

Terms and Conditions (Page 1 of 3)

Lewis Funeral Services aim to act in a professional manner and provide a courteous, sensitive and dignified service to you. As members of more than one professional trade association we endorse and subscribe to their Codes of Practice. (published copies of the codes of practice are available upon request, however for reference the NAFD Code of practice principles is printed below on the last page of this document).

Estimates and Expenses

Lewis Funeral Services will provide a written estimate 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 or when additional or amended services are requested.

Acceptance of the estimate is also acceptance of the clients responsibility to settle any monies outstanding.

Payment Arrangements

Lewis Funeral Services without prejudice, reserve the right to ask clients for payment, part payment or security of payment prior to carrying out any of our services or associated services organised on your behalf.

Please Note: We require full payment in advance for Unattended and Direct Cremation / Direct Burial Funerals. The Full amount must be paid and cleared 3 days prior to the service.

Where credit is given, the account becomes due for payment 30 days from the date of the invoice, unless otherwise agreed by us in writing. If you fail to pay us in full on the due date we reserve the right to 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 due date until payment in full.
- compounded on the first day of each month; and
- before and after any judgement (unless a Court orders otherwise).
- we may also recover all costs and expenses in the recovery of any monies outstanding.

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 or 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 or if we write to remind you that the account is overdue. If we instruct debt collection agents we may also recover the fees and costs we incur from you. Further details of 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.

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Standards of Service We endeavour to provide a high quality service in all aspects. However should you have any questions or concerns about our service please contact Mr Maldwyn Lewis at Lewis Funeral Services to try and resolve the matter. If your concerns are not resolved to your satisfaction Lewis Funeral Services as a member of the NAFD is required and willing to co-operate with the 'NAFD Resolve Scheme' in order to resolve any matter independently. 'NAFD Resolve' provides an independent conciliation and arbitration process. It is fully funded by the NAFD, with conciliation and adjudication services provided by qualified professionals from the Centre for Effective Dispute Resolution (CEDR).

Contact Details:- NAFD Resolve, 618 Warwick Rd, Solihull, West Midlands B91 1AA.
Tel 01217111636 e mail resolve@nafd.org.uk.

Feedback Lewis Funeral Services encourage feedback on the services it provides in order to evolve and develop the business and its role within the community it serves. We encourage feedback verbally or preferably in writing. If requested, we shall provide you with a questionnaire form, however we also respect that you may not always want to respond. We shall analyse and record your comments to make sure we continually improve the service we offer.

Cooling-Off Period The cancellation of Consumer Contracts made in the Consumer's Home or Place of Work etc 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 this 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 this contract during the cooling-off period, you will be required to pay a reasonable amount for goods and services already supplied.

Termination This agreement may also be terminated before the services are delivered: (1) by us 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 your termination is received

Data Protection/Client Confidentiality 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. 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 to receive copies of that data.

Business Ownership

Lewis Funeral Services is an independent company owned and managed by:-

Mr Maldwyn Lewis M.B.I.E., Dip F.D., L.M.B.I.F.D. and Reverend Carys Ann Morris-Lewis B.A.

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NAFD Code of Practice Principles

1. To observe strictly the confidence of every client at all times
2. To observe at all times the basic rights of clients as consumers
3. To render good service at all times and make fair charges in respect of services rendered and for merchandise supplied.
4. To ensure that advertising and marketing is always in good taste. No sensational, offensive or misleading advertising or marketing is permitted.
5. To provide clients with full and fair information about services, and itemised charges for all the constituent parts of the funeral director's services and all types of coffins and caskets available.
6. To have readily available and displayed as per the direction of the 'Competition and Markets Authority' Legal Order :- 'The Standardised Price List'; 'Additional Options Price List'; The price information provided to it by Crematorium Operators in accordance with Article 8 of the Order.
7. To give a written estimate of the funeral director's charges and disbursements to be paid on a clients behalf, together with a written confirmation of the funeral arrangements in each and every case, as soon as is practicable before the day of the funeral. No contractual agreement will have been entered into until these documents have been accepted by the client.
8. To provide clients with an itemised account in a form readily comparable with the estimate.
9. To refrain from soliciting funeral orders, or offering, or giving reward for recommendation to persons or organisations such as Health Service establishments, Nursing Homes or Coroners' Offices, etc.
10. To display to the general public the logos of the National Association of Funeral Directors and the 'NAFD Resolve Scheme', and to have copies of the Code of Practice and 'NAFD Resolve Scheme' leaflets on display and available to take away.
11. To Co-operate at all times with Trading Standards Offices, Citizens Advice Bureaux, Consumer Support Groups and any other organisation representing clients in the resolution of complaints or disputes.
12. To partake in, and abide by, the decision of the conciliation, independent and Disciplinary Committee procedures of the Association in the resolution of any complaints or disputes between client and funeral director (s).

Events outside of our control (Force Majeure)

Whilst Lewis Funeral Services endeavour to carry out services to the highest standards, we cannot be held responsible for situations which could not be predicted and which are beyond our control e.g. adverse weather, traffic conditions, breakdowns, power failure, internet services provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquake, subsidence, acts of terrorism, acts of war, government actions, epidemic or other natural disaster or any other event which is outside and beyond our control include and not limited to third party providers. we are however committed to providing the highest possible standard of service and to be fair, ethical and sympathetic to our clients' needs.