

## terms of business

**PAYMENT OF CHARGES:** As the signatory of the contract, you agree to be personally responsible for paying the Company's charges and disbursements in full. This will be the case also for any balance which (in applicable cases) is not discharged by the nominated payer, DSS or out of the deceased's estate.

**DEPOSIT:** There is normally no deposit required to be paid on instructions of the funeral, however, a payment in full may be required for specific items requested as part of the funeral arrangements for example the purchase of a grave or other specialist service e.g., horse drawn carriage etc.

**PAYMENT TERMS:** For all funerals an invoice will normally be raised approximately 10 days after the funeral. These amounts are due for payment within one calendar month (30 days) from the date of the invoice.

**THE FINAL CHARGES:** You acknowledge that the Company's final account may vary from the estimate, to take account of the disbursement costs, shown on the Estimate, which are best estimates only. You agree that the company may also add onto its final account any charges for any additional items requested later. The total shown in the estimate is based on manual addition. Where addition errors on the face of the Estimate are highlighted later, the Company reserves the right to charge the corrected total.

**PAYMENT TYPES:** We accept payment by Cash, bank Transfer, Credit and Debit Card.

**NON-PAYMENT & OVERDUE ACCOUNTS:** You agree to make payment in accordance with the payment terms specified above unless otherwise agreed by us in writing but acknowledge that if these terms are not met by you, any amount is still due for payment.

If you fail to pay us in full on the due date, we may charge you interest at a rate of 8% 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 Judgment (unless a Court orders otherwise).

We may also recover the cost of taking legal action if required. If we must forward the account to a Third-party Debt Collection Agency or the NICS Enforcement of Judgements Office or Solicitors, we will add their costs and fees to the outstanding balance.

**FUNERAL INSTRUCTIONS:** You confirm that you are authorised to make the funeral arrangements as the next of kin and/or executor, that your instructions are correctly reflected on the estimate, and you acknowledge receipt of the Company's estimate of charges.

You accept that if you wish to change any of the arrangements, you must contact the Company and changes will only be accepted from you. You accept that any changes may require alterations to the estimate and that reasonable notice must be given to the Company.

## terms of business (CONTINUED)

**FUNERAL ARRANGEMENTS:** The Company is only responsible for those parts of the funeral arrangements which it performs itself. While the Company will arrange on your behalf aspects of the funeral with third parties (e.g., Clergy, organists, Cemetery/Crematorium. Churches. Doctor, Gravediggers etc.), the Company is not responsible for acts or omissions of such third parties. In making such arrangements the Company is acting on your behalf as the Client's agent.

**FUNERAL DATE/TIME ETC.:** You accept that all dates and times for the funeral cannot be guaranteed until final bookings are made and confirmed. You also acknowledge that on occasion the Company is forced to make minor changes to funeral arrangements due to reasons beyond its control. You understand that where possible, all such changes will be notified to you in advance, but the Company cannot be held responsible for them and that the Company's charges will remain payable in full.

**COMPLAINTS PROCEDURE:** In the first instance please raise any concerns with the designated person. The Company is also a member of the National Association of Funeral Directors, and you accept that the complaints and conciliation procedures of the Association's Code of Practice will apply to this contract.

## disclosure of interests

S Clarke and Son Funeral Directors Ltd is owned and operated by members of the Clarke family who are the majority shareholders. We are a local fourth generation family business.

We have no business or material financial interest in any price comparison website which compares Funeral Director Services and/or Crematoria Services and their respective prices.

We have not made any material charitable donations to external parties in the funeral sector.