

TERMS OF BUSINESS

We are members of the National Association of Funeral Directors (Mem No. 3191) and subscribe to its current Code of Practise, 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.

No Deposit is required before the funeral takes place.

Estimates and Expenses. The estimate overleaf sets out the services we agree to supply. This estimate 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. 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 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 will require written confirmation of these 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. 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 overleaf and advise you of alternative arrangements.

Third Parties – We will not accept any responsibility for failure or omission by any third party whether contracted by ourselves or the client.

Payment arrangements. - **The funeral account is due for payment within seven days of our account 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 banks base rate, 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 court judgement (unless a court decides otherwise). We may recover the cost of taking legal action to make you pay.

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 any losses we may incur because you did 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 debts we incur. Further details regarding these fees are available on request. We may claim these losses from you at any time and, if we take legal action, we will ask the court to pay our legal costs,

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, to receive copies of that data. Our ICO ref: ZA351492

Cooling-Off Period. The Consumer Contracts (Information, Cancellation and 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 this agreement to which this right applies to commence before the end of the cooling-off period you must sign the authority on this form. 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.

Termination. This agreement may also be terminated before the services are delivered: (1) by us if you fail to honour your obligations under the terms and (2) by your communication to us in writing terminating your instructions. If we or you terminate your instructions you may depending upon the reasons for your termination be asked to pay a reasonable amount based on the work carried out up to the time your termination is received.

Standards of Service. The national Association of Funeral Directors Code of Practise requires that we provide a high quality of service in all respects. If you have any questions or concerns about the service we provide to you please raise them in the first instance with Mr Andrew Gauld. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors through the NAFD Resolve service provides a free dispute resolution service as an alternative to legal action. You can contact NAFD Resolve at 618 Warwick Road Solihull West Midlands B911 AA. Tel: 01217111636. www.nafd.org.uk/resolve..

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 identifiable 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 amended. Nothing in these Terms restricts or limits our liability for death or personal injury. This agreement is subject to Scottish and English Law. If either party decides to commence legal action they may do so in any appropriate UK Court