

Independent family funeral director

Attleborough Office: 01953 452455 24 Hour service Wymondham Office: 01953 605222



Terms of business



We are members of the National Association of Funeral Directors (NAFD) and The National Society of Allied and Independent Funeral Directors Established 1989 (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.

DEFINITIONS

"the company" means Andy Free Independent Family Funeral Director/Andy Free Ltd.,
"the client" means the person or persons contracting with the company for the provision of the service.

"the service" means the provision by the company of the services set out overleaf.

ACCEPTANCE OF TERMS

All orders by the client for the service shall be subject to these Terms of business to the exclusion of all other prior terms and all representations whether in writing or otherwise. Estimates provided to the client are not binding unless and until accepted by the client and confirmed in writing by the company.

OUR SERVICE STANDARDS

The National Society of Allied and Independent Funeral Directors Established 1989 (SAIF) and The National Association of Funeral Directors (NAFD) Code of Practice requires 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 our Funeral Director/s. If that does not resolve the problem to your satisfaction, the NAFD and SAIF both provide a dispute resolution services as an alternative to legal action.

We cannot be responsible for the performance of all third parties which may include, but not specifically, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

PRICES

Certain items of the service are or may become subject to Value Added Tax at the prevailing rate as at the date of invoice. Where this is the case the company shall be entitled to charge the Client such VAT. The company will act as agent for the client in respect of the disbursements (payments made on behalf of the family in advance of the funeral) and is authorised by the client to pay any such disbursements as they arise on behalf of and in the







Independent family funeral director

Attleborough Office: 01953 452455 24 Hour service Wymondham Office: 01953 605222

name of the client. The liability to pay the disbursements not settled by the company will remain with the client.

PAYMENT

Unless otherwise agreed in writing by the Company payment of the invoice is due <u>not later</u> than 7 days from the date of the invoice.

Fixed cost direct funerals must be paid before the agreed funeral date.

Payment may be made by card, cash, and cheque or directly into our bank account.

The company will charge interest on the late payment of invoices at the rate of 5% above the base lending rate of Lloyds Bank plc from the due date for payment up to and including the date of actual payment.

PROBATE

You do not need to wait for probate if sufficient funds are available. Settlement can usually be made directly from the deceased's bank account without waiting for probate.

DWP PAYMENTS FOR FUNERAL EXPENSES

Please inform us if you intend to claim for assistance for funeral expenses from the DWP. Generally these payments will not cover the entire cost of the funeral and there will be a balance to be paid. The rules for eligibility are complex and we suggest that you speak with your funeral director or your local DWP office for advice.

IF THE ACCOUNT IS FORWARDED TO A SOLICITOR OR BANK

If your solicitor or bank asks you to forward the invoice to them, please can you notify us so that our records can be updated. You agree to instruct the solicitor/bank to settle our account within 14 days of the invoice date. Your solicitor/bank will confirm that there is no requirement to wait until probate is obtained.

DATA PROTECTION & GDPR 2018

We respect the confidential nature of the information given to us and where you provide us with personal 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.

The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.







Independent family funeral director

Attleborough Office: 01953 452455 24 Hour service Wymondham Office: 01953 605222

COOLING-OFF PERIOD/RIGHT TO CANCEL

The Cancellation of Consumer Contracts made in the Consumer's home or place of work etc. Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of 14 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.

TERMINATION

This agreement may also be terminated before the services are delivered: by us if you fail to honour your obligations under these Terms and 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.

DISPUTES

Errors may occur. If you have any query about the final account please notifies us so that the matter can be investigated. We promise to settle any disputes quickly, sensitively and efficiently. We reserve the right to recover the cost of taking legal action to make you pay the funeral account.



