

# JOHN DAVIES AND SONS

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## FUNERAL DIRECTORS

**Tel:** 01443 410224

**Email:** [info@johndaviesandsons.co.uk](mailto:info@johndaviesandsons.co.uk)

Beechwood, Park Terrace,  
Trelewis, Treharris  
CF46 6BT

2 Sandwood House,  
Heol Penallta, Gelligaer  
CF82 8FA

Nelson Business Centre,  
Commercial Street, Nelson  
CF46 6NF

### TERMS OF BUSINESS

We 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.

#### Estimates and Expenses

The estimate overleaf sets out the services we agree to supply. This 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 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 give you a best estimate of such charges in the written estimate.

The actual amount of the charges will be detailed and shown in the final account. If you amend your instructions we may 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.

#### Payment Arrangements

We require a £500 deposit 7 days prior to the funeral and the account is due for payment within 30 days of our invoice, unless otherwise agreed. 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;
- 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.

#### 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 amount is overdue. If we instruct debt collection agents, we may also recover from you the fees we incur. We may claim those losses from you at any time and, if we have to take legal action, we ask the Court to make you pay our legal costs.

## **Cooling-Off Period**

The Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 may give you the right to terminate this agreement on the cooling off period of 14 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.

## **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 our designated senior person. 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 on our premises. The FAS provides independent conciliation and arbitration through IDRS Ltd, a wholly owned subsidiary of the Centre for effective dispute resolution. 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 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 overleaf, and advise you of alternative arrangements.

## **Agreement**

Your continuing instructions will amount to your continuing acceptance of these Terms of Business. 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.

This agreement is subject to English Law. If you decide to commence legal action, you may do so, in any appropriate UK Court.

## DISCLOSURE OF INTERESTS

The ultimate owner of this business is **Granite Trustee Company Ltd.**

John Davies and Sons Funeral Directors does not have any business or material financial interest in price comparison websites that compare Funeral Director Services and/or Crematoria Services and their respective prices.

### Register of Charitable Donations

Organisation	Date	Amount
Treharris Pheonix RFC	15.04.21	£850.00
Treharris and Trelewis Bowls Club	20.06.21	£500.00
Bedlinog RFC	11.08.21	£500.00
Nelson RFC	13.08.21	£300.00

There has been no charitable contribution or payment of gratuity to a third party.

There has been no material form of payment to a third party that does not relate to a cost incurred or a service provided by the third party on behalf of or to John Davies and Sons Funeral Directors Ltd.