



# Mears Family Funerals

## Independent Funeral Directors

### TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors (NAFD) and subscribe to their 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. Estimates and expenses

Our estimate, which is attached, is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of 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.

**Limousines are available to you for 2 ½ hours. This is from the time we reach the pick up address, throughout the funeral service, and finishes when we reach our branch after the funeral service. This additional time over the 2½ hours is charged at £40.00 per hour, per limousine. We will add any additional charge to your final account.**

We may not know the amount of third party charges in advance of the funeral, however we will give you a best estimate of such charges on 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 in full 5 working days prior to the funeral, unless otherwise agreed by us in writing.

If payment terms are agreed in writing and 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 may recover (under clause 3) the cost of taking legal action to make you pay.

#### 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 the fees we incur from you. 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**

Words shown in italics are defined in the Data Protection Act UK GDPR May 2018

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 i.e. crematoria, cemeteries and ministers, who are performing some of the services for you, they may need to contact you directly. Under the Act you have the right to know what data we hold on you and can, by applying to us in writing, receive copies of that data.

#### **5. Termination**

We reserve the right to terminate our services if you fail to honour your obligations under these terms. We are under no obligation to accept your termination until we receive your instruction in writing.

If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below;

Termination within 2 days of due date for performing services - 100% of fees payable

Termination within 1 week of due date for performing services - 80% of fees payable

Termination within 2 weeks of due date for performing services - 50% of fees payable

#### **6. 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 then please contact the NAFD Resolve - Centre for Effective Dispute Resolution at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide independent conciliation and adjudication.

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, using the details overleaf, and advise you of alternative arrangements.

#### **7. 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.