

Ugalde and Son Funeral Directors Terms and Conditions

We are a member of the National Association of Funeral Directors (NAFD) and subscribe to their current code of practise, a copy of which is available upon request at our premises or by email or on our website www.ugaldeandson.co.uk. We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you.

1. Estimates and expenses.

Upon receiving your instructions we will produce a detailed quote of charges for services to be provided based upon our initial meeting. At anytime you will be able to change arrangements or indeed decide to use a different provider. If we have not collected the deceased from the place of death there will be no fee for our initial meeting. We reserve the right to charge our fee for collection should this be the case.

2. Payment options.

We reserve the right to ask for a deposit upfront on a case by case basis. Normally this would be the amount of third party fees incurred. We offer flexible payment options such as interest free credit over a period of 12 months. These options must be discussed and agreed at the time of receiving the quote. The funeral account is due for payment within 30 days of receipt of the account, 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 banks 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)

3. Indemnity

You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly 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. Conduct

Our code of practice requires that we provide a high quality of 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 the Funeral Arbitration Scheme at 618 Warwick Road, Solihull, West Midlands B91 1AA, who provide independent conciliation and arbitration through the chartered Institute of Arbitrators

5. 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

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