

FAMILY FUNERAL DIRECTORS & MEMORIAL CRAFTSMEN

Donald McLaren Ltd are an independent family-owned funeral directors. We have no business or financial interest in any other funeral director, crematoria, or price comparison websites.

We are a member of the National Association of Funeral Directors and subscribe to their 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). Funeral Costs

Prior to the funeral taking place, the funeral arrangements will be confirmed to you in writing. We will also provide a written estimate of funeral costs including our Professional Service and Attendance Charges. These charges contribute towards the overhead costs of providing a complete professional dignified funeral service, including: provision of superior quality facilities and premises, luxury chauffeur driven vehicles, 24 hour personal service by professional qualified staff, personal attention of a Funeral Director who will advise on all relevant procedures and documentation required for all types of funerals up to and including finally conducting the funeral.

Whilst every effort is made to provide an accurate estimate, this is not a quotation or fixed estimate and may be subject to change. We may not be able to provide an exact estimate of third party charges in advance of the funeral, however we will give you a best estimate of these outlays. The final amount will be detailed on the Funeral Account invoice.

The Funeral Account is divided into 2 separate charges:

- **Funeral Director's Charges** for the provision of all goods and services provided by Donald McLaren Ltd including our Professional Service and Attendance Charges.
- **Disbursements** are expenses paid by us to external third parties on your behalf. Disbursements are paid at our discretion which is dependent upon your particular circumstances. Disbursements are separated into two categories, Necessary Disbursements and Optional Disbursements.
 1. *Necessary Disbursements* are disbursements that are necessary for the chosen means of committal. These include Crematorium and Cemetery fee's etc. Normally we will pay these on your behalf and add them to your final invoice.
 2. *Optional Disbursements* are all other elective services such as florists, catering, newspapers etc. Our Funeral Director will explain our policy on optional disbursements during the arrangement of the funeral. When an application for Funeral Payment assistance from the Social Security Scotland (SSS) is being made, you must pay for optional services directly to the third party provider.

If you amend your instructions, we will provide an amended estimate and confirmation or may simply require your written confirmation of the changes.

2). Payment and Deposit

We ask for a deposit equal to the total amount of disbursements. Where we are satisfied that there are adequate funds available to settle the funeral account, we may, at our sole discretion, agree not to require a deposit. The Funeral Account invoice will be sent to you 7 days after the funeral and, unless otherwise agreed in writing, full payment is due within 30 days from the date of the invoice. We may forward our invoice to someone else if you instruct us to do so, however you will remain personally liable for making full payment and sending the invoice to another person will not discharge that. The executor of the deceased may make payment of the Funeral Account even where services and goods have been ordered by a third party. Funeral expenses take priority over other debts and may be paid by the executor as soon as money from the estate of the deceased is available. However, you are our client and will be personally liable for payment the Funeral Account.

Social Fund Payments

In certain circumstances the Social Security Scotland (SSS) may contribute towards funeral costs. We will advise on qualification criteria however any such criteria is subject to change and should be confirmed with the SSS. Any advice given by Donald McLaren Ltd is general guidance only and is not legal advice and should not be relied upon without confirmation from the SSS. In general terms the SSS will pay a maximum of £1000 towards the Funeral

Directors Charges plus any Necessary Disbursements.

Notwithstanding any SSS entitlement, you remain liable for payment of the funeral account or any outstanding balance.

Payment of Accounts by Solicitors

As an independent funeral company, timely settlement of our account is vitally important to our survival. We are always grateful to our clients for settling our invoice within 30 days from the date of our invoice. Our professional services charge of £1050 includes a discount of £360. We may, at our sole discretion, agree to extend the period for payment of all or part of the Funeral Account, however the Funeral Account will no longer qualify for our discounted Professional Services charge.

In certain circumstances a family may prefer that the Solicitor dealing with the Deceased's estate settle the Funeral Account. When a Funeral Account is passed to a solicitor for payment, a new invoice will be issued with the full charge for Professional Services of £1410. The reason for this is Solicitors rarely settle the account within our normal terms and conditions of 30 days, most take between 3 months to a year. If payment is then made within 30 days from the date of our invoice, we shall reinstate the discounted professional services rate and refund any overpayment.

Where an account is passed to a solicitor managing the estate, you remain responsible for payment of the invoice. Responsibility for payment may not be assigned to anyone, including an executor or a solicitor, without our express agreement in writing.

3.) Non-Payment

We may be able to assist with any issues you may have in obtaining funds (e.g. issues with SSS payments). Failure to pay may result in a court action being raised in which we will ask the court to award us expenses and interest. We may recover from you (under clause 5) any costs we incur in recovering payment.

4.) VAT

In terms of current legislation, no Value Added Tax is charged on our funeral charges. If VAT legislation or HM Revenue & Customs' practice or interpretation of VAT legislation changes, we may add Value Added Tax to any relevant sum which shall then be payable by you or your Estate.

