

A J Lloyd Funeral Directors Limited

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.

2 Payment Arrangements

We will ask for the full amount of the estimate of costs before the funeral takes place. The payment of these charges including disbursements must be made three working days 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 have to be of monetary value before we carry out the funeral or service you have requested.

As the applicant and by signing this estimate you are personally responsible for the payment of this account. We are not able to wait for probate to be granted in order to allow payment to be made. If you significantly alter the funeral arrangements after signing the original estimate, a new estimate of costs will be given and that will be the new amount owed. Should you further alter the funeral arrangements in a minor way then a new invoice will be raised after the funeral has taken place. Any subsequent invoice raised by us for any outstanding amount must be paid within fourteen days of our account date. Any refund owed to you will also be made within this time, 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 (GDPR)

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, you can receive copies of that data.

A full copy of our UK GDPR policy is available upon request.

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 (i.e. the 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

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pay a reasonable amount for goods and services already supplied.

6 Termination or Suspension

This agreement may also be terminated or suspended before the services are delivered:

(1) by us if you fail to honour your obligations under these Terms. Should you fail to make the agreed payment in full as agreed in section 2 "*Payment Arrangements*" we reserve the right to move the funeral date to a day and time where that is convenient to allow payment to be made. You will be responsible for any additional costs or fees incurred by third parties or ourselves as a consequence of moving the funeral date or time

(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 Cremated Remains

We reserve the right to return uncollected cremated remains to the crematorium should they

not be collected within twenty-four months following the cremation date. We will write to you to ask for updated instructions before we return them. If we do not receive a reply within a reasonable amount of time (4 weeks) we will return the cremated remains. You are responsible to update us with your correct contact details. You will be asked to sign a change of instructions form at the initial arrangement and this will be held on file and used if required by ourselves to facilitate the return of the cremated remains. You will be responsible for any fees incurred at the crematorium by the return of the cremated remains.

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.

I agree to the terms and conditions as set out above.