



Peter Haigh and Sons Independent Family Funeral Directors
Terms and conditions 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 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 provided is an indication of the charges likely to be incurred on the basis of the information and details we know at the date of 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 number 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 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. We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

2 – Payment arrangements and deposit. The funeral account is due for payment within 14 days of our invoice, unless otherwise agreed by us in writing. If you fail to pay us in full on the due date we may charge you interest; at a rate of 4.00% above our banks base rate from time to time in force; calculated (on a daily basis) from the date of our account 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.

A deposit is required to pay for the third-party costs relating to the funeral service. For example, burial fee, cremation fee, officiant fee, alternative hearse etc.

Direct Cremation services must be paid prior to the funeral taking place, this ensures we pay third-party costs in a timely manner and ensures we can keep this service at a competitive price.

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 the fees we incur 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.

4 – Data Protection Words 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 on 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 can, by applying to us in writing and paying a fee, receive copies of that data.

Information commissioner's office Reference: ZA422720

5 – Cooling-Off Period The cancellation of Consumer Contracts made in the Consumers Home or Place of Work etc Regulations 2008 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 sign the authority form at the bottom of this page. 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. Peter Haigh and Sons Funeral Directors.

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 – Conduct Our Code of Practice requires that we provide a high quality of 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 **NAFD Resolve, which is run in conjunction with the Centre for Effective Dispute Resolution (CEDR)**, at 618 Warwick Road, Solihull, West Midlands, B91 1AA. 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 provided, and advise you of alternative arrangements.

8 – Agreement Your continuing will amount to your 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 staff; and expressly stating an intention to vary these terms your instructions will not create any 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.

Peter Haigh and Sons
99 Cross Hill
Ecclesfield
Sheffield
S35 9WR
Tel: 0114 2457913
Email: contact@peterhaighandsons.co.uk