

Frank Painter & Sons

F U N E R A L D I R E C T O R S

Incorporating Grindalls of Wem

A bereavement service conducted with dedication and commitment

TERMS OF BUSINESS

We are a member of both the National Association of Funeral Directors and SAIF, and subscribe to their 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

Our 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. Whilst we make every effort to ensure the accuracy of the estimate, the charges are liable to alteration, particularly where third parties change their rates of charge. 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 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 an extra charge in accordance with prices published in our current price list. On completion of making the funeral arrangements you will be given written estimates of both our charges and the disbursements payable. At this time you will be asked to pay the disbursements/deposit either by bank transfer, cash, cheque, debit or credit card. We require this payment to be made before the date of the funeral. An account of our charges and any amendments to the disbursements will be forwarded 7 days after the funeral. We reserve the right to add interest on all outstanding accounts at 2% per month on accounts that remain unpaid after 60 days including any legal and court costs incurred due to non-payment.

2. Indemnity

You are to indemnify us in full and hold us harmless to all expenses and liabilities we may incur (directly or indirectly including financial costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligation 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 payment 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 from you. 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.

3. General Data Protection Regulation (GDPR)

Words shown in *italics* are defined in the Data Protection Act 2018 ("the Act") We respect the confidential nature of this information give to us, and where you provide us with personal data ("data") we will ensure that 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 on such data to third parties and 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 and can, by applying to us in writing and paying a fee, receive copies of that data.

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4. Conduct

The 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 then please contact The Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide independent conciliation and arbitration through the chartered institute of Arbitrators.

All information 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 and 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.

5. Agreement

Your continuing instructions will amount to continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing
- signed by one of our directors and
- expressly stating an intention to vary these terms

Your instruction 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
- 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.