

TERMS AND CONDITIONS

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

Our 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 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 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 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. Prices quoted on any price list or estimate include VAT where applicable and are based upon items being sold as part of a funeral package. Should an item be purchased independently of a funeral package, then VAT at the rate prevailing on the date of supply will be added to the prices shown.

Unless other arrangements have been made, any clothing belonging to the deceased will be destroyed if not collected within 40 days of the funeral or repatriation.

2 Repatriations

Where we are providing repatriation services, these are made on the following conditions:

1. Airline Bookings are made subject to BIFA Standard Conditions 2005 http://www.psp-logistics.com/bifa_terms Flight details and timings given to you are supplied to us by the airline via our agent. They are always subject to the airline's terms and conditions and whilst we give our customers intended flight details in good faith, these are not guaranteed by the airline who might need to make last minute changes for operational, security or other reasons. This should be taken into account if you are intending travelling on the same flight as a deceased.
2. Airport regulations usually preclude family members from accompanying us to the airport for delivery of the deceased.
3. Unless indicated otherwise, all quotations assume a combined coffin and body weight of up to 120 kgs

3 Payment Arrangements

The funeral account is due for payment by 40 days from the date of the funeral, unless otherwise agreed by us in writing. Should total disbursements exceed £1,000.00, they should be paid in advance of the funeral in full. Repatriation accounts including both our charges and all disbursements are payable in cleared funds two banking day before the flight.

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

1. at a monthly rate of 0.75%;
2. calculated (on a daily basis) from the date of our account until payment;
3. compounded on the first day of each month; and before and after any judgment (unless a Court orders otherwise).
4. We may recover (under clause 3) the cost of taking legal action to make you pay.

4 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.

5 Data Protection

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.

6 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

7 Contracts entered into in your home

You have the right to cancel any contract that is entered into in your own home if you so wish. This right can be exercised by sending or taking a cancellation notice to any of HAVEN's offices at any time within the period of 7 days starting from the date of entering into the contract. Notice of cancellation will be deemed as having been served as soon as it is posted or sent to us at the address below or, in the case of electronic mail, from the day it is sent to us. You should understand that, should you choose to cancel the contract having given your authority to commence work, you may be charged for services provided or disbursements incurred.

8 Conduct

The National Association of Funeral Directors' 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 Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, which provides independent conciliation and arbitration through the Chartered Institute of Arbitrators.

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.

9 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.