



Terms Of Business

D J Protheroe & Sons LTD a company incorporated in *Wales* with company number **07548337** having its registered address at Riverside Funeral Home, Nantygwenith Street, Georgetown, Merthyr Tydfil, CF481 DE (“**we**”, “**us**” or “**our**”).

We are a member of The Society of Allied & Independent Funeral Directors (the “SAIF”) a private limited company by guarantee with registered number 02436831, having its registered address at SAIF Business Centre, 3 Bullfields, Sawbridgeworth, Hertfordshire, CM21 9DB, 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.

For the purpose of these terms:

“**you**” or “**your**” means the person engaging the services; and

“**services**” means funeral arrangement, support and advice services provided by us.

Your continuing instructions in terms of services will amount to your continuing acceptance of these terms and conditions (the “**Terms**”), and you acknowledge you have read, understood and agree to be bound by these Terms.

1 **Estimates and Expenses**

- 1.1 The estimate sets out the services we agree to supply to you. This estimate is an indication of the charges likely to be incurred for the services, based on the information and details provided by you 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 are involved and may change their rates or charges which is out with our control.
- 1.2 We may not know the total sum of third-party charges in advance of provision of the services; however, we will give you a best estimate of such charges prior to the provision of the services in the written estimate. The actual amount of the charges will be detailed and shown in the final account.
- 1.3 If you amend your instructions in terms of the services, we may require your written confirmation of the amended instructions and as a result you may need to make and/or incur an extra charge for the amended instructions, such charge in accordance with prices published in our current price list.
- 1.4 On occasion we may also charge you an administration fee. 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.

2 **Payment Arrangements**

2.1 We will issue you with an invoice for payment in relation to any services provided or undertaken.

2.2 The payment of an invoice is due within 14 days of date of our invoice, unless otherwise agreed by us in writing or unless you optioned for one of our fixed cost, simplified or standardised funerals arrangements, when the deposit requirements and payment terms will be much shorter.

2.3 **For Fixed Cost Direct Funerals:**

Payment would be due within 14 days of the invoice date. We reserve the right to add interest on all outstanding accounts at 2% per month on accounts that remain unpaid after 30 days and any legal and court costs incurred due to non-payment.

2.4 **Standardised Price & Traditional funerals**

A 0% deposit is required, with the balance due 14 days of the invoice date.

2.5 If you fail to pay in full by the due date for any of the services provided to you, we may charge you interest:

2.5.1 at a rate of 2% per month

2.5.2 calculated (on a daily basis) from the date of our account until payment;

2.5.3 compounded on the first day of each month.

2.6 We may also recover the costs of taking any legal action, when necessary, to recover any unpaid sums (unless a Court orders states otherwise).

3 **Indemnity and Liability**

3.1 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.

3.2 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.

3.3 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.

4 **Data Protection**

4.1 Words shown in italics are defined in the Data Protection Act 2018 (the "**Act**").

4.2 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.

4.3 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.

4.4 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.

5 **Cooling-Off Period**

5.1 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.

5.2 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.

6 **Termination**

6.1 The services may be terminated before the services are delivered:

6.1.1 by us if you fail to honour your obligations under these Terms; and

6.1.2 by you communicating to us in writing, whether this be by text, email or post that you are terminating your instructions and engagement of the services.

- 6.2 You must tell the person named below, in writing as soon as practicable of any termination.
- 6.3 If we or you terminate the services you may, depending on the reasons for termination, at our discretion be asked to pay a reasonable sum based upon the services carried out up to the time of termination. Such amount will be advised to you in writing.

7 **Standards of Service**

- 7.1 The Society of Allied & Independent Funeral Directors (SAIF) 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 SAIF provides a dispute resolution service, as an alternative to legal action.
- 7.2 You can contact SAIF by completing their complaints form which is available by contacting them on 0345 230 6777 or email to standards@saif.org.uk.
- 7.3 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. Therefore, we endeavour to meet all dates and times provided on the estimate however these cannot be guaranteed. Where it is known and arrangement will not be met, we will attempt to contact you in advance, using the details overleaf, and advise you of alternative arrangements.
- 7.4 We cannot be responsible for the performance of any third parties which may include, but not specifically limited to, Crematoria, Councils, Grave Diggers, Ministers, Civil Celebrants, Florists, Printers, Vehicle Hire, Newspapers, Hospitals, Doctors, Coroner, Registrar, International Repatriation Service Providers, etc.

