

TERMS OF BUSINESS

We are members of the National Association of Funeral Directors and the Society of Allied and Independent Funeral Directors and subscribe to their current Code's of Practice, copies of which are 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

The estimate we provide sets out the services we agree to supply. The 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 the 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 the 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 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) Payment Arrangements

Direct services (Cremation and Burial) invoices will be raised at time of arrangement and have to be paid immediately.

At our discretion, standard service invoices will be raised at time of arrangement and have to be paid before the funeral is confirmed.

Where credit is offered, the funeral invoice will be presented within 21 days and will be due for payment within thirty days, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we may charge you interest. This will involve a 10% handling fee and 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 Judgement (unless a Court orders otherwise)

We may recover (under Cause 2) 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 from you the

fees we incur. 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

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, 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 operate according to the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018 Under the Act you have the right to know what data we hold on you and you can, by applying to us in writing, receive copies of that data.

5) Cooling-Off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of fourteen 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 for goods and services already supplied

6) 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 for the work carried out up to the time your termination is received.

7) Standards of Service

Our trade associations, the Society of Allied and Independent Funeral Directors and The National Association of Funeral Directors have Code's of Practice that require us to 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 we will provide you with details of how you can complain to our trade associations. 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 to you on the date or time specified. Where this is the case we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.

8) Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. 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 Scottish Law. If you decide to commence legal action, you may do so, in any appropriate UK court.