

## Terms of Business

We are a member of The Society of Allied and Independent Funeral Directors and subscribe to its current Code of Practice, a copy of which is available upon request.

**1. Estimates and Expenses.** The Estimate which is supplied sets out the services we agree to supply. This estimation 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. 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 will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.

**2. Payment Arrangements.** Payment in cleared funds is due 48 hours (excluding Saturday, Sunday, Bank and Public holidays) prior to the funeral.

**No need to wait for Probate.** If sufficient funds are available, settlement can usually be made directly from the bank account of the deceased without waiting for Probate. If you fail to pay us in full by the due date, the funeral may be delayed or cancelled. 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 Judgement (unless a Court orders otherwise).

We may recover (under clause 3) the cost of taking any legal action to make you pay. In the case of a Cremation we will not return any Cremated Remains until full payment has been received.

**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 of £35 where we receive a cheque from you which is subsequently not honoured or if we write to remind you an account is overdue. If we instruct debt collection agents we will also recover from you the fees we incur. 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 for 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 we will ensure the data is held securely, in confidence and processed for the purpose of carrying out our service. 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 Data Protection Act 2018 you have the right to know what data we hold on you and you can, by applying to us in writing receive a copy of that data.

**5. 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 **fourteen days**. 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.

**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 the termination, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

**7. Agreement.** Your continuing instructions will amount to your 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.

**8. Cremated Remains.** We will keep safely any Cremated Remains for one calendar month from the funeral date, after which time and unless otherwise agreed in advance, we will charge £40 per calendar month until collection.

If any of these Terms are unenforceable as drafted:

It will not effect 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 English Law. If you decide to commence legal action, you may do so in any appropriate UK Court.

**Alec Butcher Independent Funeral Director, 33 Meredith Road, Ipswich IP1 6ED**