

## TERMS OF BUSINESS

We are a member of the National Society of Allied Independent Funeral Directors 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 always.

### Estimates and Expenses

The estimate you have been provided with sets out the services that we agree to supply. The estimate is an indication of the charges likely to be incurred based on the information and details we know about at the date of the enquiry. Whilst 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 cost of third-party charges in advance of the funeral. We will, however, give you a best estimate of such charges in the written quotation. The actual amount of the charges will be detailed and shown in the final account. C.S. Boswell Reserve the right to invoice third party charges up to twenty-six weeks from the date of the funeral. 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

Traditional Funerals - Our company policy is to request 50% payment of the estimate we have provided, three working days prior to the funeral taking place. These monies cover the disbursements that are payable in advance. If payment is not met within the requested time, we reserve the right to postpone all funeral duties and activities. If our Direct Cremation, Simple Funeral or Repatriation Services are requested, the account must be paid in full, three working days prior to the funeral or repatriation taking place. If a solicitor is paying the invoice from an estate, we must have a letter confirming that funds are available to cover the full cost of the funeral.

If you fail to pay us on the due date, we may charge you interest:

- at a rate of 4% above our bank's Base Rate from time to time in force; • calculated (daily) from the date of our account until payment.
- compounded on the first day of each month; and before and after any Judgement (unless a Court orders otherwise).

### 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 must 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 these losses from you at any time and, if we must take legal action, we will ask the Court to make you pay our legal costs. Where a funeral involves actions beyond the control of the Company and staff, you are to indemnify us against any claim for loss, damage, distress or hardship following such action. This would include such things as: the backfilling of a grave by someone other than Cemetery staff, or the delay in the repatriation of the deceased caused by the failure of airport staff or the cancellation of flights.

### Data Protection

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. 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. You have the right to know what data we hold on to you, and you can by applying to us in writing and paying a fee, receive copies of that data.

### Cooling-Off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work, email or telephone etc Regulations 2008 may give you the right to terminate this agreement in the cooling-off period of fourteen 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. If 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. If the contract was negotiated and concluded at the funeral director's office, you do not have the right to cancel the contract.

### Termination

We reserve the right to cancel, postpone or change the date of a funeral due to adverse weather conditions. After discussion with the client, and where possible, we will attempt to provide an alternative service on a day and at a time convenient to all parties, but this will be dependent upon circumstances appertaining at that time. 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

The National Society of Allied 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 Company Director. If that does not resolve the problem to your satisfaction, the National Society of Allied Independent Funeral Directors complaints team can provide a dispute resolution service, as an alternative to legal action. You can contact the SAIF complaints team on 0345 230 6777.

### Agreement

Your continuing instructions will amount to your ongoing 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.



# C.S. Boswell

## Independent Funeral Services



I instruct C.S. Boswell Independent Funeral Services to carry out the funeral service and to provide associated requested products and services, including liaising on my behalf with other people and organisations, in respect of The Late: {DTitle} {DForenames} {DSurname}

and in accordance with their standard Terms and Conditions, a copy of which I have received.

I understand that this is a contract between myself "The Client" and C.S. Boswell Independent Funeral Services  
I accept responsibility for settlement of the account in accordance with those Terms and Conditions.

By signing these Terms and Conditions,

I understand that 50% payment for our traditional funeral service,  
or full payment for our direct cremation, simple funeral service and repatriation services.  
These fees are to be paid three working days, prior to the funeral duties taking place.  
Should payment not be received C.S. Boswell reserve the right to cancel all services.

Signed : -----

Print: -----

Date: -----

C. S. Boswell Independent Funeral Services is the trading name of Carl Boswell Ltd.  
Registration No: 08883089.

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