



## **TERMS OF BUSINESS**

### **Estimates and Expenses**

The 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 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 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.

### **Payment Arrangements**

We reserve the right to ask for a deposit to be paid which is the total amount of third party costs to date following the arrangements. The final balance is due for payment within 30 days of our account, unless otherwise agreed by us in writing. The final account is sent to you one week after the funeral. We may recover the cost of taking legal action to make you pay. If your account is passed to a debt collection company you will also be liable for all their fees on top of your outstanding balance.

### **Indemnity and Liability**

You will indemnify us in full and hold us, our employees and agents harmless from and against all expenses, liabilities, losses, damages, claims and other reasonable expenses we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) in connection with or arising out of your use and any third party's use of the services and following any breach by you of any of your obligations under these Terms. We may claim any losses from you at any time providing written notice.

We shall not be liable to you or any third party for any loss or damage (including any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, claims or expenses), howsoever arising.

Nothing in these Terms shall exclude or limit our liability for death or personal injury caused as a result of our negligence, breach of contract or otherwise.

### **Data Protection**

Words shown in *italics* are defined in the Data Protection Act 2018 (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 only for the purpose of carrying out the services. In order to provide the services we may need to pass such data to third parties who are performing some of the services for you, who may contact you directly. Further details regarding these third parties are available upon request [and are noted in our privacy policy]. 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. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify.

### **Cooling-Off Period**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may give you the right to terminate provision of our services in the cooling-off period of 14 days after you have agreed to engage our services or provide us with initial instruction (the "**Cooling-off Period**"). If you wish the performance of the services 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. In the event that you exercise the right to cancel our services during the Cooling-off Period, if you have received any goods or services from us during such period you will be required to reimburse us for any incurred costs and expenses associated with provision of the goods or services during the Cooling-off Period.

### **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 terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

### **Conduct**

SAIF'S Code of Practice requires that we provide a high quality 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.