

Terms of Business

Masters & Son Limited are a member of the National Association of Funeral Directors 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

You will be given an estimate prior to the funeral which 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. 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 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

The funeral account will be presented to the applicant. The applicant may elect to pass this onto a third party or ask us to do so, but it will not release them from the obligation to pay any balance should we fail to recover full settlement from the third party.

The funeral account is due for payment within thirty days of receiving our account, unless otherwise agreed by us in writing.

3. General Data Protection Regulation

We respect the confidential nature of the information given to us and, where you provide us with personal 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. You have the right to know what personal data we hold on your behalf and you can, by applying to us in writing, receive a copy of that data. For further information please refer to the Privacy Policy which is held on our website.

4. Right to cancel

You have the right to cancel the contract if you wish. This right can be exercised by sending a letter (hand delivered or registered) to our office confirming your instructions at any time within the period of 14 days starting on the day of the funeral arrangement meeting. The right to cancel is lost during the cancellation period if the service is provided in full before the 14 days elapses.

Where applicable, payment may be required to be made in respect of any services carried out or disbursements paid, once the performance of the contract has begun and prior to the cancellation notice being received.

5. Standards of Service

The National Association of Funeral Directors' Code 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 in the first instance with Ian or Sue Masters our Managing Directors. 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 in 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 and advise you of alternative arrangements.

6. 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 our Managing Director; 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.

