

TERMS AND CONDITIONS OF BUSINESS

We are a member of the National Association of Funeral Directors and subscribe to their 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.

Estimates & Expenses

Our 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, errors and omissions excepted. While we make every effort to ensure the accuracy of the estimate, the charges can be liable to alteration, particularly in instances 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 will require your confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list. We will add VAT to our charges where applicable and at the current rate at the time of raising the invoice. However, in most cases, VAT is not chargeable on funeral services.

Payment Arrangements

The funeral account is due for payment within 30 days of the funeral, unless otherwise agreed by us in writing. Our account will usually be dated the date of the funeral. We may request payment for certain charges in advance of the funeral, as specified at the time of arrangement.

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

- At the rate of 1.5% compound on any monies outstanding one calendar month after the date of the funeral and every calendar month thereafter.
- Before and after any judgment (unless a court orders otherwise).

We may recover (under clause 3 of our Terms & Conditions) the cost of taking legal action to enforce payment of any outstanding amounts owed to us.

Challenges to your entitlement to make funeral arrangements

We enter into arrangements with clients in good faith, on the basis that they are entitled to make the relevant funeral arrangements. In circumstances where our client's entitlement is called into question by a third party, we will allow the third-party reasonable time to seek legal advice on their position. What is reasonable will depend on the circumstances but will be unlikely to exceed one week. If at any time it becomes clear that our client did not have, or willfully misled us in relation to, their entitlement to arrange the funeral, we reserve the right to terminate our contractual relationship with them.

Disputes in relation to ashes in our care

Where a dispute over entitlement to collect cremated remains arises between our client and a third party, we will release the deceased person's cremated remains to our client, unless we become aware of facts that call into question whether our client was entitled to make the funeral arrangements. In circumstances where our client's entitlement is called into question, we will allow the third-party reasonable time to seek legal advice on their position before releasing the ashes to our client. What is reasonable will depend on the circumstances but will be unlikely to exceed four weeks. If at any time it becomes clear that our client did not have, or willfully misled us in relation to, their entitlement to arrange the funeral, we reserve the right to release the ashes to the cremation applicant or other person whom we deem appropriate.

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 may 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.

Data Protection and GDPR

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 lawfully processed for the purpose of carrying out our services in accordance with our contract with you. 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 General Data Protection Regulation (GDPR) (EU 2016/679) you have the right to know what data we hold on you and can, upon applying to us in writing, receive copies of that data. Data will not be kept longer than is necessary for the purpose of carrying out our services. There are more details in the Privacy Notice, a copy of which is available on request or can be downloaded from the Lodge Brothers website.

Termination

We reserve the right to terminate our services if you fail to honour your obligations under these terms. We are under no obligation to accept your termination until we receive your instruction in writing. If you terminate your instructions or if we decide to terminate our services, you will be invoiced for all third party charges which we have paid or are committed to. You will also have to pay our charges and expenses according to the scale set out below:

Termination within 2 days of due date for performing services	100%
Termination within 1 week of due date for performing services	80%
Termination within 2 weeks of due date for performing service	50%

Conduct

The NAFD Code of Practice requires that we provide a high quality service in all aspects. We wish all of our customers to be pleased with our service, however, if for any reason you are dissatisfied please contact Andrew Lodge, Director, at our head office address of Lodge Brothers (Funerals) Ltd, Ludlow House, Ludlow Road, Feltham, Middlesex TW13 7JF, and he will be pleased to assist you. A more formalised complaints procedure is available on request from any of our branches. All dates and times provided on the estimate cannot be guaranteed until final booking is 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 you have provided to us, and advise you of alternative arrangements.

Third Party Providers

Some of the funeral services will be provided by third parties (including but not limited to Local Authority crematoria and cemeteries, private crematoria and cemeteries, churches (some may be recommended by us but some may be recommended by the Church), organists, grave diggers, ministers and celebrants, soloists and choirs) whom you will have chosen without recommendation from us. Whilst we cannot accept responsibility for any acts or omissions by such third parties we will provide you with reasonable assistance in resolving any complaint you may have against such third parties. We do not endorse, sponsor or recommend any such third parties and to the fullest extent permitted by law, we do not accept or assume responsibility for the actions or omissions of third party service providers.

Agreement

Your continuing instructions will amount to your continuing acceptance of these terms of business. Any waiver or variation of these terms is binding in honour only unless:

- made (or recorded) in writing;
- signed by one of our directors; and
- expressly stating an intention to vary these terms.

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