

TERMS & CONDITIONS

Albery & Redstone is a member of the 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.

1. Estimate and Expenses

The estimate provided sets out the service we agree to supply. The 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 the 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 give you a best estimate of such charges in 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 the changes. We may need to make 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.

2. Payment Arrangements

The final funeral account is due for payment within fourteen days of our account, unless otherwise agreed by us in writing.

We do respectfully ask that the disbursements which are the fees we pay on your behalf are paid at the finalisation of funeral arrangements being made.

If you fail to pay us in full on the due date we reserve the right to charge you 3% per month of the total funeral account.

We may recover (under Clause 3) the cost of taking legal action to receive payment.

3. 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 have the right to charge you an administration fee where we receive a cheque from you which subsequently is not honoured, or if we write to you to remind you that an account is overdue. If we instruct debt collection agents, we may also recover from you fees that we incur. 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.

4. Data Protection

Word 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 receive copies of that data.

5. Cooling Off Period

The Cancellation of Consumer Contracts made in the Consumers Home or Place of Work Regulations 2008 may give you the right to terminate this agreement in the cooling off period of seven days. If you wish the performance of this 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 banded 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.

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 and (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 SAIF Society of Allied and Independent 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 raise them in the first instance to the Managing Director of the firm

All dates and times provided on the estimate cannot be guaranteed until the final bookings are confirmed. Although we endeavour to provide 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 provided, and advise you of 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 our client. If any of these 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. This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.