

Terms of Business

1. Payment of Account

A.J. Gascoigne & Son operates a pricing policy in compliance with the Code of Practice of the National Society of Allied and Independent Funeral Directors and the National Association of Funeral Directors.

Our standardised price list provides clients with a full and detailed explanation of our charges as required by the Competition and Markets Authority (CMA).

A deposit of £1,000 is required to be paid at the time of taking all necessary instructions and must be paid prior to the funeral taking place. Failure to do so will result in a delay to the funeral.

The balance on the account is due 28 days post date of the funeral.

We reserve the right to add interest on all outstanding accounts at 2% per month on accounts that remain unpaid after 30 days and any legal and court costs incurred due to non-payment.

In addition to our charges, disbursements must be paid to Doctors, Minister of Religion, Cemetery or Cremation fees and such like.

When the funeral plans are completed, you will be given a written estimate of all the charges incurred by the service you have requested. Where the total estimated account is deemed excessive you may be asked to make an additional payment to cover disbursements. (An additional £1,000 payment to that stated above would be required for any accounts whereby the disbursement costs would exceed £2,000)

We will provide an estimate to be signed as consent that you accept the charges and will be liable for payment of the account when submitted.

This estimate is an indication of the charges likely to be incurred based on 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 or charges.

We may not know the amount of third-party charges in advance of the funeral; however, we give you a best estimate of such charges in 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.

Accounts are sent out 7 days after the funeral. If wished, the account may be forwarded to your solicitor.

If, because of your circumstances, you have to make a claim for assistance from the Department of Work and Pensions, please note that stringent rules apply as to the amount of help available. Please talk to us, in confidence, for guidance.

2. Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly 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.

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3. Data Protection

Words shown in *italics* are defined in the General Data Protection Regulation May 2018 (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 services 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, receive copies of that data.

4. Cooling-Off Period

The cancellation of Consumer Contracts made in the Consumers’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 in the form which will be handed to you. In the 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.

5. 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.

6. Standards of Service

The National Association of Funeral Directors’ Directors’ 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 with Jeff Gascoigne.

If that does not resolve the problem to your satisfaction the National Association of Funeral Directors through the Funeral Arbitration Scheme (FAS) provides a low-cost dispute resolution service, as an alternative to legal action. You can contact the FAS at

618 Warwick Road, Solihull, West Midlands, B91 1AA.

The FAS, and how it can be accessed, is explained in the leaflet entitled “Your Right to put it right” made available to you and on display on our premises. The FAS provides independent conciliation and arbitration through IDRS Ltd, a wholly owned subsidiary of the Chartered Institute of Arbitrators.

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.



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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.
