremation and remain their ownership, unless otherwise agreed.