

# Terms Of Business

We are a member of the 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.

## 1 Estimates, Expenses & Disbursements

We will provide you with an estimate. The estimate sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred based on 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 full cost of third-party charges in advance of the funeral; however, we will 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. We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the invoice.

We may ask for up to 50% of the estimate before the funeral takes place or as a minimum the disbursement charges incurred. A disbursement is any product or service where the cost is not determined by us. The payment of these charges must be made seventy-two hours prior to the service taking place. You can make payment using card, cash cheque or via BACS. Any personal cheque received will be subject to clearance and to be of monetary value before we carry out the funeral or service you have requested.

## 2 Payment Arrangements

As the applicant you are personally responsible for the payment of this account. The full amount is due for payment within fourteen days of our account date, 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 before and after any Judgment (unless a Court orders otherwise).

All accounts beyond our credit terms will be passed to our debt collection agency Sinclair Goldberg Price Ltd. All accounts without exception will be subject to a surcharge of 15% plus VAT to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement (Under Clause 3)

## 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

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.

## 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. By signing this agreement you agree to the commencement of work on your behalf immediately. You may still cancel this agreement within fourteen days unless the work has been completed (Funeral has taken place). 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 termination, be asked to pay a reasonable amount based upon the work carried out up to the time your 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 instance with our designated senior person. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors through the NAFD Resolve service provides a low-cost dispute resolution service, as an alternative to legal action. You can contact the Resolve service at 618 Warwick Road, Solihull, West Midlands B91 1AA. Resolve, and how it can be accessed, is explained in the leaflet entitled NAFD Resolve made available to you and on display on our premises. The NAFD Resolve service provides independent conciliation and arbitration through the Centre for Effective Dispute Resolution "CEDR".

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 provided, and advise you of alternative arrangements.

## 8 COVID-19 Restrictions on Gatherings

The Health Protection (Coronavirus, Restrictions) (All Tiers) (England) Regulations 2020 place important legal obligations on those who organise funeral gatherings and those who manage the premises at which funeral gatherings take place.

You agree that you have been made aware of the following restrictions and by signing the estimate agree that you will comply to those regulations as stated.

You understand that, as the gathering organiser in respect of this funeral you are required by law to take all reasonable measures to limit the transmission of coronavirus at the funeral.

You also understand that any gatherings of more than the permitted maximum at a venue at a funeral is not permitted by law.

You also understand that you are under a legal obligation to take all reasonable steps to prevent a situation in which more than the permitted maximum number of people attending the funeral gathering that you are organising.

You agree to notify the funeral director immediately if you become aware of a risk that more than the maximum number of people permitted will seek to physically attend the funeral.

You also understand that, if more than the permitted maximum number of people attend the funeral, we (A J Lloyd) are under an obligation to immediately notify the relevant authority.

We (A J Lloyd Funeral Directors) do not take any responsibility for the gathering and will not be responsible for any fines incurred by said gathering issued by either the local authority or police.

## 9 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 English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.