



## **Terms of Business**

### **Conduct**

We are a member of The Society of Allied & Independent Funeral Directors ("SAIF"), a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, 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.

### **Estimates and Expenses**

**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**

**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. On occasion we may also charge you an administration fee. 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

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

Full payment for the Simple/Direct Funeral must be made within 72 hours of arranging the funeral by cheque, cash, or BACS (bank transfer). Failure to make payment within this time may result in the funeral arrangements being delayed or cancelled.

### **Traditional Adult Funerals**

- a) A deposit of 50% of the total funeral cost is due within 72 hours of arranging the funeral.
- b) An invoice for the remaining 50% balance will be issued approximately five days after the funeral.
- c) Payment of the balance is due within 14 days of the funeral date.
- d) Payment methods accepted: cheque, cash, or BACS (bank transfer)

### **Indemnity**

You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by

you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice. We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising. Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

### **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 ("data"), we will ensure that the data will be held securely, in confidence and processed only for the purpose of carrying out the services. In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly. Further details regarding these third parties are available upon request and are noted in our privacy policy. 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. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

### **Cooling-Off Period**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the "**Cooling-off Period**"). If you wish the performance of the services to which this right applies to commence before the end of the cooling-off period, you must tell the person named below, in writing at the time of your initial instruction. In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

### **Termination**

Termination This agreement may be terminated before the services are delivered either by us if you fail to honour your obligations under these terms, or by you communicating to us in writing that you wish to terminate your instructions. If you terminate, 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, together with our reasonable charges and expenses for work carried out up to the point of cancellation. In addition, a proportion of our professional fees may be payable depending on the proximity to the funeral date: up to 50% if cancellation occurs within 14 days of the funeral date, up to 80% if within 7 days, and up to 100% if within 48 hours, reflecting the increasing costs and commitments involved as the funeral date approaches.

### **Standards of Service**

The Society of Allied & Independent Funeral Directors (SAIF) Code of Practice requires that we provide a high-quality service in all aspects. 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. If that does not resolve the problem to your satisfaction SAIF provides a dispute resolution service, as an alternative to legal action. You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to [standards@saif.org.uk](mailto:standards@saif.org.uk).

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. Therefore, we endeavour to meet all dates and times provided on the

estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements. We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

### **Agreement**

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. The full Terms and Conditions provided to you at the time of arranging the funeral shall form the legally binding agreement between us and will take precedence over these online Terms of Business. These should be read carefully before signing. 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.