



**WAYNE KELLY**  
INDEPENDENT FUNERAL DIRECTORS  
*Personal • Compassionate • Professional*

## **Terms of Business**

### **Estimates and Expenses**

Our 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 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. Our normal practice is to ask for advance payment of our anticipated disbursements, as set out in the estimate. Any advance payment will be deducted from our final invoice.

### **Terms of Payment**

The company will forward its final invoice to another person when so instructed by the client. The client is, however, personally liable for making payment in full of all company charges and disbursements, and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the company until full payment is received. The client also remains liable for any outstanding balance due to the company which (in applicable cases) is not discharged by the nominated other person, the DWP, or whoever is administering the deceased's estate and in any case the client is responsible for ensuring the payment terms. Please note that we reserve the right to ask for full payment in advance before providing any of our services. If you fail to pay the final invoice amount, in full on the due date, we may charge you interest at a rate of 4% a year above the base lending rate of the Bank of England or Statutory Interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, where applicable which may change from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

### **The Simple/Direct Funeral**

Full payment for The Simple/Direct Funeral must be made within 72 hours of arranging the funeral. Failure to do so may result in the funeral arrangements being delayed or cancelled.

### **Traditional Adult Funerals**

- a) 50% deposit payment due within 72 hours of arranging the funeral.
- b) An invoice for the remaining 50% balance will be sent approximately five days after the funeral.
- c) Payment is due within 14 days of the funeral date.
- d) Payment methods: Cheque, Cash or BACS transfer.

### **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 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 the fees we incur from you. 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 we will ask the court to make you pay our legal costs.

**Data Protection**

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 can, by applying to us in writing and paying a fee, receive copies of that data.

**Right to Cancel**

(Arrangements made in the client's home only) You have the right to cancel the contract, if you wish. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives a client signing a contract with a company in their home a right to cancel within a period of 14 days, starting with day one being the date the client signs and acknowledges receipt of this agreement. This right can be exercised by sending or taking a cancellation notice to Wayne Kelly Independent Funeral Directors Ltd, R20 Marshall Way, Commerce Park, Frome, Somerset BA11 2FE at any time within the period of 14 days, starting on the day of the arrangement. Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid once the performance of the contract has begun and prior to the cancellation notice being received

**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 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 two days of due date for performing services – 100% of fees payable

Termination within one week of due date for performing services – 80% of fees payable

Termination within two weeks of due date for performing services – 50% of fees payable

**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; 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.