

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

9. Additional legal requirements

Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

10. If additional bearers are required due to the size or weight of the Coffin/Casket or difficult access to the place of service then additional costs of £50 per bearer will be charged.

11. Any unclaimed items of clothing or personal effects will be discreetly disposed of after 14 days of date of death.

12. Instructions regarding cremated remains are to be issued by the cremation applicant and remain their ownership. Unless otherwise agreed

13. We will update our website with funeral details You will be asked for your preferences with the information to be displayed.

14. Much Loved, our on-line charitable donation processing partner makes charges online donation and gift aid reclaim service for UK Charities of not more than 3.2% exclusive of any third-party payment card charges. This fee includes all donation processing, service maintenance and development plus administration work including a full Gift Aid reclaim service. Please advise us if you do not wish to use their services.

15. Offers Any special offers however presented (verbally, written, leaflet drop, virtually, perceived, etc.) will have a limited time of availability and may be amended or withdrawn without notice. This includes “Simplified Cremation” and “Direct Cremation” packages.

West Berkshire Funeral Directors Limited

Clarendon House 44 London Road Newbury Berkshire RG14 1LA

TERMS OF BUSINESS

We are a member of the Society of Allied & Independent Funeral Directors (SAIF) 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 and Expenses

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 exact cost of 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 may 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

The funeral account is due for payment within twenty-one days of our invoice, unless otherwise agreed by us in writing or if you opt for one of our fixed cost, simplified or standardised funerals when the deposit requirements and payment terms will be much shorter.

- **Fixed Cost Direct Funerals** ~ Payment in full before funeral date.
- **Simplified, Bespoke & Traditional funerals** ~ 0% deposit required.

If you fail to pay the required deposit your arrangement will revert to the Traditional funerals price list or higher if you have chosen a bespoke funeral arrangement. 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; and
- before and after any Judgment (unless a Court orders otherwise).

We may recover (under Clause 3) 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 must take legal action, we will ask the Court to make you pay our legal costs.

4 Data Protection & GDPR 2018

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. 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. **The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.**

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 14 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 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 Society of Allied & Independent 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 Society of Allied & Independent Funeral Directors, through the SAIF Consumer Protection Scheme, offers a dispute resolution service as an alternative to legal action. More information and contact details for the SAIF Consumer Protection Scheme can be found at: <https://saif.org.uk/about-saif/complaints/>.

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 contact details provided, and advise you of alternative arrangements. We cannot be responsible for the performance of all third parties which may include, but not specifically, Crematoria, Councils, Gravediggers, Ministers, Civil/Humanist/Independent Funeral Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers etc.