

TERMS OF BUSINESS

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

Our Charges and Disbursements - Our estimate is an indication of the charges to be incurred on the basis of the information and details we know at the time of preparing the estimate. Our charges will remain as stated, unless variations are made by you, in writing (see below). The disbursements are liable to alteration, particularly where third parties change their rates or charges. If you amend your instructions to us, YOU will confirm those amendments to us in writing as soon as possible. We may need to make an extra charge in accordance with prices published in our current price list.

Payment Arrangements - The funeral account is due for payment within 30 days of presentation to you, unless otherwise agreed by us in writing. If you fail to pay in full within 30 days from the date of the account, interest at a rate of 1% each month thereafter will be added until the account is paid in full, and before any Judgment unless a Court orders otherwise. We may recover the cost of taking legal action to make you pay. We reserve the right to ask for a deposit or third-party payments to be made in full prior to funeral arrangements being undertaken; failure to meet this requirement 48 hours prior to the funeral may result in the funeral being cancelled.

Indemnity - You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly, including financial 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.

Data Protection - Words shown in italics are defined in the Data Protection Act 2018 (“The Act”). 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* only for the purposes of carrying out our services. We adhere to all applicable data protection legislation when processing personal data; for further information on this please refer to our Privacy Policy. A copy of our Privacy Policy is available on request. 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. We cannot absolutely guarantee the security of information communicated by email. Unless you tell us not to do so, we may use email to communicate.

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.

Care of the Deceased - We reserve the right to charge for care of the deceased if a funeral has not taken place within four weeks of the collection of the body.

Cremated Remains - It is our policy to retain cremated remains on behalf of a family for up to one year from the date of the cremation. We would strongly encourage you to collect your loved one within this time. If after 1 year and every effort to contact the family fails, we will scatter your loved one’s ashes in a suitable location and in a dignified manner, keeping a record of where and when the scattering took place. We will however, if requested, retain the ashes until the husband/wife or partner passes away.

Personal Belongings - We will look after your loved one's personal belongings for 3 months. If after this time they are not collected they will be given to a local charity. We will however hold them for longer at your request.

Conduct - The National Association of Funeral Directors’ 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 to our Funeral Manager. 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 provides 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 for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfill 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 supplied and advise you of alternative arrangements.

Agreement - Your continuing instructions amount to your continuing acceptance of these Terms of Business. Any waiver or variation of these Terms is binding in honour only unless: 1) made (or recorded) in writing, 2) signed by one of our Funeral Directors and 3) 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any UK Court.