

Bridgewater Funeral Service 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 and Expenses

Our estimate attached is an indication of the charges likely to be incurred based on the information and details we know at the date of estimate. Whilst we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration particularly where third parties change their rates of charges.

We may not know the amount of third-party charges in advance of the funeral, however we will give you a best estimate of such charges on the written estimate. The actual amount of charges will be detailed and shown in the final account.

If you amend your instructions, we will require your written confirmation of changes. We may need to make an extra charge in accordance with prices published in our current price list.

2. Payment Arrangements

- Tailored Funerals: A deposit will be required at the time of making the funeral arrangements usually 50% however this may increase dependent on the services required. The account balance is due for payment within 7 days from the date of invoice unless otherwise agreed by us in writing.
- Simple and Direct Funerals: Payment in full is required prior to the funeral taking place, usually at least 48 hours prior.

If you fail to pay us in full on the due date we may charge you interest;

- At a rate of 4% above our banks current base rate;
- Calculated (on a daily basis) from the date of Invoice until payment;
- Compounded on the first day of each month; and before and after any judgement (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 harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and legal fees on a full indemnity basis) following any breach by you 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 you to request an overdue payment. If we instruct debt collection agents we may also recover any fees from you that we incur. We may claim these losses from you at any time and if we have to take legal action we will apply to 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 about you and 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. 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

We reserve the right to terminate our services if you fail to honour your obligations under these terms. We are under no obligation to accept your termination until we receive your instruction in writing.

If you terminate your instruction or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below;

- Termination within 2 days of service date 100% of fees payable
- Termination within 1 week of service date 80% of fees payable
- Termination within 2 weeks of service date 50% of fees payable

7. Conduct

Our Code of Practice requires that we provide a high quality service in all aspects. If however, you have any questions or concerns about the service we provide to you, please raise them in the first instance with your Funeral Director. If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands, B91 1AA, who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

All dates and times provided cannot be guaranteed and although we endeavour to provide 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 and advise you of any alternative arrangements.

8. Agreement

Your continuing instruction will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless;

- Made (or recorded) in writing
- Signed by one of our Funeral Directors; and
- Expressly stating an intention to vary these terms

Your instruction 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 terms; and
- If it would be enforceable if amended, it will be treated as so amended English Law is applicable to any contract under these terms.