



DANIEL MERCER
FAMILY FUNERAL DIRECTORS



TERMS OF BUSINESS

We are a member of SAIF Independent Funeral Directors and subscribe to its current Code of Practice, a copy of which is available upon request, also The Good Funeral Guide We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

Estimates and Expenses

The estimate 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 arrangement; 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 invoice.

If you amend your instructions we may 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 REQUIRE CLEARED FUNDS ON THE DAY THE FUNERAL IS BOOKED WITH OURSELFS WHICH IS FIFTY % OF THE FUNERAL DIRECTORS FEES AND FULL PAYMENT OF ALL THIRD-PARTY FEES. OUTSTANDING BALANCE TO BE PAY FIVE DAYS BEFORE THE FUNERAL DATE

WE RESERVE THE RIGHT TO CANCEL THE FUNERAL IN FULL, IF PAYMENT HAS NOT BEEN MADE.

IF A SOLICITOR/BANK IS PAYING THE INVOICE FROM AN ESTATE, WE MUST HAVE A LETTER CONFIRMING FUNDS ARE AVAILABLE TO COVER THE FULL COST OF THE FUNERAL BEFORE WE CONFIRM THE FUNERAL DATE.

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.

Data Protection & GDPR 2018

Words shown in italics are defined in the Data Protection Act 1998 ("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 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. 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. The new GDPR regulations are dealt with by new written publications. You confirm that you have permission to also give consent to use all information you supply, including your relatives & friends, unless you specify otherwise.





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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 7 /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.

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.

Standards of Service

SAIF Independent 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 you can contact SAIF through the dispute resolution service, we can make available to you SAIF code of practice, which is also on display on our premises. 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 we hold, and advise you of alternative arrangements.

We cannot 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.

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 oversized coffin and additional bearers are required, due to the size of Coffin or difficult access to the place of service then additional costs of £65 per bearer will be charged. Plus a charge will be made for over size coffins.

Any unclaimed items of clothing / effects will be discreetly disposed of after 7 days of being in our care.

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

