Terms & Conditions of Business

STANDARD TERMS AND CONDITIONS OF BUSINESS

1. Definitions

"**Director**": means a member of the board of directors of A Natural Undertaking Limited.
"Service Provider": means A Natural Undertaking Limited.
"**Fees**": means the charges which A Natural Undertaking Limited shall levy upon the Client.
"**Client**": means any person or persons engaging A Natural Undertaking Limited on the terms in this Contract and includes, unless the context otherwise indicates, that person's principals, agents, employees and sub-contractors.
"**Collection Point**": means the place notified to A Natural Undertaking Limited as the place from which the Deceased is to be collected.
"**Destination**": means the place to which the Client has requested A Natural Undertaking Limited to carry the Deceased to include (for the avoidance of doubt) any church, mortuary, crematorium, chapel of rest, hospital, burial ground or other place where the Deceased is to be handed over or buried.
"**Undertaker**": means an employee who is employed within A Natural Undertaking Limited in this capacity who may or may not be a Director.
"**In Transit**": means the time beginning with collection of the Deceased from the Collection Point and ending with delivery of the Deceased at the Destination.
"**A Natural Undertaking**": means A Natural Undertaking Limited, a company registered in England & Wales (registration number 09034336) whose registered office is at 290 Vicarage Rd, Kings Heath, B14 7NH and who trades as A Natural Undertaking Limited.
"Personal Data" : Under the EU's General Data Protection Regulation (GDPR) personal data is defined as: "any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person".

1.2 This Contract shall be entered into between A Natural Undertaking Limited and the Client by the Client requesting, whether verbally or in writing (electronic or paper based) that A Natural Undertaking perform the activities of funeral undertakers in relation to the Deceased. No verbal variation of the terms of this Contract shall be effective. These conditions apply to the exclusion of and in the place of any terms proposed or put forward by the Client and shall only be capable of variation by a written amendment to them, signed by a Director of A Natural Undertaking Limited. No verbal warranties, representations, agreements or assurances will bind A Natural Undertaking Limited, other than where provided for in this Contract or by law.

2. Service Provider Responsibilities

1.3 Subject to the terms of this Contract and in consideration of the payment of A Natural Undertaking Limited's Fees and of any other monies which may become due under this Contract A Natural Undertaking Limited shall perform the activities of funeral undertakers in relation to the Deceased which shall include carrying the Deceased from the Collection Point to the Destination and using its reasonable endeavours to deliver the Deceased to the Destination at the time requested and arranged with the Client. A Natural Undertaking Limited shall use all reasonable skill and care when performing its obligations under the Contract.

2.1 A Natural Undertaking Limited shall have absolute discretion as to the means, route and procedure to be followed in the handling and carriage of the Deceased while in transit.

2.2 A Natural Undertaking Limited's Fees are in respect of its services as funeral undertakers only and the Client acknowledges that all other necessary arrangements with third parties (such as with ministers, churches, church assistants including vergers, wardens, gravediggers and organists, cemeteries, crematoria, florists, taxi and limousine hire and newspapers) will be made by A Natural Undertaking Limited acting exclusively as agent for the Client. The Client acknowledges that he shall be responsible for any third party charges. A Natural Undertaking Limited undertakes to disburse third party charges on behalf of the Client and will recover this disbursement from the Client. All disbursements made by A Natural Undertaking Limited on

behalf of the Client will be shown itemised on A Natural Undertaking Limited's invoice.

3. Client Responsibilities

3.1 A Natural Undertaking Limited's final Fees are payable by the Client without any right of set off within 5 (five) days after receipt of A Natural Undertaking Limited's invoice. A deposit will be payable in advance to cover known disbursements and an agreed percentage of A Natural Undertaking Limited's professional fees.

3.2 The client shall notify A Natural Undertaking Limited of any special requests or instructions for the disposal of valuables, clothing etc. Any items to be retained must be reclaimed before the funeral – it is the responsibility of the client to make such requests. No responsibility for loss can be accepted by A Natural Undertaking Limited for any item after the cremation or burial has taken place.

3.3 The Client warrants the accuracy of all descriptions, addresses and other particulars furnished to A Natural Undertaking Limited, and the Client undertakes to indemnify A Natural Undertaking Limited against all losses, damages and expenses arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Client.

3.4 The Client undertakes to ensure, that where friends and family agree to carry the Deceased into and out of the funeral, those friends and family are fit and healthy for the task. No liability can be accepted by A Natural Undertaking Limited for any injury caused except to the extent permitted in law.

3.5 The Client undertakes to indemnify A Natural Undertaking Limited against the claims of any third party which may arise out of the loss damage or distribution of any of the jewellery or personal effects forming part of the Deceased's estate.

4. Limitation of Liability

4.1 Subject to the limits on its liability in clauses 4.2, 4.3 and 4.5, A Natural Undertaking Limited shall only be liable to the Client where it causes by its negligence or willful misconduct delay in the delivery of the Deceased to the Destination.

4.2 A Natural Undertaking Limited shall not be liable to the Client or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond A Natural Undertaking Limited's reasonable control. The following events shall be regarded as examples of causes beyond A Natural Undertaking Limited's reasonable control but shall not act to limit the general nature of this clause: - Act of God, explosion, flood, tempest, fire, accident, civil disturbance, acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of any governmental, parliamentary or local authority, difficulties in obtaining labour, fuel, motor vehicle breakdown for whatever reason.

