

TERMS OF BUSINESS

We are a member of the National Society of Allied and Independent Funeral Directors (SAIF) 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.

Estimates and Expenses

Our estimate is an indication of the charges likely to be incurred on the basis of the information and details we are aware of at the date of the estimate. Whilst we make every effort to ensure the accuracy of the estimate, the charges may alter 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 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 changes; however we reserve the right to act on verbal instructions for changes in the absence of your written confirmation. We may need to make an additional 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.

Dates and Times

All dates and times provided on the estimate cannot be guaranteed until final bookings are made and confirmed. Although we endeavor to provide a prompt and efficient service for you, there may be instances where, because of circumstances beyond our control, we are unable to fulfill 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.

Payment Arrangements

Funeral accounts for the Andrew Smith Funeral Services Limited 'Bespoke Funeral Service' are due for payment in two parts. Half the estimated costs are payable five working days before the funeral and the balance is payable 14 days after the dated invoice, unless otherwise agreed by us in advance in writing.

Funeral accounts for the Andrew Smith Funeral Services Limited 'Simple Funeral Service', 'Direct Cremation Funeral Service' or funerals arranged in accordance with the Standardised Price List must be paid in full five working days prior to the funeral 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 our bank's base rate;
- 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.

Indemnity

You agree to indemnify us in full and hold us harmless from all expenses and liabilities we may incur, directly or indirectly, 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 a reasonable 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. Andrew Smith Funeral Services 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

The SAIF 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 Andrew Smith, our Managing Director. If he does not resolve the problem to your satisfaction then please contact SAIF, who provides independent conciliation and arbitration.

SAIF Business Centre
3 Bullfields
Sawbridgeworth
Hertfordshire
CM21 9DB

Tel: 0345 230 6777 or 01279 726 777
Fax: 01279 726 300
Email: info@saif.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; 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.