



John Whitham Dip F.D. Independent Family Funeral Service

in association with Jacksons Funeral Services

DISCLOSURE OF INTERESTS

The ultimate owner of this business are its directors, Mrs HJ Whitham & Mr JW Whitham

We have no business or financial interest in any price comparison website which compares Funeral Director Services and / or Crematoria Services and their respective prices

REGISTER OF CHARITABLE DONATIONS AND GRATUITIES

We make no charitable donations or pay any gratuities in relation to any third party connected to the funeral sector.

GENERAL DATA PROTECTION REGULATIONS

PRIVACY STATEMENT

Here at John Whitham Funeral Services we take client privacy very seriously, as such, we will only use personal data to administer accounts and to provide the products and services requested from us.

We retain historical client information for reference only, for a period of seven years, in line with HMRC requirements. After that time, the records are permanently deleted, unless prior consent from the client has been obtained.

We will not disclose any client information to any third parties without prior consent from clients.

All records, paper or electronic are kept securely within our premises and are only accessible to employee's to whom they are relevant.

Electronic records are backed up to a remote location, this storage provider is fully GDPR compliant, for further information please contact our office.

Any external I.T. support is provided by a fully GDPR compliant companies, please contact our office for further details.

The company director responsible for overseeing our GDPR is Mr John Whitham Dip FD, he can be contacted through our office.

All our data processors are full time employee's of our company or my associates and are competent in the rules relating to GDPR.

Clients can request that we disclose to them or delete any personal information held by us at any time by contacting us by email @ johnwhithamfd@icloud.com or in writing to: John Whitham Funeral Services, 30 St Pauls Rise, Addingham, West Yorkshire, LS29 0QD.



TERMS OF BUSINESS and PRIVACY POLICY

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 our clients.

1 Estimates and Expenses

We will supply the client with an estimate with 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 will give the client 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 the client amends their instructions we will require a written confirmation of the changes. We may need to make an extra charge in accordance with prices published in our current price list.

We will add VAT to our charges, where applicable, and at a rate applicable when we prepare the invoice.

2 Payment Arrangements

Funeral accounts are due for payment within thirty days of our account being sent, unless otherwise agreed by us in writing.

If the client fails to pay us in full on the due date we may charge 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; and
- before and after any Judgment (unless a Court orders otherwise)

We may recover (under clause 3) the cost of taking legal action to make the client pay.

3 Indemnity

Clients 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 the client of any of their obligations under these terms.

This means that clients are liable to us for losses we incur because they do not comply with these Terms. For example, we will charge the client an administration fee where we receive a cheque from the client which is subsequently not honored or if we write to remind them that an account is overdue. If we instruct debt collection agents we may also recover, from the client, the fees we incur. Further details regarding these fees are available on request. We may claim those losses from the client at any time and, if we have to take legal action, we will ask the Court to make the client pay our legal costs.

4 Cooling-Off Period

The Cancellation of Consumer Contracts made in the Consumer's Home or Place of Work Regulations 2014 may give the client the right to terminate this agreement in the cooling-off period of fourteen days. If they wish the performance of this agreement to which this right applies to commence before the end of the cooling-off period, they must sign an authority

In the event that the client exercise their right to cancel this contract during the cooling-off period, they will be required to pay a reasonable amount for goods and services already supplied.

5 Termination

This agreement may also be terminated before the services are delivered: (1) by us if the client fails to honour their obligations under these Terms and (2) by the client communicating to us in writing, terminating their instructions.

If we terminate the instructions the client may, depending on the reasons for the termination, be asked to pay a reasonable amount based upon the work carried out up to the time the termination is received.

6 Standards of Service

The National Association of Funeral Directors Code of Practice requires that we provide a high quality of service in all aspects. If clients have any questions or concerns about the service we provide, they can raise them in the first instance with our designated senior person. If that does not resolve the problem to their 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.

The FAS can be contacted 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 Chartered Institute of Arbitrators.

All date and times provided on estimates cannot be guaranteed until final bookings are made and confirmed. Although we endeavour to provide a prompt and efficient service for the client, there may be instances where, because of circumstances beyond our control, we are unable to fulfil our obligations on the date or time specified. Where this is the case we will attempt to contact the client in advance, using the details on file, and advise them of alternative arrangements.

7 Agreement

Clients continuing instructions will amount to them continuing acceptance of these Terms of Business.

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 enforce ability 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 restrict 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.

8 Data Protection (Privacy Policy)

We are registered with the Information Commissioner's Office.

We respect the confidential nature of all information given to us and, where the client provides us with personal data and following written authorisation from the client, we will ensure that the data is held securely, in confidence and processed only for the purpose of carrying out our services.

We do not share clients data with any third party other than those involved in the provision of our services. Following written authorisation from the client, these third parties may contact the client directly.

Under the Act, the client has the right to know what data we hold on them and they can, by applying to us in writing and paying a fee, receive copies of that data.