



# COUNTRY FUNERALS

## INDEPENDENT FUNERAL DIRECTORS

### TERMS OF BUSINESS

#### ESTIMATE AND EXPENSES

The estimate 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 surcharges in the written estimate. The actual amount of charges will be detailed in the final estimate. If you make any changes or amend your instructions, we may require your written instruction.

#### PAYMENT ARRANGEMENTS

The funeral account is due for payment within thirty days unless otherwise agreed by us in writing. Our normal practice is to ask for advance payment of any anticipated disbursements, as set out in the estimate. Any advance payment will be deducted from our final invoice.

#### Deposit Requirements

**Standardised (cma) Funeral** – Disbursement fees

**Package Funerals (Direct, Simple and Traditional)** – Disbursement fees.

Any deposit required must be paid within 48 hours prior to funeral date.

We reserve the right to add interest on all outstanding accounts at 3% above our banks base rate that remain unpaid after 90 days and any legal and court cost incurred due to non-payment.

#### 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 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 issues 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.

#### DATA PROTECTION AND GDPR

We respect the confidential nature of the information given to us and, where you provide us with personal 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 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.

#### COOLING OFF PERIOD

The Cancellation of Consumer Contracts made in the Consumers 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.

[www.country-funerals.co.uk](http://www.country-funerals.co.uk)

Westwell Lane, Westwell Ashford. Kent TN254LE

Tel: 01233 712222

Email: [leah@country-funerals.co.uk](mailto:leah@country-funerals.co.uk)





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### 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.

### 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 our designated senior person. If that does not resolve the problem to your satisfaction the please contact:

The Funeral Arbitration scheme, 618 Warwick Road, Solihull, West Midlands B91 1 AA, who provide independent conciliation and arbitration through the chartered institute of Arbitration. All dates and times provided 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.

### AGREEMENT

Your continuing instructions 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 directors; and - expressly stating an intention to vary these terms. 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. English law is applicable to any contract made under these terms.

The English and Welsh courts have non-exclusive Jurisdiction.

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