

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. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1. Disclosure of Interest

Woodhead Funerals is owned by Robert Woodhead Holdings Ltd. Edwinstowe House High Street, Edwinstowe, Mansfield, Nottinghamshire, NG21 9PR.

2 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.

We may not know the amount of third party charges in advance of the funeral; however, we give you a best estimate of such charges in 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 (funerals currently an exempt supply).

3 The right to arrange the funeral

We have no means of independently establishing who has the legal right to arrange a particular funeral and it will therefore contract with any person that purports to have the authority to arrange the funeral by virtue of being the next of kin, being an executor of the estate, acting on the instructions of at least one of the those individuals or, in the absence of any such individual, acting in their own capacity to facilitate funeral. Hereinafter called the “Client”

4 Payment Arrangements

The funeral account is due for payment within fourteen days of our account, unless otherwise agreed by us in writing. If you fail to pay us in full on the due date we may:

- A - 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 of our account until payment; compounded on the first day of each month; and before and after any Judgment (unless a Court orders otherwise).
- B - We may recover (under Clause 3) the cost of taking legal action to make you pay.

5 Data protection and personal information

The words Data Protection Legislation and Personal Data have the following meanings:

“**Data Protection Legislation**” is the **Data Protection Act 1998** up to but excluding the 25th May 2018 and thereafter:

- a) Unless and until the **General Data Protection Regulation ((EU) 2016/679) (GDPR)** is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
- b) Any successor legislation to the **GDPR** or the **Data Protection Act 1998**.

“**Personal Data**” as set out in the data protection legislation, is any data which identifies a natural person (by way of example: name, address, phone number and so on). Please note that personal data does not relate to the deceased person.

- We respect the confidential nature of the information given to us and, where you provide us with personal data (name, address, telephone number, email), 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 such data to third parties and those third parties, who are performing some of the services for you, may contact you directly. We do keep details of the funerals it carries out indefinitely. We do this because we regularly receive queries several years after the funeral (for example to assist in arranging another funeral with the same family). 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 also you can request that we destroy your data.

6 Cooling-Off Period

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

7 Changes to funeral timings, extra services and supply failures

On occasion and, even after confirming details to its client we are forced to make other minor changes to the funeral arrangements and timings due to reasons beyond our control. Timing is not therefore the essence of this contract. Where possible any changes are notified to the client in advance but this is not always possible and we do not accept liability for delays caused by third party suppliers or factors outside of its control such as roadworks, adverse weather, traffic congestion or mechanical failure and in these circumstances our charges remain payable in full.

We will always attempt to contact our client to agree any changes but this is not always possible. If we cannot contact the client we will make an assessment of the situation and act in the manner that we believe is in the best interest of the client. We reserve the right to make additional charges for extra services provided. For example if more flowers arrive at our premises than the hearse can accommodate an attempt will be made to contact the client by telephone to ask for instruction regarding the provision of additional transport. If the call is not answered we will attempt to arrange for another vehicle for the flowers, please note however that this may not be possible, and the flowers will stay at our premises until they can be taken to the cemetery or crematorium. In these circumstances the extra charges for any additional services are added onto the final invoice.

Where for any reason we are unable to supply the coffin/casket ordered by the required time we will notify the client and offer alternatives, the price of the alternative selected by the client and not the price of the original selection and will be invoiced and payable.

Some of the facilities offered are dependent upon the behaviour of animals such as horse drawn vehicles and dove releases and it must be understood that in certain circumstances these animals may be unable to perform the required duties due to ill health and weather conditions. Further some of the vehicles used are Victorian, vintage or classic cars and as such are prone to mechanical failure. We do not except any liability should any of these events occur.

8 Clothing and Personal Effects

We transfer the deceased person into our premises in the clothing worn unless given instruction to the contrary. All underwear, socks and nightwear are together with any soiled clothing, treated as waste and disposed of as appropriate. All other clothing excluding shoes(which are removed for cremation and sent for recycling unless specific instructions are received to the contrary) are removed and held for 14 days after which time (if they have not been collected) without further notice they are disposed of by any means we see fit. All valuables left with the deceased person at the time of collection are recorded and dealt with in accordance with the clients wishes. When jewellery and/or valuables are placed in the coffin and left in situ on/with the deceased person during visitations we are not responsible for its safekeeping and do not accept any liability in the event of loss or damage.

