

## Terms of Business 2025

We are a member of the National Association of Funeral Directors and SAIF and subscribe to both their current codes of Practice. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

### 1. Estimates and Expenses

Any estimate provided to you 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 when third parties change their rates or services. The actual amount of the charges will be detailed on the final account.

### 2. Payment Arrangements

In requesting the funeral agreement you are responsible for payment of our account. This will be sent to you after the funeral and will detail all costs involved with the funeral arrangements. Please note **we do not** accept any form of payment plan.

The account will comprise of our charges along with the disbursements (payments to third parties made on your behalf). These payments are listed on an estimate of the cost for services. If the total funeral invoice is above £5,000 It is our policy to ask that the funeral service is paid in full prior to the funeral taking place. This payment must be paid at least 72 hours prior to the set funeral date, for the funeral to commence. If this payment is not received then this may result in postponement or cancellation subject to clause 5.

A full and final invoice will be sent to you within 7 days after the funeral has taken place, should there be a balance to pay it is due within 30 days. If you fail to pay us in full on the due date, we reserve the right to charge interest at a rate of 6% above the Bank of England base rate chargeable on all outstanding amounts after 30 days calculated on a daily basis from the date the account is due until payment. We may recover the cost of taking legal action to recover any monies owed.

Please inform us if a solicitor is administering the estate of your loved one, and if they will be settling the invoice. We reserve the right to charge an administration fee if this is the case.

We accept payment by cash, cheque or debit card. Credit cards are subject to an additional charge of 1.5%.

### 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 you are liable to us for losses we incur because you do not comply with these terms. For example we will charge an administration fee where we receive a cheque from you that is subsequently not honoured. If we instruct debt collection agents we may also recover from you the fees that we incur. 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

Your privacy is important to us and we are committed to keeping your personal information secure and managing it in accordance with our legal responsibilities under the Data Protection Act 2018 and applicable data protection laws. We are also registered with the UK Information Commissioner's Office (ICO) as a data controller.

We will process the personal information you give us in order to provide you with funeral arrangement services. As part of this request, we collect your name, address, telephone number and other relevant personal details. We will retain your personal information for 6 years and then destroy it.

We will use your personal information to service your request of arranging and conducting a funeral service for your loved one. We invest appropriate resources to protect your personal information from loss, misuse unauthorised access, modification or disclosure.

### 5. Termination

We reserve the right to terminate our services if you fail to honour your obligations under these terms. In addition we may terminate our services with you if you exhibit threatening or offensive behaviour to any of the staff at Lilleywhite Funeral Service. We will not tolerate any abuse at any time.

If you terminate your instruction 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. We may also add an administration charge depending on the amount of work done.

### 6. Conduct

Under the terms of the National Association of Funeral Directors you have a cooling off period of 7 days during which the contract cannot commence without your specific authority. Our 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 with our Managing Partner. If that does not resolve your question 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 dates and times provided on the funeral estimate and at the time of making the funeral arrangements with the funeral director cannot be guaranteed until final bookings are made following the disbursements being paid in full.

Although we endeavour to provide a prompt and efficient service for you there may be instances where, because of circumstances outside of our control, we are unable to fulfil our obligation to you on the date or time specified. Where this is the case we will contact you and advise of alternative arrangements.

### 7. Embalming

Following the funeral arrangements if you do decide that you would like to embalm your loved one for viewing in our chapel of rest we will carry out the necessary preparations and inform you when this has been completed. By accepting the quote we send to you, this will constitute your informed consent of the embalming procedure.

### 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 terms are unenforceable as drafted it will not affect the enforceability of any of the other terms and it would be enforceable if amended and it will be treated as so amended. English Law is applicable to any contract made under these terms.

Calls to our offices will be monitored for quality and training purposes. It is our utmost priority that you are supported throughout this process, and your continuing instructions will act as acceptance of our terms and conditions.