

## Terms of Business

Hebden Pople Independent Funerals, 27 Cottle Road, Stockwood, Bristol, BS14 8QR.

1. Estimates and Expenses – Any estimates provided are an indication of charges likely to be incurred on the basis of the information and details known/provided to us at the time/date of estimate. While every effort is made to ensure the accuracy of the estimate, the charges are liable to be amended when any service is altered at a later date and particularly where third parties change their rates or charges. We may not know the final sum of third party charges in advance of the funeral/services provided, however we will give you a best estimate of such charges in a written quotation. If you amend your instructions, we may require written confirmation and you may be charged an additional fee.

2. Payment – We will provide you a detailed invoice for payment in relation to any services provided at least a week in advance of the funeral. Payment is required in full, by BACS, at least 3 days before the funeral or 14 days by cheque, failure to do so may result in the funeral being cancelled. Any additional charges accrued after payment will be invoiced and subject to payment within 7 days.

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 General Data Protection Regulations 2018 (“the 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. 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 services for you, may contact you directly. We will not pass your details to third parties for marketing purposes whatsoever. Under the Regulations 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. Our Privacy Policy can be found at [www.hebdenpople.co.uk](http://www.hebdenpople.co.uk).

5. Cooling Off Period – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 gives you the right to cancel a contract, signed in your home, within a period of 14 days starting from the day the contract was signed. If you wish to cancel the contract a cancellation notice must be sent within the 14 day cancellation period. If you exercise this option and have already received goods or services from us you will be required to reimburse us for the goods or services 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 terminations, be asked to pay a reasonable amount based upon the work carried out up to the time your termination is received.

7. 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.