

# Our Terms of Business

We are members of the National Society of Allied and Independent Funeral Directors (SAIF) and the National Association of Funeral Directors (NAFD) and subscribe to their 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.

## 1) 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.

## 2) Terms of Payment

The funeral account is due for payment within thirty days of our account, 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).

We may recover (under Clause 3) the cost of taking legal action to make you pay.

### Final Invoice

If you fail to pay us in full on the due date we may charge you interest; in accord with the Late Payment of Commercial Debts (Interest) Act 1998, before or after any judgment, unless a court orders otherwise. We may recover (under clause 3) 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 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.

## 4) Data Protection (GDPR) and Privacy

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 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 and friends, unless you specify.

## 5) Conduct

Our 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 with our designated senior person. If that does not resolve the problem to your satisfaction then please contact:

NAFD Resolve,  
618 Warwick Road, Solihull,  
West Midlands B91 1AA.

email: [resolve@nafd.org.uk](mailto:resolve@nafd.org.uk)  
<https://nafd.org.uk/resolve/>

who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

All dates and times provided 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 to you on the date or time

specified. Where this is the case we will attempt to contact you in advance, using the details provided and advise you of alternative arrangements.

## 6) 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.

## 7) 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.

## Right to cancel

**(Arrangements made in the client's home only)**

You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director 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.