

Terms of Business

We are members of both the National Association of Funeral Directors (NAFD) and the National Society of Allied and Independent Funeral Directors (SAIF) and subscribe to their current Codes of Practice and standards. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

Estimates and Expenses

Our estimates set out the services we agree to supply. The 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 any 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.

Payment Arrangements

Unattended funerals (sometimes referred to as Direct Funeral) should be paid in full at the time of making the funeral arrangements, otherwise all other funeral accounts are due for payments within 30 days of our account unless 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 banks 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 judgement (unless a court orders otherwise)

We may recover the cost of engaging a third-party company to collect the balance on our behalf who may also add fees, charges and interest.

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 and 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 from you the fees we incur. 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.

General Data Protection Regulation (Data Protection Act 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.

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 instructions 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, which we have incurred or are committed to.

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 that we provide to you, please raise them in the first instance with our director who is responsible for the arrangements. If that does not resolve the problem to your satisfaction then please contact NAFD Resolve at 618 Warwick Road, Solihull, west Midlands B9 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 a prompt and efficient service to you, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations to you on the date and time specified. Where this is the case we will attempt to contact you in advance, and advise you of alternative arrangements.

Delays, postponement, or cancellation of the confirmed funeral service date and time caused by you or anybody you consider their attendance to be essential, unless we have been contracted to provide necessary transportation, shall be deemed the responsibility of you the client, and therefore you will have to pay our charges and expenses, and any additional third party costs.

If your behaviour or any family member, friend or associate of the deceased causes or is likely to cause distress, damage, danger and annoyance to any of our clients, employees or anyone else providing services for the funeral, we may terminate the funeral arrangements immediately and we will have no further liability to provide any further service or facility, nor refund, compensation or any additional costs you incur.

Health and Safety

The health and safety of our employees is paramount. If the weight of the coffin demands, we shall use the aid of a trolley to bear the coffin. Similarly, this same health and safety requirement shall apply if the ground or flooring is slippery, place of the service has insufficient door heights or there is a lack of space around the coffin whilst carrying it.

If it is known or suspected that the deceased died of a highly infectious or contagious condition then we have the right to refuse to carry out embalming, hygienic treatment or dressing of the deceased to minimize the risk to our employees.

Members of the deceased's family or friends may only be permitted to carry the coffin at the discretion of the director in charge of the funeral if this can be safely achieved, and on the understanding that our company can not be held responsible for any injuries or damage.

Agreement

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

The contract arising from any confirmed arrangements is to be interpreted according to, and subject to the Laws of England.