



# Willow Brook

## Independent Funeral Directors

### **TERMS OF BUSINESS**

#### **Terms of Service**

We are in the process of becoming a member of the National Society of Allied and Independent 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.

[Click here](#) to read the SAIF code of practice pages for clients (available on PDF).

#### **Professional Services**

These include all arrangements in connection with the funeral including assistance and advice in matters relating to the Registration, collection, correlation and delivery of all necessary documentation to the relevant authorities, all matters appertaining to the funeral arrangements, attendance and services of all staff, care of the deceased and use of the Chapel of Rest, provision of our vehicles and funeral director on the day of the funeral.

#### **Estimates and Expenses**

Our estimate sets out the services we agree to supply to you. Our estimate is an indication of the charges likely to be incurred based on the information and details we are aware of at the date of the estimate. While 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 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 and advise you of alternative arrangements.

## **Payment Arrangements**

We operate a pricing policy in compliance with the Code of Practice of the National Association of Funeral Directors. Our price list provides clients with a full and detailed explanation of our charges as required by the Code. In addition to our charges, third party charges must be paid to Minister's and Officiants, Cemetery or Cremation fees.

When the funeral arrangements are complete, you will be given a written estimate of all the charges incurred by the service you have requested. Where the total estimated account is deemed excessive you may be asked to make an interim payment.

We ask for this estimate to be signed as consent that you accept the charges and will be liable for payment of the account when submitted. This is usually 7-10 days after the funeral. If you wish, the account may be forwarded to your solicitor.

The funeral account for bespoke funerals is due for payment within sixty days of issue, unless otherwise agreed by us in writing.

Funeral accounts for the 'simple' service will be split into two parts. The third-party charges must be paid in full two working days prior to the funeral unless otherwise agreed by us in writing. The remaining part of the bill relating to our professional charges will be payable within sixty days of issue.

Funeral accounts for the 'direct' service must be paid in full seven working days following the funeral, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date, we reserve the right to add interest on all outstanding accounts;

1. at a rate of 4% above our bank's base rate;
2. calculated (daily) from the date of our account until payment;
3. compounded on the first day of each month; and
4. before and after any judgement (unless a Court orders otherwise).

We may recover (under clause 5) the cost of taking legal action to recover any outstanding balance. If, because of your circumstances, you must make a claim for assistance from the Department of Work and Pensions, please note that stringent rules apply as to the amount of help available. Please talk to us, in confidence, for guidance.

## **Indemnity**

You agree to indemnify us in full and hold us harmless from all expenses, fines 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 and Conditions. This means that you are liable to us for losses we incur because you do not comply with these Terms and Conditions or any regulations, we ask you to adhere to. 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 must take legal action, we will ask the Court to make you pay our legal costs. Where you do not adhere to Government guidelines and advice, in relation to attendance at a funeral, and a fine is imposed upon the Company, you will be liable to us for that fine.

## **Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

## **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 the service we provide to you, please see our Complaint's Procedure.

## **General Data Protection Regulation**

In accordance with the Data Protection Act 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. 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 to your behalf and you can, by applying to us in writing, receive a copy of that data.

## Agreement

Your continuing instructions will amount to your continuing acceptance of these Terms and Conditions. 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 Conditions and if it would be enforceable if amended, it will be treated as so amended.

Nothing in these terms restricts or limit 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.

## Termination

We reserve the right to terminate our services if you fail to honour your obligations under these Terms and Conditions. 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)**

In accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel the contract if you wish. This right can be exercised by sending a letter or the below cancellation notice in person or by email to our office, confirming your instructions, 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.