
VICTORIA ALLEN

FUNERAL SERVICES

Client Name:

Address:

**Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013
Important Information for Customers**

YOUR RIGHTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us – our contact details are given above.

If you are unclear about your rights or require advice, you can contact the Citizens Advice Consumer Service on 0845 404 0506 or www.adviceguide.org.uk

PART A- REQUEST TO START WORK

To: **Victoria Allen Funeral Services, 8 Charlton Rise, Ludlow, Shropshire, SY8 1ND. 01584 879035**

I hereby ask you to start work on our contract on a date that we have already agreed with reference to the

funeral arrangements of the Late:

- I give my permission for my contact details to be shared with the following third parties solely for the purposes of making funeral arrangements and will not be used for any other purposes.
- I take full responsibility for the accuracy of newspaper notices, service sheets and all other materials that I have seen and approved prior to printing.
- I give Victoria Allen Funeral Services permission to collect and distribute donations taken on my behalf.
- I take full responsibility for disbursement costs e.g. Floral Tributes, Post Funeral Venue Hire and Catering Costs, any additional services over which the funeral director has no control.
- I have received a copy of the Terms and Conditions.
- I have received a verbal estimate of costs which I understand is subject to confirmation by third parties.
- I understand that I have a right to cancel this contract, as described above, within the cancellation period which ends 5 days after the date on which this form is signed. I also understand that, following cancellation, I will have to pay certain costs including removal, administration and storage plus any other costs incurred.

Estimate of Costs (Verbal): Signed:

VAFS Print Name:

CLIENT Print Name:

Signed:

Date:



SAIF Membership Number 2958.

TRADITIONAL BURIALS AND CREMATIONS • GREEN AND ECO FRIENDLY FUNERALS

8 Charlton Rise, Ludlow, Shropshire SY8 1ND • Tel: 01584 879035 Email: vafs@btinternet.com

Registered in England & Wales Limited Company No: 6952861

TERMS OF BUSINESS

We are a member of the National Society of Allied and Independent Funeral Directors (SAIF) 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 Estimates and Expenses

Our estimate sets out the services we agree to supply. This estimate is an indication of the charges likely to be incurred, on the basis of the information and details we know at the date of 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 will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account.

If you amend your instructions, we may need to make an extra charge in accordance with prices given.

2 Payment Arrangements

The funeral account is due for payment within 30 days of the invoice date, 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 2.5% above our bank's base rate from time to time in force;

- calculated (on a daily basis) 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 recover (under clause 3) the cost of taking legal action to make you pay.

Victoria Allen Funeral Services expressly reserves the right to pass any overdue account, bill or debt to its Debt Recovery Agents, SAIF Resolve Ltd, which is beyond the normal payment terms of Victoria Allen Funeral Services, incurring further costs and interest, applicable by any enactment of law and any debt recovery costs applicable to the said account, bill or debt which will be applied by SAIF Resolve and which the client/you expressly agree to reimburse SAIF Resolve for. This is a non-waivable right of Victoria Allen Funeral Services in conjunction with SAIF Resolve.

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 the fees we incur from you. 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.

Victoria Allen Funeral Services cannot accept responsibility for matters which are wholly outside their control. Examples of such situations are but not limited to: Flight cancellations or re-scheduling, Customs checks, Aviation Authority restrictions, industrial action.

4 Data Protection

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 accordance with the **General Data Protection Regulations (25th May 2018)**.

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 and paying a fee, receive copies of that data.

Why we need to collect and store personal data

In order to arrange a funeral service (at need) or a pre-paid funeral plan, it is necessary for us to collect personal data relating to both the deceased and next of kin. This information is collected solely for this purpose and is never used for any other purpose including future marketing either by ourselves or any third parties involved.

All data subjects, whose personal data is collected, is done so in line with the requirements of the General Data Protection Regulations.

The type of data we collect is primarily - name, date of birth, address, religious affiliation etc.

How data is used

Personal Data is held and processed within the business in the United Kingdom and no third parties will have any access to your personal data unless there is a legal obligation to do so, nor will it be stored outside of the UK. The personal data may be passed to other colleagues relevant to the business relationship and will not be used for any other reason.

We will generally keep data for as long as it is required, after that time it will be destroyed if it is no longer required for the lawful purpose(s) for which it will be obtained. We take all responsible steps to ensure that your personal data is processed securely and safely.

If you feel that we're using your data incorrectly, may be out of date, or do not wish for us to retain this information, then please contact Victoria Allen Funeral Services directly and any amendments can be made.

Personal Data is needed for the following

Application Forms
Estimates, Invoices and Statements
Confirmation Letters
Donation Acknowledgement letters
Administration of Accounts (for tax purposes)

Third Parties with whom we may share your data

Crematoria
Cemeteries and burial grounds
Parish Offices, Clergy, Celebrants
Doctors, hospitals, HM Prison service
Stonemasons
Recipients of nominated donations
Florists
Caterers
Venues
Printers
Musicians
Funeral Planning Companies
Other funeral directors
Legal Services e.g. solicitors involved in Probate
Company Accountants

Consent

Your consent is required for Victoria Allen Funeral Services to process your data and we will ask you to sign to say that you give your consent. We will always explain the need for this.

5 Cooling - Off Period

The consumer contracts (information, Cancellation and Additional Charges) Regulations 2013 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 the 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 the 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 be terminated before the services are delivered: (1) 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 the termination is received, including all third party charges.

7 Standards of Service

The National Society of Allied and Independent Funeral Directors' Code of Practice requires that we provide a high quality service in all aspects. If, however, you have any questions or concerns about the service we provide to you, please raise them in the first instance with our designated senior person. If that does not resolve the problem to your satisfaction then please contact the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands, B91 1AA, which provides independent conciliation and arbitration through 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.

8 Agreement

Our 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 do decide to commence legal action, you may do so in any appropriate court.