

Hogben and Partis Ltd

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James Gardner – Managing Director

TERMS OF BUSINESS

Hogben and Partis Ltd is a member of the National Association of Funeral Directors (NAFD) and subscribes to its current Code of Practice. A copy of the Code is available upon request. We are committed to acting in a professional, courteous, sensitive, and dignified manner at all times.

1. Estimates and Expenses

Our written estimate sets out the services we agree to provide. It is an indication of the charges likely to be incurred based on the information available at the date of issue. While every effort is made to ensure accuracy, charges may be subject to change, particularly where third parties (such as cemeteries, crematoria, clergy, or florists) alter their prices.

Where third-party charges are not known in advance, we will provide our best estimate. Any subsequent variation will be detailed and shown on the final invoice. Should you amend your instructions, we will require written confirmation and will provide a revised estimate where necessary.

All prices are subject to VAT, where applicable, at the prevailing rate when the invoice is issued. A Standardised Price List, Additional Options Price List, and Crematoria Price Information are available at our premises and on our website in accordance with the Competition and Markets Authority (CMA) Funeral Markets Order 2021.

2. Payment Arrangements

The funeral account is due for payment within fourteen (14) days of the invoice date unless otherwise agreed in writing. We reserve the right to require a deposit prior to the funeral taking place.

If full payment is not received by the due date, we may charge interest at a rate of 4% above our bank's base rate (calculated daily) and compounded monthly. We also reserve the right to charge statutory interest and recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998.

3. Indemnity

You agree to indemnify us in full and hold us harmless from all expenses and liabilities (including legal costs on a full indemnity basis) arising from any breach by you of these Terms of Business. This includes administrative fees for dishonoured cheques, overdue account reminders, and any debt recovery or legal action necessary to obtain payment.

4. Data Protection and Privacy

We comply fully with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The person responsible for data protection is James Gardner (info@hogbenandpartis.co.uk).

We respect the confidential nature of all information provided to us. Personal data will be held securely, used solely for the purpose of providing our services, and retained in accordance with our privacy policy. Copies of our privacy policy are available upon request or via our website. You have the right to access or correct your data at any time and to lodge a complaint with the Information Commissioner's Office (www.ico.org.uk).

5. Cancellation and Cooling-off Period

Where the agreement has been made away from our premises (for example, in your home), you have the right to cancel this contract within fourteen (14) days under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To exercise this right, you must notify us in writing. If you request that services begin within the cancellation period, you may be required to pay for any goods or services already supplied.

6. Termination

This agreement may be terminated by either party before services are completed: (a) by us, if you fail to meet your obligations under these Terms; or (b) by you, by providing written notice. In either case, you may be liable to pay a reasonable amount for work carried out and costs incurred up to the time of termination.

7. Standards of Service

Hogben and Partis Ltd adheres to the professional standards required by the National Association of Funeral Directors. If you have any concerns about our service, please contact James Gardner, Managing Director, who will acknowledge your complaint within seven (7) working days and seek to resolve it promptly.

If the matter cannot be resolved internally, you may refer your complaint to the Funeral Arbitration Scheme (FAS), 618 Warwick Road, Solihull, West Midlands, B91 1AA. The FAS provides independent conciliation and arbitration services through IDRS Ltd, a subsidiary of the Chartered Institute of Arbitrators.

8. Media Usage and Privacy

We will only capture or use photographs or video footage during a funeral service with your prior written consent. Such media will be used sensitively and respectfully. You may withdraw consent at any time by notifying us in writing.

9. Limitation of Liability

Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence or any other liability which cannot be excluded by law. Subject to this, our total liability for any loss or damage shall not exceed the total price of the services provided under this agreement.

10. Governing Law

These Terms of Business are governed by and construed in accordance with the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the English courts.

Your continued instructions will constitute acceptance of these Terms of Business. No third party shall have any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

Signed: _____ Date: _____

Print Name: _____ Relationship to Deceased: _____