

Terms of Business

AUSTIN'S FUNERAL SERVICE is 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.

1. Estimates and 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. Whilst 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 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.

We will add VAT to our charges where applicable, and at the rate applicable when we prepare the invoice.

2. Payment Arrangements

At the time of making the funeral arrangements a deposit is required equal to the cost of the other services and disbursements, as shown on the estimate. Where assistance is being sought from the Social Fund, the difference between the anticipated entitlement and the total cost of the funeral is required. **This must be received at least 48 hours before the funeral service is due to take place.** The balance of the funeral account is due for payment within 21 days of the date of the funeral service 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 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.

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. 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 Data Protection Act 2018 ("the Act") which is the UK's implementation of the General Data Protection Regulation (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 is held securely, in confidence and *processed* for the purpose of carrying out our services. To provide these 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. For more information on how we may use your data and your rights under the Act, please review the Privacy Policy overleaf.

5. 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% of fees payable
Termination within 1 week of due date for performing services	80% of fees payable
Termination within 2 weeks of due date for performing services	50% of fees payable

6. Conduct

Our 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 NAFD Resolve at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide 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 maybe 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 provided , and advise you of alternative arrangements.

7. Agreement

Your continuing in structions 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.

Name (Print)

Signature

Date

Privacy Policy

This relates to the collection, storage and use of personal data under the Data Protection Act (2018) which is the UK implementation of the General Data Protection Regulation (GDPR).

How we use your information

This privacy notice tells you how we, Austin's Funeral Service, will collect and use your personal data for provision of services, cookies, complaints etc.

Why does Austin's Funeral Service need to collect and store personal data?

In order for us to provide you with a funeral service that meets your requirements and our legal obligations we need to collect personal data for fulfilment of the contract and any related correspondence. In any event, we are committed to ensuring that the information we collect and use is appropriate for this purpose and does not constitute an invasion of your privacy.

In terms of being contacted for marketing purposes Austin's Funeral Service would contact you for separate consent.

Will Austin's Funeral Service share my personal data with anyone else?

We may pass your personal data on to third-party service providers contracted to Austin's Funeral Service in the course of dealing with you. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on behalf of Austin's Funeral Service. When they no longer need your data to fulfil this service, they will dispose of the details in line with Austin's Funeral Service procedures. If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent, unless we are legally required to do otherwise. We will not share your data unnecessarily and will never sell your data to a third-party.

How will Austin's Funeral Service use the personal data it collects about me?

Austin's Funeral Service will process (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR). We know that keeping your information safe is vital. We promise to collect, process, store and share your data safely and securely. We use a variety of physical, electronic and technical measures to ensure this — all of which prevent unauthorised access to, use of, or disclosure of your personal information. Our staff receive data protection training, and we have a set of detailed procedures and policies that staff must follow when handling our clients' personal information.

We will endeavour to keep your information accurate and up to date, and not keep it for longer than is necessary. Austin's Funeral Service is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on individual business needs.

Under what circumstances will Austin's Funeral Service contact me?

Our aim is not to be intrusive, and we undertake not to ask irrelevant or unnecessary questions. Moreover, the information you provide will be subject to rigorous measures and procedures to minimise the risk of unauthorised access or disclosure.

Can I find out the personal data that the organisation holds about me?

Austin's Funeral Service, at your request, can confirm what information we hold about you and how it is processed. If Austin's Funeral Service does hold personal data about you, you can request the following information:

- Identity and the contact details of the person or organisation that has determined how and why to process your data. In some cases, this will be a representative in the EU.
- The purpose of the processing as well as the legal basis for processing.
- If the processing is based on the legitimate interests of Austin's Funeral Service or a third party, information about those interests.
- The categories of personal data collected, stored and processed.
- Recipient(s) or categories of recipients that the data is/will be disclosed to.
- How long the data will be stored.
- Details of your rights to correct, erase, restrict or object to such processing.
- Information about your right to withdraw consent at any time.
- How to lodge a complaint with the supervisory authority.
- Whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and the possible consequences of failing to provide such data.
- The source of personal data if it wasn't collected directly from you.
- Any details and information of automated decision making, such as profiling, and any meaningful information about the logic involved, as well as the significance and expected consequences of such processing.

For further information on anything mentioned in this leaflet or letter, please write to Claire Austin who is our Data Protection Officer at funerals@austins.co.uk or addressed to: The Data Protection Officer, Austin's Funeral Directors, Head Office, 9-11 Letchmore Road, Stevenage, Hertfordshire, SG1 3JH.

If you are dissatisfied with our response, you can contact the Information Commissioner's Office: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

Website: ico.org.uk/concerns

Thank you.

Data protection registration number: **Z6334155**