

Colin Phillips and Daughters Funeral
Directors
Terms of Business

We are a member of the National Association of Funeral Directors (NAFD) and subscribe to its current Code of Practice, a copy of which is available on 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 give sets out the services we agree to supply. This estimate is an indication of what charges are 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 after receiving the estimate, we will require written confirmation of the changes.

In certain circumstances we may need to make an extra charge in accordance with prices published in our current price list.

2. Payment Arrangements

The funeral account will be issued a week or so after the funeral has taken place, and is due for payment within six months, unless stated otherwise by us in writing.

We understand that to pay the account in one large sum is not always financially possible. Therefore we are happy to make

arrangements for the funeral account to be paid monthly by direct debit or by alternative payment terms deemed suitable to both you and ourselves. We will require written confirmation of agreed payment arrangements should this be the case.

If payment is not made in full by the due date and no contact has been made by you to make alternative arrangements, we maintain the right to take legal action or involve debt collection agents at any time after the due date.

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 obligations under our Terms of Business. For example, if we instruct debt collection agents we may also recover from you the fees we incur. We may claim any form of losses from you at any time.

4. Data Protection

Words shown in *italics* are defined in the Data Protection Act 1998.

We respect the confidential nature of the information given to us and, where you provide us with *personal 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.

5. Cooling-Off Period

The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 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 supplied. In the event that you exercise the right to cancel this contract during the cooling-off period, you will be required to pay an amount, deemed reasonable by us, of 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 an amount, deemed reasonable by us, for the goods supplied and work carried out up to the time the termination is received.

7. Standards of Service

The National Association of Funeral Directors' 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 person with our designated senior person. If that does not resolve the problem to your satisfaction the NAFD through the Funeral Arbitration Scheme (FAS) provides a low cost dispute resolution service, as an alternative to legal action. The FAS and how it can be accessed, is explained in the leaflet entitled "Your Right to Put It Right" available on request. The FAS provides independent conciliation and arbitration through IDRS Ltd, a wholly owned subsidiary of the centre for effective dispute resolution.

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 your control, we are unable to fulfil our obligations to you on the date or times specified. Where this is the case we will attempt to contact you on advance, 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
- 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 with legal action, you may do so, in any appropriate UK Court.