WILLIAMSON BROTHERS LTD.

Family Funeral Directors
Est 1927

TERMS OF BUSINESS

We are a member of the National Association of 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.

1. Estimate and Expenses

The estimate sets out the services we agree to supply and 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 of charge.
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. 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.

2. Payment arrangements

We require a deposit to be paid, equivalent to the cost of the burial or cremation fee. We kindly ask that this is paid at least 2 working days prior to the date of the funeral. The funeral account, confirming the outstanding balance, will be sent approximately one week after the funeral. The remaining balance is due for payment within one month of our account, unless otherwise agreed by us in writing. If you fail to pay us in full by the due date we may charge you interest, at a rate of 5% per annum charged on a daily basis from the date of the account due date. We may recover (under Clause 3) the cost of taking legal action to make you pay.

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 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.

4. Data Protection

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 service 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. At all times Williamson Brothers Limited will adhere to their data handling Policy, which is available upon request.

5. 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 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 on the form provided. In this 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.

6. 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.

7. Standards of Service

The National Association of 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 or the statement invoice, then inform us. This can be done via telephone or email, or a formal written complaint can be made to Robert Williamson (our designated senior person). If you are unsatisfied with the way that your complaint is handled, you are able to raise a dispute through the National Association of Funeral Directors (NAFD) Resolve service. A full copy of our complaints procedure is available upon request.
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 overleaf, and advise you of alternative arrangements.

8. 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.

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