

Terms of Business

We are a member of The NAFD (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.

Estimates and Expenses

We provide a written estimate which sets out the services we agree to supply at the time of the arrangement based upon your preferences. This estimate is an indication of the charges likely to be incurred in order to fulfil your wishes. Whilst 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. The actual amount of the charges will be detailed and shown in the final account.

If you amend your instructions we may 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 do not add VAT to our charges as funerals are VAT exempt.

Payment Arrangements

We ask you to pay the estimate total three working days prior to the date of the funeral. If this payment is not received the funeral will not go ahead.

A final invoice will be issued within a 10 working days of the funeral taking place, this invoice will show the payment made to cover the estimate, and will show if there is any further fees to pay. While we make every effort to make the estimate as accurate as possible there are some circumstances where extra fees are incurred or additions are made after the estimate is provided.

The funeral account is due for payment within fourteen days of our invoice, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we may charge you interest:

- - at a rate of 4% above our bank's Base Rate from time to time in force;
- - calculated (on a daily 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).

Under Clause 3 we reserve the right to recover the cost of taking legal action against you for any monies due to us.

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. 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 & GDPR 2018

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 you can, by applying to us in writing and paying a fee, receive copies of that data. The new GDPR regulations are dealt with by new written publications. 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 Cancellation of Consumer Contracts 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 14 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.

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 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.

Standards of Service

The Company will comply with the NAFD Code of Practice, whilst the Company remains a member of the NAFD, and the terms of the NAFD Resolve Scheme.

The Company is confident that it will provide a high-quality service in all respects. However, if you have any queries or concerns about the Company's service you should first take them up with the Company.

We are committed to provide a good service. It is important you immediately raise any concerns with us.

If the complaint cannot be resolved then you can refer your complaint to the NAFD Resolve to be dealt with under the NAFD Resolve's Dispute Resolution Service.

As a member of the NAFD, the Company is obliged to co-operate with its complaints and disputes procedure and to abide by the decisions of the NAFD Resolve or the NAFD Disciplinary Committee.

A copy of the Code of Practice will be supplied by the Company upon request or alternatively can be viewed on the NAFD website at www.nafd.org.uk.

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 fulfil our obligations on the date or time specified. Where this is the case we will attempt to contact you in advance, using the details you have provided, and advise you of alternative arrangements.

We cannot be held responsible for the performance of all third parties which may include, but not specifically, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

Additional Legal Requirements

Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £40 per bearer will be charged.

Any unclaimed items of clothing / effects will be discreetly disposed of after 28 days of the date of the funeral. If you wish for us to store any items longer than this please inform us as soon as possible.

Instructions regarding cremated remains are to be issued by the cremation applicant and remain their "ownership", unless otherwise agreed.

Any special offers however presented (verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice. This includes "Simplified Funerals" and "Direct Cremation" packages.