9 Size of the deceased person

We are, usually, unaware of the size of a deceased person at the time the funeral is being arranged. The prices estimated and availability of products and services are based on the assumption that the size of the deceased person falls below reasonable limits. Once known we would take into account the size of the deceased person (in terms of both weight and dimension) as there are maximum sizes for each coffin and casket, funeral home, for each hearse, for each grave and for each crematorium. Our preferred method of movement on a funeral is to shoulder carry the coffin but as a reasonable employer conforming to the **Manual Handling Operations Regulations 1992** a risk assessment is carried out before each movement. Where this indicates there is or could be an unacceptable risk, we either move the coffin on a wheeled bier or arrange for additional staff or both. Where the size exceeds any of the limits we may at our absolute discretion, provide additional staff, transport and equipment, and changes may be made to the type of coffin/casket (or method of construction), crematorium, cemetery or to any other part of the service any additional costs involved in these changes will be shown on our final invoice.

10 Final dispersal of cremated remains

We will usually follow the specific instructions of the client in regard to the cremated remains. An exception to this must be made when the applicant for cremation instructs the crematorium authority to do something contrary to the instructions of the client. In these situations the crematorium must by statute follow the instructions of the applicant. Once the cremated remains are brought into our custody the instructions of the client will always be followed. The client will be contacted from time to time when cremated remains are stored at our premises. If cremated remains are still in our custody 1 year after the cremation and if no instructions have been given for their final dispersal we will write to the last known address of the client three times, the last letter stating that the if we have no response within 1 month then the cremated remains will be returned to the crematorium where the cremation took place for dispersal. **If you require us to retain the cremated remains after a year a charge will apply of £10 per month or part thereof.**

11 Third party supplies

We are only responsible for those parts of the funeral arrangements that we perform ourselves. We as a matter of course, make all the necessary arrangements with third parties on behalf of our clients (such as Ministers, Cemeteries, Crematoria, Organists, Gravediggers etc.) and we do so as a declared agent. Accordingly the third parties (not ourselves) are responsible to the client for the provision of those services. In most cases the third parties charge ourselves for their services and we charge our client for those services and show this as disbursements on our paperwork. The charge to the client will be the third parties normal gross price.

In practice most crematoria ensure that every cremation takes place on the day the deceased person is received by them but there is no guarantee of this. The **“Code of Practice for Cremation”** states that the cremation must take place within 72 hours of receipt of the deceased person.

Some places of worship including cemetery and crematorium chapels are now restricted by fire regulations with regard to the number of people who may enter the building. We do not accept any liability if some mourners are declined entry to the building for the funeral service.

13 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 senior person. If that does not resolve the problem to your satisfaction the National Association of Funeral Directors through the Funeral Arbitration Scheme (FAS) provides a low cost dispute resolution service, as an alternative to legal action. You can contact the FAS at 618 Warwick Road, Solihull, West Midlands B91 1AA. The FAS, and how it can be accessed, is explained in the leaflet entitled “Your Right to Put It Right” made available to you and on display on our premises. The FAS provides independent conciliation and arbitration through IDRS Ltd, a wholly owned subsidiary of the Chartered Institute of Arbitrators. 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 overleaf, and advise you of alternative arrangements.

14 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.

15 Unfair trading practices

We as a company are aware of the **Consumer Protection for Unfair Trading Practices 2008** and the **2014 Amendment** and believe that none of our company representatives do anything that could be construed as an **“aggressive selling practice”** or can be seen as **“exploiting a specific misfortune.”** If at any time the client feels this is not the case please report to our company directors immediately.

16 Complaints Procedure

If the company receives a complaint from a client (NB: complaints should be received in writing only), the following procedure is to be followed:-

- A written acknowledgement is to be sent out within five working days, stating that a full investigation of the complaint will be carried out by Melanie Bainbridge and that, where possible, a written response will be given within twenty-one working days. *Where these timescales cannot be met due to the nature of the complaint or length of investigation time needed, the complainant should be kept informed in writing of this.*
- If the complaint is not resolved to the complainant's satisfaction, the matter is to be passed to the Managing Director/owner/proprietor or someone who holds a similar senior management position.
- A further written response from the Managing Director/senior management will then be given within fourteen working days.
- If, after this stage, no resolution is reached, the client is to be offered the opportunity to contact the Funeral Arbitration Scheme (FAS) and will be given the appropriate leaflet and guidance regarding this.

All information regarding a complaint will be handled confidentially and sensitively, informing only those who need to know, and will follow any relevant data protection requirements.

In every instance, all correspondence - either received or sent - will be copied and retained on file.

17 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.