

TERMS OF BUSINESS

1. Estimate and Expenses

Our estimate overleaf 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. Whilst we make every effort to ensure accuracy of the estimate, the charges are liable to alteration particularly when Third Party charges change their rate or charges.

We may not know the amount of the disbursements 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 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

All Third-Party payments must be paid within 48 hours of the funeral arrangement. The balance of the funeral account is due within 14 days of our account unless otherwise agreed by us in writing.

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

- at a rate of 4% above our bank's rate from time to time in force
- calculated (on a daily basis) from the date of our account and payment
- compounded on the first day of each month
- before and after any judgement (unless a court orders otherwise)

We will recover (under clause 3) the cost of taking legal action to recover the outstanding balance owed.

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 financial costs and legal costs on a full indemnity basis) following any breach by you of any obligations under these terms.

This means that you are liable to us for losses we incur because you do not comply with these terms. If we instruct debt collection agents, we may also recover the fees incurred from you. We may claim these 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 to our service, 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.

5. Terminations

We reserve the right to terminate our service if you fail to honour your obligations under these terms. We are under no obligation to accept your termination until we receive your instructions in writing.

If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all disbursements to which we have paid or are committed to and our professional fees.

6. Agreement

Your continuing instructions will amount to you continuing acceptance of those terms of business.

Any waiver or variation of these terms of binding in honour only unless:

- made in writing
- signed by a director
- expressly stating an intention to vary these terms

Your instructions will not create any right enforceable (by virtue of the Contracts Rights of Third-Party Act 1999) by any person not identified as our client.

If any of these terms restricts are unenforceable as drafted:

- it will not affect enforceability of any of any other of these terms
- 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.

English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.

DISCLOSURE OF INTERESTS

Jones Funeral Directors is owned by Carl and Julie Jones and is an independent family-run Funeral Directors.

We are a Limited Company and our registered office is at 148 County Road South, Hull Company Number: 10154646

We have no financial interest or involvement in any price comparison websites, charitable organisations or third party that does not relate to a cost incurred.