

## Terms of Business

We are a member of the National Association of Funeral Directors and The National Society of Allied and Independent Funeral Directors and subscribe to their current Codes of Practice, copies 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 and Expenses

The estimate sets out the services we agree to supply. This 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 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 give you a best estimate of such charges in the written estimate. A 10% surcharge may be charged on any catering invoices paid by us. The actual amount of the charges will be detailed and shown in the final account. 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 in advance and advise you of alternative arrangements.

If you amend your instructions we may need to make an extra charge in accordance which will be also shown on the final invoice.

### 2 Payment Arrangements

The funeral account is due for payment within thirty days from the date on the invoice. If you fail to pay us in full on the due date, we may charge you interest: At a rate of 3%

This will be calculated, on a monthly 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)

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

### 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 the losses we incur because you do not comply with these terms. For example, if we instruct debt collection agents, we are entitled to 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.

### 4 Data Protection

We respect the confidential nature of the information given to us and where you provide us with personal 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 Data Protection Act 1998 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.

### 5 Cooling-Off Period

The cancellation of Consumer Contract 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 fourteen 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.*

### 6 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 we or 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.

### 7 Standards of Service

We aim to provide a high quality service in all aspects. We are members of the National Association of Funeral Directors and The National Society of allied and Independent Funeral Directors and we abide by their Codes of Practice. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person i.e. one of the company director's.

### 8 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. This agreement is subject to English Law.