

TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors and the Society of Allied Independent Funeral Directors and subscribe to their current Codes 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

The estimate is an indication of the charges likely to be incurred on the basis of the information we know at the date of arrangement. While we make every effort to ensure the accuracy of this, the charges are liable to alteration, particularly where third parties change their rates or changes and/or alterations are made by you, the client.

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 will be detailed and shown on the final invoice.

2. Payment Arrangements

The funeral invoice is due for payment 28 days after receipt and can be paid either by BACS, cheque, cash or debit/credit card. If the invoice is not paid within this time limit interest may be charged at 12% per annum.

3. Responsibility for Payment

By signing this estimate you agree to make payment of the final invoice which will be sent up to 14 days following the service. If you send the invoice to a Solicitor or someone else for payment, then it is your responsibility to inform us.

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 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 the fees we incur from you. 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 *(Data Protection Act 2018)*

We respect the confidential nature of information given to us, and where you provide us with personal data we will ensure that it is 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 small fee, receive copies of that data.

5. Termination

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 to you, 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 service	100% payable
Termination within 1 week of service	80% payable
Termination within 2 weeks of service	50% payable

Home Arrangements

If we make the arrangements at your home, you have the right to cancel the contract without giving any reason within 14 days of entering into the agreement. However, if the service has already been carried out, this cancels that right. You must inform us with clear instructions if you wish to cancel and meet any costs already incurred by us. Any reimbursement from us will be made within 14 days.

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, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, Est Midlands, B91 1AA, who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

7. Cremated Remains

We will collect cremated remains from the crematorium as soon as practicable and hold them for you, the client, for a short time, unless you instruct us otherwise. We will write periodically to remind you and if we do not receive a reply we have the right to return them to the crematorium for scattering.

7. Agreement

Your continuing instructions will amount to your 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 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.