

# 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 upon request.

## 1. Estimates and Expenses

The estimate overleaf 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. 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.

## 2. Payment Arrangements

The total of third party payments is an estimate at this time and is therefore subject to confirmation from the suppliers. Third party payments are payable to Rosedale within 48 hours of arranging the funeral, unless we receive written confirmation from an executor that there are sufficient funds in the estate of the deceased to cover the funeral costs. You can pay for Rosedale's charges in full or in part at any time before the funeral. If you prefer to pay Rosedale's charges afterwards you will receive an invoice within seven days of the funeral, which is then due for payment, unless otherwise agreed by us in writing.

We can accept payment by cash, cheque, debit or credit card or by bank transfer to Rosedale Funeral Home Ltd – Sort Code 60-01-73, Account No. 00202529.

**NO NEED TO WAIT FOR PROBATE.** If sufficient funds are available, settlement can usually be made directly from the deceased's bank account without waiting for probate.

**DWP PAYMENTS FOR FUNERAL EXPENSES.** Please inform us if you intend to claim for assistance for funeral expenses from the DWP. Generally these payments will not cover the entire cost of the funeral and there will be a balance to be paid. The rules for eligibility are complex and we suggest that you speak to your local Jobcentre 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% above our bank's Base Rate from time to time in force;
- calculated (on a daily basis) from the date our account becomes overdue until payment;
- 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.

## 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 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.

## 4. General Data Protection Regulation

We are registered with the Information Commissioner's office and take your privacy very seriously.

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 the services that you have requested from us. In order to provide the services that you have requested from us 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. You will be given and asked to sign a copy of our privacy statement which explains this in more detail. 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.

## 5. Cooling-Off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of 14 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.

## 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. 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 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.

This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

