

## Terms and Conditions of Our Service

At Anderson's Funeral Directors we pride ourselves on being open, honest and transparent. Below are the terms and conditions of our service, when you arrange a funeral with us you agree to our terms. We can print and provide a copy upon request.

### Rights to Cancel

Whether you have instructed us over the telephone or arranged a funeral service with us in our funeral home, you have the right to cancel under the Consumer Contract Regulations, provided we have received written instruction of your intention to cancel within 14 days of your first contact with us. Of course, we would prefer that you discuss any concerns which may lead to such cancellation first, however, if you wish to pursue cancellation please write to Anderson Funeral Directors, 11 Chester Road, Whitby Village, Ellesmere Port, Cheshire, CH65 9BD. There will be a charge for any services carried out within the 14 days, such as disbursement costs incurred.

### Changes to Funeral Arrangements

On rare occasions there may be a requirement to make small changes to the arrangement of a funeral due to reasons beyond our control. We reserve the right to make changes, including timings, should there be requirement to do so – we will always act in the best interest of our client and families.

We cannot take responsibility for the reliability of a third-party supplier e.g., the behaviour of horses when providing a horse drawn hearse. Or the reliability of a bespoke hearse. We will always ensure that there is an alternative option but will not incur costs in the event of the failure of the above examples.

### The Right to Arrange a Funeral

Anderson's have no means of establishing who has the right to arrange a funeral service, and therefore it will be the responsibility of the individual who asserts to have the authority to arrange the funeral by virtue of being next of kin, executor, or other. When instructed by an individual, we refer to them as our client, and will continue to do so through out these terms and conditions. In the event that a dispute arises as to the right to arrange a funeral, we will request independent legal advice is sought by the concerned parties, and if necessary, delay proceedings until a court order is obtained.

### Clothing and Personal Items

When an individual comes into our care, they may have personal effects with them. We will always ensure that we make a record of items that are resting with a deceased person when they come into our care and will advise our client of the items, this does not include items of clothing, under garments or socks. We will take our clients instruction with regards to personal affects, however, cannot take responsibility for other items placed within a coffin during chapel visits. We do not take responsibility for loss, theft or damage of the items.

### Content that You submit

With respect of any photographs, images, graphics, text, audio, video or other materials or content that You submit or make available for inclusion in services ("Your Content") You irrevocably grant Anderson Funeral Directors a worldwide, royalty-free and non-exclusive licence(s) in perpetuity for sublicense, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display Your Content in whole or in part and to incorporate the same into other works or services in any format or media now know or later developed for the purpose of:

- a. the inclusion of Your Content on publicly accessible areas of anderson-funeral-directors.co.uk and related services;
- b. for the purposes of providing and promoting Anderson Funeral Directors services.

Although the licences are granted in perpetuity, You or Anderson Funeral Directors may remove Your Content or any part thereof from the Website at any time and Anderson Funeral Directors may remove same from any other website that Anderson Funeral Directors has published Your Content upon or linked to the Website to. However, because of the nature of the World Wide Web, it may not be possible to remove content posted on the Website or any other website from the entire World Wide Web and Anderson Funeral Directors shall have no liability for any loss whatsoever howsoever arising for Your Content or any part thereof remaining on the World Wide Web.

### Size of a Deceased

When arranging a funeral service, we are unaware of the size and weight of a person who has passed away. Therefore, our costings are based upon a person of standard size, there can be additional costings where an individual exceeds certain parameters. We believe it is an honour to pallbear an individual during their final journey, however as an employer we need to be mindful of the Manual Handling Regulations 1992. In the event of a safety concern and for the dignity of the deceased we may be required to use a wheel bier. Local authorities do charge where an individual exceeds a certain size, in this event, we will pass any additional costs to the client.

### Data Protection

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. e.g. Ministers. We will not pass your details to third parties for marketing purposes. Under the Regulations you have the right to know what data we hold on to and you can, by applying to us to in writing, receive copies of that data. When you instruct us to look after arrangements and act on your behalf you are giving us permission to keep your details on record.

### Payment Terms

Andersons will provide you with an estimated account, however this may vary from the final account due. Any variance will reflect additional services or items requested by you. We do require payment of disbursements (third party costs such as crematorium, doctors and/or ministers) prior to the funeral service to taking place. If the third-party costs are not paid, we reserve the right to delay service until such costs are settled. We request that all final balances are settled within 28 days of funeral service taking place. We will forward the final invoice to another person when instructed to do so by our client e.g., a solicitor. The client however remains personally responsible to settle the funeral account in full within the timescale indicated above.

We accept the following payment options, credit or debit card, cash, cheque or bank transfer. We do not offer any options in respect of instalment payments. We reserve the right apply interest of 5% to accounts which are outstanding for over 90 days, however following 6 months of the account outstanding we may pass the account to a recovery agency and costs associated with recovering the account will be applied.

### Donations

Anderson Funeral Directors is not and does not take any responsibility for any donations raised at a funeral service. If required, we supply suitable stationary which is then responsibility of the client.

### Conduct and Complaints

We are a member of The National Society of Allied & Independent Funeral Directors "SAIF". SAIF ensure we are kept up to date with all relevant changes within the funeral service profession and that we carry out our services to you in a courteous, dignified and professional manner.

In the event of a complaint or concern, please raise this with either David Anderson, we would always endeavour to resolve your concerns. If we are unable to do so, SAIF provides a dispute resolution service. They can be contacted by completing their complaints form, which is available on the SAIF website.