

Terms of Business and Disclosure of Interests



TOM OWEN AND SON

We are a member of the National Association of Funeral Directors (**NAFD**) 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.

1. Estimates and Expenses

Our estimate sets out the services we agree to supply to you. Our estimate is an indication of the charges likely to be incurred on the basis of the information and details we are aware of at the date of the estimate. While we make every effort to ensure the accuracy of the estimate, the charges may alter 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 will give you a best estimate of such charges on the written estimate. The actual amount of the charges will be detailed and shown in the final account.

2. Dates and Times

All dates and times 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 instances where, because of 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 and advise you of alternative arrangements.

3. Payment Arrangements

Tom Owen and Son operates a pricing policy in compliance with the Code of Practice of the National Association of Funeral Directors and the CMA. Our price list provides clients with a full and detailed explanation of our charges as required by the Code. In addition to our charges, third party charges must be paid to Doctors, Minister's and Officiants, Cemetery or Cremation fees.

When the funeral arrangements are complete, you will be given a written estimate of all the charges incurred by the service you have requested. Where the total estimated account is deemed excessive you may be asked to make an interim payment.

We ask for this estimate to be signed as consent that you accept the charges and will be liable for payment of the account when submitted. Invoice are usually submitted 7-10 days after the funeral. If you wish, the account may be forwarded to your solicitor.

The funeral account is due for payment within thirty days of issue, unless otherwise agreed by us in writing. No deposit is required.

Funeral accounts for the 'non-attended' service must be paid in full two working days prior to the funeral, unless otherwise agreed by us in writing.

If you fail to pay us in full on the due date we reserve the right to add interest on all outstanding accounts;

- a) at a rate of 4% above our bank's base rate;
- b) calculated (on a daily basis) from the date of our account until payment;
- c) compounded on the first day of each month; and
- d) before and after any judgement (unless a Court orders otherwise).

We may recover the cost of taking legal action to recover any outstanding balance.

4. Indemnity

You agree to indemnify us in full and hold us harmless from all expenses, fines and liabilities we may incur, directly or indirectly, on a full indemnity basis following any breach by you of any of your obligations under our Terms and Conditions. This means that you are liable to us for losses we incur because you do not comply with our Terms and Conditions or any regulations we ask you to adhere to.

For example, we will charge you a reasonable 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. Further details regarding 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.

Where you do not adhere to Government guidelines and advice, in relation to attendance at a funeral, and a fine is imposed upon the Company, you will be liable to us for that fine.

5. Disclosure of Interests

Tom Owen and Son is a private limited company registered with Companies House. There are currently three directors; Christopher Scott Owen, Jayne Owen and Peter Jessop Owen. The only significant shareholder is Christopher Scott Owen. Tom Owen and Son does not have any business or material financial interest in any price comparison websites.

6. Charitable Donations

Tom Owen and Son will maintain a register of any charitable contributions or donations. This is available upon request.