



Terms and Condition

We are members of the Society of Allied and 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, dignified and professional service, to an extremely high standard.

1. Estimate and Expenses

The estimate overleaf sets out the services we agree to provide. 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. Whilst we make every effort to ensure 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 will provide an estimate in good faith of such charges in the written estimate. The actual amount of the charges will be detailed and shown in the funeral 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 the charges as on our Funeral Charges list.

We will add VAT to our charges, where applicable, and at the rate applicable when we prepare the account.

2. Payment Arrangements

The funeral account is due for payment within 7 days of the date of our account, unless otherwise agreed by us in writing.

If you fail to pay us in full by the due date, we will charge you interest;

- **At the rate of 1.00% per month or part thereof compounded.**
- **No instalments arrangements are provided.**

We may recover any legal costs that may be incurred in the recovery of the debt.

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 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 received 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. 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 1988 ("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 in certain circumstances, receive copies of that data.

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 seven 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 at the bottom of this page. 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 the goods and services already provided.

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 and Independent Funeral Directors Code of Practice require 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 our Managing Funeral Director. If that does not resolve the problem to your satisfaction the Society of Allied and Independent Funeral Directors provides a low cost dispute resolution service, as an alternative to legal action. You can contact SAIF at: SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Herts, CM21 9DB. 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 and 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.

8. Agreement

Your continuing instructions will amount to you 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 decided to commence legal action, you may do so in any appropriate UK Court.

I have read and understood these Terms and Conditions. Signed

Complete and return a copy of this form ONLY IF YOU WISH TO CANCEL THE CONTRACT

To: South Downs Funeral Service
The Old Post Office House, Hambledon Road, Denmead, Hants. PO7 6NN. Tel: 023 9223 1567. E-mail: care@southdownsfuneralservice.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish to cancel my/our (delete as appropriate) contract within the cooling off period of fourteen days.

reference

Signed Name (Block capitals).....Date

Address.....