

# T. C. Rogers & Son

## Funeral Directors, Padstow

### 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 & provide a courteous, sensitive & dignified service to you.

#### 1. Estimates & Expenses

The estimate sets out the services we agree to supply. The estimate is an indication of the charges likely to be incurred on the basis of the information & details we know at the date of the estimate. Whilst we make every effort to ensure the accuracy of the estimate. The charges are liable to alteration particularly where third party change their rates or charges.

#### 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 & charges. At a rate of 10% above our banks rate Base Rate from time to time in force. 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 judgement (unless a Court orders otherwise) We may recover (under Clause3) the cost of taking legal action to make you pay.

#### 3. Indemnity

You are to indemnify us in full & hold us harmless from all expenses & liabilities we may incur directly or indirectly including financing costs & including legal cost 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 that an account is overdue. If we instruct debt collection agents we may also recover from you the fees we incur. We may claim those losses from you at any time &, if we have to take legal action, we will ask the Court to make you pay our legal costs.

#### 4. 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 &, where you provide us with *personal data* ("data"), we will ensure that the data will be held securely, in confidence & *processed* for the purpose of carrying out our services. In order to provide our services we may need to pass on such data to third parties & those third parties, who are performing some of the services to you, may contact you directly. Under the Act you have the right to know what data we hold on you& you can, by applying to us in writing & paying a fee, receive copies of that data.

#### 5. Consumer Contracts (off premises) Regulations 2013, Your right to cancel

You have a right to cancel this contract without giving any reason within 14 days of entering into this contract with us. However, if the service of this contract has been fully performed, ie completed, this contract cannot be cancelled. In order to exercise your right to cancel, you must inform us of your decision by a clear statement (ie a telephone call, letter sent

by post or email). To meet the cancellation deadline, you should let us know that you wish to cancel before the cancellation period has expired. If you want to put this in writing, this can be sent to us at the above address or by email.

#### Effects of Cancellation

If you cancel this contract, we will reimburse you all that you have paid us, subject to certain possible deductions set out below. To do this, we will need a specific request from you because of the cancellation period. This will mean that you will still have a right to cancel, but:-

- you will have to pay our costs for the work that we have done up to the point when you inform us of your decision to cancel.

We will make the reimbursement without undue delay and not later than 14 days after the cancellation notice has been received.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

#### 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 & (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 Association of Funeral Directors code of practice requires that we provide a high quality service in all aspects. If you have any questions or concerns about them, please raise them with us. 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 Mids, B91 1AA. The FAS, & how it can be accessed, is explained in the leaflet entitled "your right to put it right" made available to you & on our premises. The FAS provides independent conciliation & arbitration through IDRS Ltd, a wholly owned subsidiary of the Chartered Institute of Arbitrators. All dates & times provided on the estimate cannot be guaranteed until final bookings are made & confirmed. Although we endeavour to provide a prompt & efficient service to you, there may be 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 & advise you of any alternative arrangements.

#### 8. Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. 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 by our client. If any of these Terms are unenforceable as drafted: it will not affect the enforceability of any other of these Terms & 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.