

Terms of Business

We are a member of the **National Association of Funeral Directors** and subscribe to their 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.

1. Estimates, Expenses and Deposit

Our estimate attached is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of 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 of charges.

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

If you amend your instructions, we will require your written confirmation of 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 account is due for payment within 21 days from date of invoice, 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;
- 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 orders otherwise).
- Additionally, if the payments exceed 12 months there will be an administration fee of £85.00.

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

Please note all accounts beyond our credit terms will be passed to our Debt Collection agency, Sinclair Goldberg Price Ltd. All Account without exception will be subject to 15%plus VAT to cover our costs of recovery. These amounts will also be subject to any legal costs incurred in obtaining settlement.

3. Indemnity

You are to indemnify us in full and hold 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.

4. Data Protection

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 can, by applying to us in writing and paying a fee, receive copies of that data.

5. Cancellation and Termination

There is a 7 day cooling-off period should you wish to cancel our services. However, if you have already given instructions regarding our services and we have incurred charges there will be termination fees as shown below.

We reserve the right to terminate our services if you fail to honour your obligations under these terms. We are under no obligation to accept your termination until we receive your instruction in writing.

If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below.

Termination within 2 days of due date for performing services – 100% of fees payable

Termination within 1 week of due date for performing services – 80% of fees payable

Termination within 2 weeks of due date for performing services – 50% of fees payable

6. Conduct

Our Code of Practice requires that we provide a high quality service in all aspects. If, however, you have any questions or concerns about the service we provide to you, please raise them in the first instance with your Funeral Director.

If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands. B91 1AA, who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide 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 attached, and advise you of any alternative arrangements.

7. Agreement

Your continuing instruction will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing
- signed by one of our funeral directors; and
- expressly stating an intention to vary these terms

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.

English law is applicable to any contract made under these terms.

The English and Welsh courts have non-exclusive jurisdiction.