

John Saunders & Son

TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors (NAFD), a private limited company with registered number 11674376, having its registered address at NAFD Ltd., 618 Warwick Road, Solihull, West Midlands, B91 1AA. We are also a member of The Society of Allied & Independent Funeral Directors (SAIF), a private limited company with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Herts, CM21 9DB

We subscribe to their respective current Codes of Practice, copies of which are 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 written estimates set out the services we agree to supply. The 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 total 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 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.

2. Deposit

A deposit equal to the amount of third-party costs as shown on the estimate is payable 7 days before the date of the funeral. The cost of an alternative hearse (for example, horse drawn) if ordered is payable at the time of booking.

3. Payment Arrangements

The funeral account is due for payment in full within thirty days of the funeral date, unless otherwise agreed by us. If you fail to pay us in full by the due date, we may seek to recover payment through legal action or via a third party. We may recover (under Clause 4) the cost of taking such action.

4. 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, if we instruct debt collection agents, we may also recover from you the fees we incur and, if we must take legal action, we will ask the Court to make you pay our legal costs.

5. Data Protection/Privacy

Data Privacy laws changed on 25 May 2018 and the following sets out the privacy rights pertaining to information collected from users of our website and purchasers of all product and services offered by John Saunders & Son (herein known as "clients")

We will not sell, trade or rent clients' personal ID information to others, with the exception of passing your details to a third-party debt collection agency if it should prove necessary in order to recover any unpaid fees or expenses owing to us.

Web users may visit our website anonymously. We will collect personal identification information from visitors only if they voluntarily submit such information to us. At present we do not collect analytical information from our website, and we have no plans to do so in the future. Our website may use cookies to enhance user experience, but these are optional, and the user can choose to set their web browser to refuse cookies or to alert them when cookies are being sent. If a user chooses not to accept essential cookies, then some parts of the website may not function properly. If a user continues to use the website it is presumed that they are consenting to the site's use of cookies.

As a client, the only type of information that we will collect from you is your name; your address; your telephone numbers; your email address and the name and personal details of the deceased. This information will be used to provide the service that you have requested, to keep you informed and, if needed, to obtain or provide you with information in relation to the aforementioned service.

We use appropriate data collection, storage and processing practices and take security measures to prevent unauthorised access, alteration, disclosure, or destruction of your personal information.

We will keep your personal information for as long as we need it to complete our services to you as requested.

However, we may keep your personal data for up to 10 years for one of the following reasons: To respond to any questions or complaints; To show that we treated you fairly; To maintain records in compliance with rules applied to us as a business. We may keep your records for longer than 10 years if we are unable to delete it for legal, regulatory or technical reasons. If we do, then we will always ensure that your privacy is protected.

You have the right to request that we provide a full copy of all information that we hold about you. To do so you should make a "Subject Access Request" to us, by email or in writing addressed "FAO The Data Protection Officer". You also have the right to ask us to delete, remove or stop using your personal information if there is no

need for us to keep it. This is your “right to be forgotten”. Again, such requests should be made “FAO The Data Protection Officer” by email or in writing.

We do not send any personal data outside of the European Economic Area and we are registered with the ICO.

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 National Association of Funeral Directors’ (NAFD) Code requires that we adhere to their guiding principles, these being: To act in the best interests of each client, prospective client and customer; To provide the best possible care to bereaved people, specific to each client and family; To respect and maintain the dignity of deceased people at all times; To act transparently, with honesty and integrity; To provide clients with full and fair information about service, products and associated prices; To behave in a way that promotes public trust; To comply with all legal and regulatory obligations and deal with regulators in an open, timely and co-operative manner; To run our business effectively and in accordance with proper governance and sound risk management principles; To encourage equality of opportunity and respect for diversity; To encourage a culture that values and welcomes both negative and positive feedback, as a way of putting things right and continuously improving service.

If you have any questions or concerns about the service we provide to you, please raise them in the first instance with Mr J. G Cole (proprietor). If that does not resolve the problem to your satisfaction then NAFD RESOLVE provides a free dispute resolution service, as an alternative to legal action. You can contact NAFD RESOLVE at 618 Warwick Road, Solihull, West Midlands B91 1AA. NAFD RESOLVE and how it can be accessed, is explained in the leaflet entitled “NAFD RESOLVE” made available to you and on display on our premises. 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 and advise you of alternative arrangements.

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.

Disclosure of Interests

- 1: John Saunders & Son (Funeral Directors) is a sole tradership and the proprietor is John G Cole
- 2: There is no business or material financial interest in a price comparison website
- 3:a: There has been no material charitable donation to a third party
- 3:b: There has been no charitable contribution or payment of gratuity to a third party
- 3:c: There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to John Saunders & son