

## **TERMS OF BUSINESS – Mason & Stokes Funeral Service**

We are members of the National Association of Funeral Directors (NAFD) and The National Society of Allied and Independent Funeral Directors (SAIF) and subscribe to their current Codes of Practice, a copy of which are 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 overleaf 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 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 require your written confirmation of the changes. 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.

### **2. Payment Arrangements**

The funeral account is due for payment within 7 days of our invoice, unless otherwise agreed by us in writing.

Direct Cremation and the Standardised Unattended Funeral - Payment in full prior to the cremation taking place.

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

- at a rate of 4% above our bank's Base Rate from time to time in force;
- calculated (on a daily basis) from the date of our invoice 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 clause 3) the cost of taking legal action to make you pay.

### **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 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 from you the fees 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**

Words shown in *italics* are defined in the General Data Protection Regulations 2018 ("the Regulations"). 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. We will not pass your details to third parties for marketing purposes whatsoever. Under the Regulations 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. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify. When you sign the acceptance you are giving us permission to keep your details on record. Our Privacy Policy can be found at [www.masonandstokes.co.uk](http://www.masonandstokes.co.uk)

### **5. Cooling-Off Period**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate this agreement in the cooling-off period of fourteen 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 inform us in writing at the time of your initial instruction. 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;

- 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 and incurred costs and expenses associated with the provision of goods and services prior to the termination.

## **7. Conduct**

Our 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 SAIF provides a dispute resolution service, as an alternative to legal action.

You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to [standards@saif.org.uk](mailto:standards@saif.org.uk).

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.

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

## **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 the virtues of the Contracts Right 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.

## **9. Additional Legal Requirements**

- Any inappropriate items found in the coffin during our final closing down procedure will be discretely disposed of.
- Any unclaimed items of clothing/effects will be discretely disposed of after 14 days of date of death unless otherwise agreed.
- Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision.