



J. E. DAVIES & SON

FUNERAL DIRECTORS

EDWARD DAVIES, Dip. F.D.

V.A.T. Reg. No. 791 2436 22



Established over 100 years

TERMS OF BUSINESS

We are a member of the National Association of Funeral Directors 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 Estimates and Expenses

We will provide you with a written “Confirmation of Instructions and Estimate of Funeral Expenses” document that 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 the best estimate of such charges in the written statement. The actual amount of the charges will be detailed and shown in the final account.

2 Payment Arrangements

The funeral account is due for payment within thirty days of our account, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we may charge you interest;

- at a rate of 4% above Barclays bank’s Base Rate from time to time in force;
- calculated (on a daily rate) from the date of our account until payment;
- compounded on the first day of each month; and
- before and after any Judgement (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 for losses we incur because you do not comply with these Terms. For example, we may charge you an administration fee where we receive a cheque from you which is subsequently not honoured or if we write to you to remind you that an account is overdue. If we instruct debt collection agents we will recover from you the fees we incur.

4 Data Protection

Words shown *in italics* are defined in the Data Protections 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.

5 *Cooling-Off Period*

The Consumer Contracts (Information, Cancellations & 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*

The National Associations of Funeral Directors' Code of Practice 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 the 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. The FAS provides independent conciliation and arbitration through IDRS Ltd, a wholly owned subsidiary of the Centre for effective dispute resolution.

8 *Agreement*

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.