

# Broadoak Independent Funeral Service Terms of Business

We are a member of SAIF THE NATIONAL SOCIETY OF ALLIED AND INDEPENDENT FUNERAL DIRECTORS (ESTABLISHED 1989) 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. Bereaved families can be assured of a compassionate, professional approach.

## 1. ESTIMATES AND CONFIRMATIONS

Clients will be provided with a detailed itemised written estimate consistent with the price list, and all disbursements known at the time of arranging the funeral, or if that is not achievable then as soon as practicable afterwards, we make every effort to ensure the accuracy of the estimate.

The estimate shall make it clear that the client has accepted, and signed, to the effect that they have accepted personal responsibility for the funeral charges that will complete the contractual arrangements for the funeral. ("Estimate" includes a quotation and is an offer to carry out the specified funeral for the specified price).

The written estimate will give the charges likely to be incurred based on the Information received at the date of estimate. Third-party charges or rates are liable to alteration/change. Where only an approximate cost can be given, the 'confirmed' cost will be supplied to the client as soon as possible. The actual amount of charges for the funeral will be itemised on the final account. If any amendments are made the client will be informed, and a revised estimate, showing the changes made and the alterations to costs will be issued wherever practicable. We may need to make an extra charge in accordance with prices published in our current price list.

In the event of a funeral being cancelled we shall, within thirty days of the date on which the funeral was to be performed, repay to a client any advance payment or deposit made by the client, less any amounts which were paid by the funeral firm to third parties (i.e 3 cremation fees) pursuant to the funeral contract and for which the client has received goods or services.

**FINAL ACCOUNTS** We shall provide the client with a detailed itemised final account that is comparable with the estimate provided.

## 2. DEPOSIT

A deposit will be required on all funerals, to be paid before the funeral takes place. The amount of the deposit will be determined by the total balance of the funeral. The funeral director will advise you of the amount payable  
The minimum deposit is £1500

## 3. PAYMENT DETAILS

Your final invoice will be sent to you within seven days of the funeral. Payment is required within 30 days of the invoice date. Please inform the funeral director if there is an insurance or D.H.S.S claim, or if a solicitor is dealing with the estate. We reserve the right to charge interest of 1.5% per month or 18% annually on all accounts not paid within 30 days of invoice date. If accounts are not settled within 60 days we reserve the right to pass the outstanding account onto a collection agency.

**Traditional Funerals:** A deposit will be required at the time of arranging the funeral, of £1,500 however this may increase dependant on the services required. Payment is required within 30 days of the invoice date.

**Simple Funerals:** A deposit will be required at the time of arranging the funeral, of £1,500.

**Direct Cremations:** Payment in full is required prior to the funeral taking place, usually at the time of making the arrangements.

Once the funeral has taken place we will send a detailed, final funeral invoice to the client. This would be payable within a month of receipt.

Payments can be made by:

- Cheque (*Payable to Broadoak Funeral Service*)
- Cash
- Credit or Debit Card (*in office or over phone*)
- BACS- Online Bank Transfer (*please contact us for account details*)

#### 4. 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.

#### 5. DATA PROTECTION

GDPR 2018 Words shown in italics are defined in the Data Protection Act 1998 ("the Act"). We respect the confidential and sensitive 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.

The required information gathered as you engage our services are only used for the purpose of carrying out our role.

We may pass your personal data on to third-party service providers in the course of dealing with you (for example ministers, celebrants or doctors) Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on your behalf. If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent, unless we are legally required to do otherwise.

We have reviewed this and everything we ask is used at some point of our service. We do pass on contact details and requirements to our service providers. We do hold records after our service is concluded, these are to comply with HMRC and other legal requirements.

#### 6. COOLING-OFF PERIOD

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc Regulations 2013 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. 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.

- Termination within 2 Weeks of service date 50% of fees payable
- Termination within 1 Week of service date 80% of fees payable
- Termination within 3 days of service date 100% of fees payable

## 8. STANDARDS OF SERVICE

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 SAIF Resolve provides a low cost dispute resolution service, as an alternative to legal action.

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. We can not be responsible for the performance of all third parties which may include, but not specifically, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

**9. Hygienic Treatment** Will be carried out by qualified B.I.E staff at our discretion, unless instructed otherwise by the client. In the case of the funeral being more than 7 days from the date of death we reserve the right to take whatever steps we feel necessary to protect staff and other clients.

## 10. 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.

**Additional legal requirements** Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.

If additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £25 per bearer will be charged.

An additional charge will be added to coffins larger than 6ft x 20"

Any unclaimed items of clothing / effects will be discreetly disposed of after 14 days of date of death.

Instructions regarding cremated remains are to be issued by the cremation applicant and remain their ownership. Unless otherwise agreed

Broadoak Independent Funeral Service are proud members of  
SAIF - Society of Allied and Independent Funeral Directors providing:

## 11. Security for You

Gives families the security that we are meeting nationally recognised standards within the business.

### Regular Inspections of Our Standards

SAIF rigorously maintain their standards through a series of inspections and visits to our premises which ensure that high standards are in place at all times.

## 12. Our Business Abides by the SAIF Code of Practice

Standards are important to us in setting out exactly what Broadoak Independent Funeral Directors responsibilities are giving families the security and reassurance that the funeral arrangements will be performed in a professional manner.