

Compassionate Funerals



Terms of Business

We are a member of the National Association of Funeral Directors and subscribe to its current Code of Practice, a copy of which is available on request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1. Estimates and Expenses

The estimate sets out the services we agree to supply. This 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.

2. Invoice

Once all the decisions relating to the Funeral have been made, we will issue an invoice detailing every service and cost.

3. Payment Arrangements

The total invoice amount is payable to Compassionate Funerals a minimum of five working days before the funeral, unless otherwise agreed by us.

We accept the following methods of payment; BACS, cash & cheque to;

NatWest,
The Compassionate Funeral Co Ltd
Sort Code 60-22-30
Account No. 70124299

DWP PAYMENTS FOR FUNERAL EXPENSE

Please inform us during our initial meeting if you intend to claim for support with funeral expenses from the DWP. Please note that payment will only cover partial costs and there will be a balance that will have to pay. Also, please note that this process can take between 3-8 weeks. The rules for eligibility are complex and we suggest that you speak or call your local DWP office for advice.

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

- At a rate of 4%
- Calculated (on a daily basis) from the due date until payment is received
- Compounded on the first day of each month; and

- Before and after any judgment (unless a Court orders otherwise)
- We may recover (under Clause 3) the cost of taking legal action to make you pay

4. Indemnity

You are to indemnify us in full and hold us harmless from all costs, expenses and liabilities we may incur (directly or indirectly including legal costs on a full indemnity basis) following any breach by you or 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 when we receive a cheque from you which, is subsequently not honoured or if we write to advise 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

5. Data Protection

We respect the confidential nature of the information given to us and, where you provide us with personal data ("data"), we will ensure you that the data will be held securely, in confidence and processed for the purpose of carrying out our service. 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 and paying a fee, receive copies of that data.

6. 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. 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.

If you feel it necessary to raise complaint, please follow our complaints procedure which includes steps for internal resolution and NAFD resolve.

7. 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 at any time before services are delivered by communicating to us in writing, terminating your instructions.

If we or you terminate your instructions you may, depending upon the reason for termination, be asked to pay a reasonable amount based upon the work carried out up to the time your notice of termination is received.

8. 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 raise them in the first instance with our designated person. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors Resolve Scheme provides a low-cost dispute resolution service, as an alternative to legal action.

The NAFD resolve provides independent conciliation and arbitration.

9. Agreement

By replying to our email, you have expressly requested that we should immediately commence providing the services and any right you may have to cancel this contract by virtue of the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 will not apply.

Your continuing instructions will amount to your continuing acceptance of these Terms of Business.

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.

10. Company Details

The Compassionate Funeral Co Ltd trading as Compassionate Funerals.
Company No. 08213140.

Address: Compassionate Funerals, 3-5 Devon's House, Herman Hill, E11 2AD.

Telephone: 0208 989 0943

Web: www.compassionatefunerals.co.uk

This agreement is subject to English Law and shall be governed by and construed in accordance with English Law and within the exclusive jurisdiction of the English courts, to which the parties irrevocably submit. If you decide to commence legal action, you may do so, in any appropriate UK Court.