

## **Term of Business as approved by The National Association of Funeral Directors**

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 on request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

### **1. Estimates and expenses**

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 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 will give you a best estimate of such charges on 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. Where we are asked to render an invoice to someone other than the person signing the estimate, we will send a copy to the third party for countersignature before the funeral takes place.

### **2. Payment arrangements**

**All fees including fees for our services and disbursements as listed on the estimate are payable in full before the funeral. Should full payment not be received 72hrs prior to the date of the funeral then this may result in postponement or cancellation subject to clause 5.**

**A full and final invoice will be sent to you 7 days after the funeral place and should there be a balance to pay it is due within 14 days.** We reserve the right to recover any congestion charge incurred in the performance of our duties. If you fail to pay us in full on the due date, we reserve the right to charge interest as detailed within the Terms & Conditions. We may recover (under clause 3) the cost of taking legal action to make you pay. Interest at the rate of 1.5% per month is chargeable on outstanding amounts after 14 days.

### **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 did 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 or solicitors, we may also recover the fees incurred. 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 will ask the court to make you pay our legal costs.

### **4. Data protection.**

Your privacy is important to us and we are committed to keeping your personal information secure and managing it in accordance with our legal responsibilities under the **Data Protection Act 2018** and applicable data protection laws. We are also registered with the UK Information Commissioner's Office (ICO) as a data controller.

We will process the personal information you give us in order to provide you with funeral arrangement services. As part of this request, we will collect your name, address, telephone number and payment details. We do not generally process special categories of personal data such as information about an individual's health unless you have voluntarily provided this to us. For example, where you have advised us of a health issue, which we need to know to provide a service to you. We will retain your personal information for an indefinite period for the purposes of future arrangements should they be required and any call recordings for 6 years from when we end our relationship with you.

We will use your personal information to service your request, to process your payment and to advise you of services you have requested including memorials, probate services, cremated remains services, renewal of insurances on memorials, bereavement care services and annual memorial services.

We will process your information where we have a legitimate interest to do so, where you provide your consent or where we are permitted by law. In particular we will process your personal information to assess your needs and provide you with suitable products and services in order to fulfil our contract with you, to manage and develop our

relationship with you and inform you of products and services which you have requested which is based on our legitimate interest to service your requests and if we are we are obliged to disclose information by reason of any law, regulation or court order in order to meet our legal obligations.

Where necessary or required we may need to share your personal information with our appointed funeral directors, services providers, IT contractors, and third-party data centres to manage our IT infrastructure.

We invest appropriate resources to protect your personal information, from loss, misuse, unauthorised access, modification or disclosure. However, no system can be 100% secure and we cannot be held responsible for unauthorised or unintended access that is beyond our control. We will keep our personal data processing activities under review and may make updates from time to time. Any minor changes will be posted on our website and we will communicate any major changes to you.

You have the right to request copies of your personal information and details of how we use that information. If you think any of the personal information, we hold about you is inaccurate, you may also request it is corrected or erased. You also have a right, in certain circumstances, to object to our processing of your personal information, to require us to stop processing your personal information and/or to withdraw your agreement to processing based on 'consent', but this does not apply where we have other legal justifications to continue processing your data or an overriding legitimate interest.

If you have a complaint about how we have handled your personal information you may contact us using the details below and we will investigate your complaint. You also have the right to complain to the Information Commissioner's Office (<https://ico.org.uk>), which regulates the processing of personal 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, 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 7 days of due date for performing services	100% of fees payable
Termination within 8 days of due date for performing services	80% of fees payable
Termination within 2 weeks of due date of performing services	50% of fees payable

## 6. Conduct

Under the terms of the National Association of Funeral Directors you have a cooling off period of 7 days during which the contract cannot commence without your specific authority. 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 our Managing 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 and the disbursements paid in full. 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 and advise you of alternative arrangements.

## 7. Agreement

Your continuing instructions 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 and signed by one of the Directors, and expressly stating an intention to vary these terms. We may assign and transfer all of our rights and obligations in relation to all services and products that we agree to supply to you under these terms to any person or entity who or which acquires all or part of our business provided that the acquirer undertakes with us in writing to be bound by our obligations. 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 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 & Welsh Courts have non-exclusive jurisdiction