JOHN WEIR
Funeral Directors

Our Terms of Business

We are members of the National Society of Allied and Independent Funeral Directors (SAIF) and the National Association of Funeral Directors (NAFD) and subscribe to their respective Codes of Practice, copies of which are available upon request. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1) Estimates and expenses

Our 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.

Our normal practice is to ask for advance payment of our anticipated disbursements, as set out in the estimate. Any advance payment will be deducted from our final invoice.

2) Terms of Payment

The Company will forward its final invoice to another person when so instructed by the client. The client is however **personably** liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The client remains liable to the Company until full payment is received by it. The client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the DWP or whoever is administrating the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms.

Please note: We reserve the right to ask for full payment in advance before providing any of our services.

The Simple Funeral (Coventry)

Full payment for The Simple Funeral must be made at least 72 hours before the funeral taking place.

The Direct Funeral

Payment for The Direct Funeral must be made at the time of arranging.

Failure to do so may result in the funeral arrangements being delayed or cancelled.

a) Cheque in advance

b) Credit/debit card payment in advance

c) BACS

Traditional Adult Funerals

a) An invoice will be sent approximately five days after the funeral

b) Payment is due within 30 days

c) Cheque or credit/debit card

d) BACS

Deposit

We respectfully request that a deposit is paid to us at least 72 hours prior to the funeral taking place. Failure to do so may result in the funeral being delayed or cancelled. You may, should you wish, choose to pay the full funeral account in advance. The deposit we require is 50% of the total Funeral Director's Charges plus 100% of the costs for Disbursements (third party fees) (This payment is also required for those claiming assistance from Governmental schemes).

Final Invoice

Payment of the final account is due within 30 days of the date of invoice. If the account remains unpaid after this date, we reserve the right to charge a fee in order to cover our administration costs for the recovery of any debt. Interest may also be charged to your account on any remaining balance. Please be aware there is no need to wait for probate/Letters of Administration. If sufficient funds are available, settlement can usually be made.

3) 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 the fees we incur from you. 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.

4) Data Protection (GDPR) and Privacy

Words shown in *italics* are defined in the GDPR Regulations.

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. We will treat your personal information with care and confidentiality in line with the General Data Protection Regulations 2018 (GDPR) or any other legislation enforced. We shall not share your information with third party organisations without your permission or without legitimate business interest. For further information please refer to our Privacy Policy which can be found at www.johnweir.co.uk

5) Conduct

Our 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. If that does not resolve the problem to your satisfaction then please contact:

NAFD Resolve,
618 Warwick Road, Solihull,
West Midlands B91 1AA.
email: resolve@nafd.org.uk
https://nafd.org.uk/resolve/

who provide independent conciliation and arbitration through the Chartered Institute of Arbitrators.

All dates and times provided 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 provided and advise you of alternative arrangements.

6) Disclaimer

John Weir Funeral Directors Ltd will not under any circumstances be held liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party service provider.

7) Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business.

Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing;
- signed by one of our directors; and
- expressly stating an intention to vary these terms.

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.

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive Jurisdiction.

8) 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 you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. **You will also have to pay our charges and expenses according to the scale set out below:**

Termination within 2 days of due date for performing services	100% of fees payable
Termination within 1 week of due date for performing services	80% of fees payable
Termination within 2 weeks of due date for performing services	50% of fees payable

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.

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.