



## Terms of Business

We are a member of the National Association of Funeral Directors (NAFD) 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. Estimate and Expenses

The estimate overleaf 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. 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 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 will require your written confirmation of the changes. 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. Payment Arrangements

The funeral account is due for payment within thirty days of the date of the invoice unless otherwise agreed in writing. A deposit may be requested before the funeral date for an unattended funeral service or where funeral expenses are expected to exceed £2000. If you fail to pay us in full on the due date we may charge you interest:

- at a rate of 4% above our bank's Base Rate from time to time in force;
- calculated (on a daily basis) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any Judgment (unless a Court orders otherwise).

We reserve the right to employ a third part agency to assist us in the recovery of any unpaid invoices and we may add and recover (under Clause 3) any legal, collection costs or statutory interest to the claim.

### 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 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, 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 fees 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.

### 4. Data Protection and GDPR 2018

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 and paying a fee, 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 and friends, unless you specify otherwise.

## 5. Cooling-Off Period

The Consumer Contracts (Information, Cancellation and 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

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 & Complaints

The National Association of Funeral Directors' Code of Practice requires that we provide a high quality service in all aspects. All dates and times provided on the estimate overleaf 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 overleaf, and advise you of alternative arrangements. We cannot be responsible for the performance of third parties which may include, but not specifically: Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, International Repatriation Service Providers, Registrar, Coroner, Hospitals, Doctors etc. If 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 you are still not happy you may make a formal complaint as set out in our Complaints Procedure for the attention of the Office Manager via:

- Email: [office@jwfs.co.uk](mailto:office@jwfs.co.uk)
- Telephone: 01536 485635
- Post: Jack Warwick Funeral Service, 2a Wallis Road, Kettering, NN15 6NX

We will acknowledge and respond with the outcome within 10 working days. If you are not happy with our response to your complaint, you can ask for the complaint to be reviewed by the independent funeral complaints scheme NAFD Resolve (the complaint must be made within 12 months), which is operated by the Centre for Effective Dispute Resolution (CEDR). You can contact NAFD Resolve via:

- Email: [resolve@nafd.org.uk](mailto:resolve@nafd.org.uk)
  - Telephone: 0121 711 1636
  - Post: NAFD Resolve, 618 Warwick Road, Solihull, West Midlands B91 1AA
- Details of our Complaints Procedure and NAFD Resolve are available on request, on display in our premises and website.

## 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

## DISCLOSURE OF INTEREST

1. The ultimate owner of Jack Warwick Funeral Service Ltd Registration No. 9803226 under Directorship are Mr Daniel Halls & Mr Lloyd Woodhouse.
2. Jack Warwick Funeral Service Ltd has no connection with any price comparison website.
3. Jack Warwick Funeral Service has not made any charitable donations or gratuity to a third party or form of payment to a third party that does not relate to a cost incurred or a service provided by a third party.