5.) Legal costs and Indemnity

You will be liable in full for all expenses and liabilities we may incur (directly or indirectly including financing costs and legal costs) following any breach by you of any of your obligations under these terms.

If we instruct external debt collection agents or Sheriff Officers we may recover their fees we incur from you. We may claim those losses from you at any time. If we have to take legal action we will ask the court to make you pay our legal costs and award interest until full payment is made.

6.) Conduct and complaints

We aim to act in a professional manner and provide a courteous, sensitive and dignified service to you in accordance with our Code of Practice. We are under a legal duty to supply goods in conformity with this contract. If you have any questions or concerns about the service we provide to you, please raise them in the first instance with our Branch Manager. If we are unable to resolve the issue, you may contact NAFD Resolve, 618 Warwick Road, Solihull, West Midlands, B91 1AA, who provide conciliation and adjudication services. Please see the NAFD Resolve terms and conditions (available at nafd.org.uk/resolve) for further details.

We will not under any circumstances be liable to you for any loss, claim or liability of whatever nature caused by acts or omissions of any third party service provider. All dates and times provided cannot be guaranteed until final bookings are made and confirmed. We make every effort to provide a prompt and efficient service for you, however 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 and advise of alternative arrangements.

7.) Cremated Remains

Cremated remains may either be dispersed at the crematorium or collected in an biodegradable box. Unless otherwise agreed in writing, we will only release Cremated Remains to our client or the Crematorium Applicant. Unless otherwise agreed in writing, we will hold cremated remains for up to 6 months before they are returned to the crematorium to be dispersed in the usual custom of that crematorium.

8.) Agreement

Any waiver or variation of these terms is binding only if expressly stated in writing and signed by one of our directors. Your instructions will not create any right enforceable 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. This Contract shall be governed by Scots Law and the Scottish Courts shall have exclusive jurisdiction to hear all disputes arising in connection with this Contract.

9.) Online Funeral Announcements

We may publish details of the funeral on our website and social media to assist family and friends wishing to attend the funeral. Announcements posted on our website and social media pages will not contain your personal data and will only include information about the funeral (e.g. the date, time and location) and the deceased (e.g. name, date of death and age). We may amend or remove funeral announcements posted on our website and social media pages at our sole discretion.

10.) Data Protection

Donald McLaren Ltd (as a data controller) will always act responsibly with

your data. Your personal data, including your name, address and contact details, will be used by us to assist in providing our services to you and your family. To help us provide the services you have instructed, we may need to pass your personal data to third parties including officiants (ministers, priests, celebrants etc.), crematoriums, cemeteries, local authorities and other service providers. Those third parties, who are performing some of the services for you, may contact you directly. We will not pass on your personal data beyond what is reasonable and necessary in order to carry out the services instructed and to comply with laws and regulatory measures which we are subject to.

We will process your personal data, which may include religious information (special category data), in accordance with the applicable data protection law and on the legal basis that is necessary to carry out the services instructed, and for business management purposes.

Following completion of and payment for our services, we will retain your personal data, including your name and contact details (1) for internal record keeping; (2) to comply with tax, regulatory and financial record keeping requirements; and (3) as a record of the funeral to assist you or your family in the planning of future funeral or memorial arrangements with us. We keep funeral arrangement details indefinitely as often families require this when planning future family funerals.

If data processing takes place outside the European Economic Area, we will make suitable arrangements for your personal information to be protected. For further information on how we manage data responsibly, please refer to our Privacy & Fair Processing Notice on our website donaldmclarenltd.co.uk.

You can withdraw your consent to us holding your data, but this may mean we are unable to carry out the funeral or other services you have requested.

I confirm you may hold and process my religious information (special category data).

I do not want details of the funeral published on your website / social media.

Complete ONE of the following boxes in BLOCK CAPITALS.

Complete this box if you are accepting these Terms and Conditions personally
OR
I, _____
(Print your name here)
Accept these terms and conditions and confirm I have received a copy.

Complete this box if you are accepting these Terms and Conditions on behalf of someone else
I, _____
(Print your name here)
Confirm I have received a copy of these terms and warrant my authority to accept them for and on behalf of

(Print the name of the person on behalf of whom you are acting)
And I warrant that, having made reasonable enquiry, all information provided to Donald McLaren Ltd (including information about any funds available for payment) is accurate. I accept that where I do not have authority or have provided inaccurate information, I will be liable for the full cost of the Funeral Account

Terms of payment are 30 days from the date of our invoice. Cheques should be made payable to 'Donald McLaren Ltd'

Signature _____ Date _____

I authorise Donald McLaren Ltd to accept instructions on my behalf from:

- 45 Sunnyside Rd, Coatbridge, ML5 3DG
- Tel: (01236) 424132 Fax: (01236) 426146
- 10 Adam Avenue, Airdrie, ML6 6DN
- Tel: (01236) 762000 Fax: (01236) 747894

Donald McLaren Ltd - Reg No. SC189724
Email: info@donaldmclarenltd.co.uk
www.DonaldMcLarenltd.co.uk

Reference _____

Funeral Director _____