8 **Agreement**

- 8.1 Your instructions will not create any rights enforceable by virtue of the *Contracts Rights of Third Parties Act 1999* by any person not identified as our client.
- 8.2 If any of these Terms are unenforceable as drafted:-
- 8.2.1 it will not affect the enforceability of any other of these Terms; and
 - 8.2.2 if it would be enforceable if amended, it will be treated as so amended.
- 8.3 The parties agree that these Terms along with estimates and services accounts constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter

- 8.4 Not with standing anything else contained in these Terms, neither party shall be liable for any delay in performing, or non-performance of, its obligations hereunder if such delay or non-performance is caused by circumstances beyond the reasonable control of the party so delaying or non-performing, including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, disease, epidemic, pandemic, fire, flood, storm or adverse weather conditions.
- 8.5 Our liability is excluded to the maximum extent permitted by law including any implied terms.
- 8.6 No variation of these Terms shall be valid or effective unless it is in writing (including email), refers to these Terms and is duly signed or executed by, or on behalf of SAIF.
- 8.7 These Terms are subject to *Welsh Law*. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions. By accepting these Terms you submit to the non-exclusive jurisdiction of the Welsh courts.
- 9 Additional legal requirements**
- 9.1 Any inappropriate items found in a coffin during our final closing down procedure will be discreetly disposed of.
- 9.2 Any unclaimed items of clothing/effects will be discreetly disposed of after 7 days of date of death unless otherwise agreed.
- 9.3 Instructions regarding cremated remains are to be issued by the cremation applicant and remain their sole decision and ownership.
- 9.4 We will update our website with the details of your funeral services.
- 9.5 Donation Companies including our on-line charitable donation processing partner, make charges for use of their services. Further details of these services can be provided and can be found on their website. Please advise us if you wish NOT to use their services.

TERMS AND CONDITIONS

Professional Services

These include all arrangements in connection with the funeral, assistance and advice in matters relating to the funeral, attendance and services of staff, attending to all

documentation, care of the deceased and use of the Chapel of Rest, provision of motor hearse, funeral director and embalming of deceased if required.

Payment of account

D J Protheroe & Sons Limited operates a pricing policy in compliance with the Code of Practice of the National Society of Allied and Independent Funeral Directors.

Our price list provides clients with a full and detailed explanation of our charges as required by the Code.

In addition to our charges, disbursements must be paid to Minister of Religion, Cemetery or Cremation fees and such like.

When the funeral plans are completed, you will be given a written estimate of all the charges incurred by the service you have requested. Where the total estimated account is deemed excessive you may be asked to make an interim payment.

We ask for this estimate to be signed as consent that you accept the charges and will be liable for payment of the account when submitted. This is usually 7-10 days after the funeral. If wished, the account may be forwarded to your solicitor.

We reserve the right to add interest on all outstanding accounts at 2% per month on accounts that remain unpaid after 30 days and any legal and court costs incurred due to non-payment.

If, because of your circumstances, you have to make a claim for assistance from the Department of Work and Pensions, please note that stringent rules apply as to the amount of help available. Please talk to us, in confidence, for guidance.

Right to cancel (Arrangements made in the client's home only)

You have the right to cancel the contract if you wish. This right can be exercised by sending or taking a cancellation notice to the funeral director at any time within the period of 14 days starting on the day of the arrangement. The right to cancel can be lost during the cancellation period if the service is provided in full before the 14 days elapses.

Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

If you wish to cancel the contract you must tell the person named below, in writing, within 14 days. You may copy this form if you wish but you do not have to.

Complaints Policy

This Policy

This policy includes how:

- you, the clients, can raise a complaint about our services; and
- how we will deal with complaints.

We will always aim to provide high quality services and to provide a high standard of client's care. We recognise however that sometimes we may not get things right and as such, it is important that you can raise, and issues or complaints will us.

How to Make a Complaint

If you would like to make a complaint, you can do so via any of the following methods:

Online Contact Form

You can complain via the online contact form at:

www.djprotheroeandsons.co.uk

Email

You can complain via email to: enquiries@djprotheroeandsons.co.uk

Information

Please include the following information in your complaint:

- Your full name
- Your contact details (telephone and email)
- The fact that you are raising a complaint
- Any relevant dates and times which are relevant to your complaint
- A key summary of the problem or problems you have experience and why the services were not satisfactory.

What to Expect

Complaints will be processed and looked at during our office business hours which are:

Monday to Friday 8:00am – 5:00pm

Complaints will be dealt with by ROBERT PROTHEROE.

Acknowledgment

We will acknowledge your complaint within **7 business day** of our receipt.

Investigation

We will then conduct a thorough investigation into your complaint. We may need to contact you to obtain further details during the investigation.

Response

A response to your complaint will ordinarily be provided to you via Telephone.

We will ordinarily provide the full response within **14 business days** of our receipt of your complaint. Sometimes, the investigation may take longer. If this is the case, we will contact you to tell you, and you will be provided with a revised timeframe within which should expect to receive a response. You will receive regular updates thereafter.

We may agree with all or some of your grounds of complaint and will offer a solution which we judge is most appropriate in the circumstances.

If we do not agree with your ground of complaint, you will be provided with full details to explain why this is the case. If you are unhappy with the decision you may wish to process matters externally. (see below)

Our Regulator

Our services are regulated by **THE SOCIETY OF ALLIED & INDEPENDENT FUNERAL DIRECTORS (SAIF)**

Details about our regulator body can be found here: <https://saif.org.uk/>

You have the option of contacting our regulatory body in relation to a complaint about required standards should you deem this appropriate.

Legal Claims

We would always hope that disputes can be resolved at the lowest possible level. However, if the complaint cannot be resolved by any of the above methods, you may wish to obtain legal advice an/or explore other legal remedies which may be available to you.

Information about your legal rights as a consumer can be found on the Citizens Advise Bureau website.