

S. Carter & Son

Independent Funeral Directors & Monumental Masons

32 London Road Wickford Essex SS12 0AN – Telephone 01268 733108

We are proud members of the National Association of Funeral Directors and subscribe to its current Code of Practice, a copy of which is available upon request. As such we act in a professional manner and provide a courteous, sensitive and dignified service to you

Estimates and Expenses

Our Confirmation of Arrangements is a fair indication of the charges likely to be incurred on the basis of the information and details we are aware of at the time of our meeting. Whilst we make every effort to ensure the accuracy of the details given, the charges may alter, particularly where third parties change their rates or charges.

We may not know the exact amount of third party charges in advance of our meeting; however we will give you our best estimate of such charges in writing. The actual amount of the charges will be confirmed before the funeral and detailed in the final account.

If you amend your instructions, we will require your written confirmation of changes; however we reserve the right to act on verbal instructions for changes in the absence of your written confirmation. Any additional services required will be, of course, subject to additional charge/s in accordance with prices published in our current price list.

Payment Arrangements

Funerals are made up of two types of cost. The Funeral Director's services and disbursements.

Disbursements are payments made by us to third parties on your behalf and would include, crematoria or cemetery fees, minister or officiant fees, doctors' fees, order of service etc.

Attended Funerals : We request that disbursement fees are paid prior to the funeral taking place, along with £1000 towards our costs. *The exact deposit amount will be confirmed to you. Payment of the deposit is required two working days before the funeral.*

The final account will be sent to you the week following the funeral. Settlement, of this account, is 14 days from the date of invoice. *If the account remains unpaid after this date, we reserve the right to levy interest.*

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

- at a rate of 2.5% per calendar month;
- 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 the cost of taking legal action to recover any outstanding balance.

Unattended Funerals : The total charges for our unattended funerals are payable in advance, two working days before the funeral.

DWP (Department for Work and Pensions) If you have made or intend to make an application for a DWP Funeral Payment, it is very likely that it will only cover **part** of the funeral cost. In some cases, an application for a DWP Funeral Payment grant may not be successful or only be partly successful. It is important to remember that in all these circumstances you will still be responsible to us for payment. *A deposit covering all third party costs is payable at the time of arranging the funeral.*

Payment Options Cash, Cheque, Debit or Credit Card or Bank Transfer.

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. S. Carter & Son Funeral Directors Limited cannot accept responsibility for matters which are wholly outside our control.

General Data Protection Regulation

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. You have the right to know what personal data we hold on your behalf and you can, by applying to us in writing, receive a copy of that data. For further information please refer to the Privacy Policy which is held on our website.

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 two days of due date for performing services 100% of fees payable
- Termination within one week of due date for performing services 80% of fees payable
- Termination within two weeks of due date for performing services 50% of fees payable

Right to cancel (applicable when funeral arrangements are made in a client's home)

You have the right to cancel the contract if you wish. This right can be exercised by hand delivering a letter confirming your instructions to our office at any time within the period of 14 days starting on the day of the funeral arrangement meeting. The right to cancel is lost during the cancellation period if the service is provided in full before the 14 days elapses.

Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

Conduct

For more than a hundred years the NAFD has been dedicated to maintaining the highest of standards throughout the funeral profession, to ensure bereaved families receive the advice and support they need and deserve.

The NAFD represents a broad spectrum of funeral directing businesses, from the very smallest independent family firm to the largest corporate businesses.

The National Association of Funeral Directors' code of practice requires that we provide only high quality services. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with the designated senior director. Sarah Carter.

If that does not resolve the problem to your satisfaction, the next step is to contact, the National Association of Funeral Directors through the Arbitration Scheme called NAFD – Resolve. NAFD – Resolve is operated in conjunction with IDRS Ltd, a wholly-owned subsidiary of the Centre for Effective Dispute Resolution.

The NAFD can also refer complaints for investigation by the NAFD Committee for Professional Standards and members can also be subject to sanctions made by the NAFD Disciplinary Committee. Please see contact details below:-

Contact us

If you have any questions about NAFD Resolve, please contact us on
NAFD Resolve, 618 Warwick Road, Solihull, West Midlands B91 1AA
Telephone: 0121 711 1636, Email: resolve@nafd.org.uk

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 our Managing Director; 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.