

## **TERMS OF BUSINESS**

We are a member of NAFD (National Association of Funeral directors) and subscribe to its current Code of Practice, a copy of which is available upon request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

### **Estimates and Expenses**

We are able to provide you an estimate in person, email or over the phone. The estimate sets out the services we agree to supply at the time of the arrangement. Whilst we make every effort to ensure the accuracy of the estimate, the charges are liable to change where third parties change their charges. If at the time of arrangement, we are unable to give you a price for a third-party charge, we will give you an estimate. The actual amount will be detailed and shown on the final account. If your instructions change, we may require this in writing. We do not add VAT to our arrangements.

Our quotes are valid for 30 days.

### **Payment Arrangements**

As the applicant you are personally responsible for the payment of this account. The full amount is due for payment within 30 days of the funeral date, unless otherwise agreed by us in writing. 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 before and after any Judgment (unless a Court orders otherwise). All accounts beyond our credit terms will be passed to our debt collection agency. These accounts will also be subject to any legal costs incurred in obtaining settlement (Under Clause 3 Indemnity)

If you have chosen a direct cremation, we require this to be paid in full in advance of the funeral.

For Standardised Price & Simple and Traditional funerals we reserve the right to request a deposit to cover the "Third Party" costs otherwise known as Disbursements. These are monies we pay on your behalf to outside companies whom we instruct in order to provide the services you have requested.

### **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 will 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 the fees we incur from you. 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.

### **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.

### **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.

### **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 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.

### **Standards of Service**

NAFD 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 these, in the first instance, with our funeral home Manager. If that does not resolve the problem to your satisfaction you should contact NAFD in the second instance as an alternative to legal action. This does not affect your statutory rights and you are entitled to seek independent legal advice at any time.

You can contact the Resolve at 618 Warwick Road, Solihull, West Midlands B91 1AA. The Resolve, and how it can be accessed, is explained in the leaflet entitled "Your Right to Put It Right" made available to you and on display on our premises. The Resolve provides independent conciliation. 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 on the date or time specified. Where this is the case, we will attempt to contact you in advance, using the details you have provided, and advise you of alternative arrangements.

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

### **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.

### **Additional Legal Requirements**

- Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £60 per bearer will be charged.
- Any unclaimed items of clothing / effects will be discreetly disposed of after 14 days of the date of the funeral. This is normally agreed in the arrangement if you would like any items or clothing returned/ Donated to charity if unworn or disposed of.
- Instructions regarding cremated remains are to be issued by the cremation applicant and remain their "ownership", unless otherwise agreed.
- Offers. Any special offers however presented (verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice.