

John Saunders & Son

Independent Funeral Director

Day & Night Service

Proprietor Mr. J G Cole

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TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors and SAIF and subscribe to their 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 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 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 (and alternative hearse e.g. horse drawn if ordered) is payable at the time of confirmation of booking.

3. Payment Arrangements

The funeral account is due for payment in full within thirty days of our account, 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 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 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, receive copies of that data.

5 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.

6 Standards of Service

The National Association of Funeral Directors' Directors' of Practice requires that we provide a high quality service in all aspects. 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 the National Association of Funeral Directors through the Funeral Arbitration Scheme (FAS) provides a low cost dispute resolution service, as an alternative to legal action. You can contact the FAS at 618 Warwick Road, Solihull, West Midlands B91 1AA. The FAS, and how it can be accessed, is explained in the leaflet entitled "Your Right to Put It Right" 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.

7 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.