

## TERMS OF BUSINESS

We are William Purves (Funeral Directors) Limited, a company registered in Scotland. Our company registration number is SC060678 and our registered office is at Oakvale Funeral Home, 106 Whitehouse Loan, Edinburgh EH9 1BD.

As members of The National Association of Funeral Directors (NAFD) and the Society of Allied and Independent Funeral Directors (SAIF) we subscribe to the current Code of Practice of both organisations, copies of which are available on request.

1. Estimates. You will be provided with a written estimate detailing our charges and any third party charges (Disbursements) in respect of the goods and services you have requested. If you wish to instruct us please sign and return the estimate. If we accept your instructions, a contract will come into existence between you and us. Please bear in mind that the written estimate is our best estimate of charges at the date of issue but the value of any disbursements are not under our direct control and the actual costs may differ from those estimated. If you wish to make a change to the products or services you have specified please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

2. Deposits. All third party costs must be paid within 2 working days of the confirmation of arrangements. In addition, where more than two limousines are required, the cost for the third and subsequent limousines must also be paid in advance as above. Any coffin supplied where the cost exceeds £1000 will need to be paid in advance also. Where a solicitor is accepting responsibility for the invoice in its entirety, the need for a deposit can be waived on receipt of written confirmation, within 2 working days of arrangements being confirmed, from the solicitor of their accepting responsibility for the invoice. Non-payment of the deposit will mean all arrangements are cancelled and termination term (6) below will apply.

Where a fully paid funeral pre-payment plan is in place, no deposit is required. Where a 'direct no-service' cremation is instructed payment of the invoice in full is required before the service will proceed. Repatriation of deceased will be pre-paid at the Directors' discretion.

3. Payment. The funeral invoice will normally be sent 7-10 days after the funeral and is due within 30 days of invoice date unless otherwise agreed by us in writing. If the invoice remains unpaid beyond the due date we reserve the right to charge interest on the overdue amount at the rate of 2% per annum above the base lending rate of The Royal Bank of Scotland. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.

4. Cooling-off period. The consumer Contracts (Information, Cancellation & Additional Charges) 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.

5. Termination. This agreement may 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 on the reasons for termination, be asked to pay a reasonable amount based on the work carried out up to the time your written termination notice is received.

6. Agreement. By signing and returning the estimate you accept full responsibility for payment of the funeral invoice in its entirety and you will be our client. Your continuing instructions will amount to your continuing acceptance of these Terms of Business. Your instructions will not create any right enforceable by any person not identified as our client.

7. Cremated Remains. Cremated remains (ashes), where we are instructed they be retained, remain the property of the person who has signed the 'Application for Cremation' form.

8. Complaints. Any complaints will be dealt with according to the NAFD or SAIF complaints procedures. All complaints must be made in writing to the designated senior person within one month of the funeral date.

9. Your personal information. We will use the personal information you provide to us (a) to supply the products and services to you, and (b) to process your payment for the products and services. We will only give your personal information to third parties where the law either requires or allows us to do so.

10. Transfer. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

11. Severance. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12. Governing law and jurisdiction. These terms are governed by the law of Scotland and you or we can bring legal proceedings against each other in the Scottish courts.