

# Thornalley Funeral Services Ltd

## Terms of Business

Thornalley Funeral Services Ltd is a member of the Society of Allied Independent Funeral Directors (SAIF) and subscribe to its current code of practice, a copy of which is available upon request. For the purposes of these terms, "we/our/us" refers to Thornalley Funeral Services Ltd. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you always.

### Estimates and Expenses

The estimate that we provide sets out the services that we agree to supply. Manual calculations are used to compile estimates and if any miscalculations are later found, the corrected total will show on the final invoice. Whilst we make every effort to ensure the accuracy of the estimate, 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. The actual amount of charges will be detailed and shown in the final invoice. If you amend your instruction to us, we may need to make extra charges in accordance with these changes.

### Payment Arrangements

The funeral invoice will be sent approximately 1 week after the funeral and is due for settlement within 28 days of the invoice date, unless one of our services which requires payment before the funeral takes place.

Our standard funerals require all third party fees and coffin to be paid to us in cleared funds no less than 3 working days before the funeral takes place, with the balance due within 28 days of the invoice date. In some instances we reserve the right to ask for full funeral payment to be made prior to the funeral taking place.

Our direct cremations require payment in full before the cremation is booked.

If you fail to settle the invoice by the due date, we may charge you interest at a rate of 5%, calculated daily from the date of our invoice and increasing a further 2% on the first day of each calendar month thereafter, until settlement. Please keep us informed of any problems you may encounter relating to payment of our invoice. Any debt recovery charges, or legal action incurred by us to obtain payment from you will be added to the amount that you owe us. If the account is to be settled by someone other than the arranger, the arranger is still liable for any outstanding balance. Acceptable methods of payment are BACS Transfer, Credit/Debit Card by telephone or in person, or payment by cheque.

### 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. If we instruct debt collection agents we may also recover the fees we incur from you. 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.

### General Data Protection Regulation

We respect the confidential nature of the information given to us and, where you provide us with personal data, we will ensure that the data will be held securely, in confidence and lawfully processed for the purpose of carrying out our services in accordance with our contract with you. We will collect personal information about you, the deceased and any other persons of whom you supply details for. In order to provide our services, we will pass such details as necessary to third parties who are performing some of the services for you, and those third parties may contact you directly. Further detail regarding this is noted in our privacy policy. Under the GDPR Act you have the right to know what data we hold on you, and can, upon written application to us, receive copies of that data.

### Termination and Cooling Off Period

This agreement may 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 will be invoiced for all third party charges which we have paid or are committed to. 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 tell the person named below, in writing at the time of your initial instruction. Should 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.

### Standards of Service

The SAIF 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 Andrew Thornalley. If that does not resolve the problem SAIF provides a dispute resolution service. They can be contacted via the SAIF website, by email to [standards@saif.org.uk](mailto:standards@saif.org.uk) or by phone 0345 2306777. 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 and advise you of alternative arrangements. We cannot be responsible for the performance of third parties, which may include, but not limited to, crematoria, councils, gravediggers, ministers, civil celebrants, florists, newspapers, hospitals, doctors, coroner and registrar.

### Agreement

Your continuing instructions will confirm your acceptance of these Terms of Business. Your instructions will not create any right enforceable 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 our limits for liability for death or injury.

### Additional Legal Requirements

- Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- Any unclaimed items of clothing/effects will be discreetly disposed of 14 days after the death.
- Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.
- Our 'local area' is defined as a location within 25 miles of our Funeral Homes.
- VAT is not chargeable on funeral costs.