4.3 A Natural Undertaking Limited shall in no circumstances be liable to the Client for any loss, claim or liability of whatever nature caused by the acts or omissions of any third party.

4.4 Subject as expressly provided in this Contract all warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.5 The maximum aggregate liability of A Natural Undertaking Limited to the Client, for any sentimental or direct loss arising out of one or a series of linked events or omissions; and more specifically the loss theft or destruction of any of the jewellery or personal effects forming part of the Deceased's estate shall be limited to the value of A Natural Undertaking Limited's Fees.

4.6 Liability is neither limited nor excluded for death or personal injury, or otherwise where it would be unlawful to do so. Subject thereto,

- 4.6.1 Liability is excluded for consequential loss or damage of any kind or for loss of profit, business, revenue, goodwill or anticipated savings
- 4.6.2 The total liability of the Service Provider and any person providing Services on its behalf in respect of a risk required by a Contract to be insured is limited to the amount of the Required Insurance Cover in respect of that risk.
- 4.6.3 These limitation and exclusion provisions shall operate for the benefit of all potentially liable persons.

5. Additional conditions relating to Fees

5.1 A Natural Undertaking Limited is entitled to charge interest at the rate of 3% p.m. from time to time on any sums due and which remain unpaid at the expiry of 5 days from the date on

which they became due and continuing both after and before any judgement.

5.2 In addition to the above, A Natural Undertaking Limited may pass on to the client the cost of any third-party charges or fees (such as but not limited to Court, Sheriff, advocates' and solicitor's fees) that it has incurred in the collection of a debt.

5.3 In the event of the insolvency of the Deceased's estate the Client undertakes to bind himself in his personal capacity as co-principal debtor in respect of any debt arising from this contract which may be due and owing by the Deceased's estate to A Natural Undertaking Limited.

6. Cancellation

6.1 The Client has rights to cancel the contract within fourteen calendar days starting on the day that the contract (Funeral Instruction Confirmation and Estimate of Fees) is signed. Cancellation should be communicated in writing by post or by email.

6.2 Commencing work during the cancellation period. Due to the nature of the work to be undertaken, the client may require A Natural Undertaking Ltd to commence work during the cancellation period. By signing the Funeral Instruction Confirmation and Estimate of Fees, the client understands and agrees that, where the client cancels in accordance with their rights, reasonable payment may be due for any work carried out during the cancellation period.

7. Privacy Policy

7.1 Scope: All data subjects whose personal data is collected, in line with the requirements of the General Data Protection Regulation.

7.2 Responsibilities

7.2.1 A Natural Undertaking Ltd is responsible for ensuring that this notice is made available to data subjects prior to A Natural Undertaking Ltd collecting/processing their personal data.

7.2.2 All Employees of A Natural Undertaking Ltd who interact with data subjects are responsible for ensuring that this notice is drawn to the data subject's attention and their consent to the processing of their data is secured.

7.3 The personal data we would like to process on you is:

Personal data type:	Source
Name	Collated from client, held on funeral arrangement file and/or first call information sheet
Address	Collated from client, held on funeral arrangement file
Contact email and phone number	Collated from client, held on funeral arrangement file

7.4 Why does A Natural Undertaking Ltd need to collect and store personal data?

In order for us to provide you with a funeral service, purchase of a coffin, hire of vehicles and staff and relevant third parties such as celebrants, florists etc we need to collect personal data for fulfilment of the contract and any related correspondence.

In any event, we are committed to ensuring that the information we collect and use is appropriate for this purpose, and does not constitute an invasion of your privacy.

In terms of being contacted for marketing purposes A Natural Undertaking Ltd would contact you for separate consent.

7.5 The personal data we collect will be used for the following purposes: for the fulfilment of your funeral service

7.6 Our legal basis for processing for the personal data: fulfilment of our contract with you

7.7 Will A Natural Undertaking Ltd share my personal data with anyone else? We may pass your personal data on to third-party service providers contracted to A Natural Undertaking Ltd in the

course of dealing with you. Any third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they provide on behalf of A Natural Undertaking Ltd. When they no longer need your data to fulfil this service, they will dispose of the details in line with A Natural Undertaking Ltd's procedures.

If those third parties wish to contact you for any reason after the service has been fulfilled they must separately seek your consent and be subject to their privacy policies.

If we wish to pass your sensitive personal data onto a third party we will only do so once we have obtained your consent, unless we are legally required to do otherwise.

7.7.1 Any legitimate interests pursued by us, or third parties we use, are as follows:
Florist to fulfil order.
Stonemasonry in order to fulfil memorial/masonry requests and/or for memorial to be removed in order for burial to take place.
Solicitor to fulfil legal documents which may be required to fulfil funeral service, or with permission of client to pass on details for will or probate advice.
GP in order to complete legal cremation documentation.
Minister, celebrant or person leading the funeral service in order to fulfil their obligations.
Crematorium, cemetery, parish church office or burial authority to fulfil deceased disposal instructions.
Department for Works and Pensions (DWP) in order to fulfil the claim for help towards funeral costs.

7.8 Consent By consenting to this privacy notice you are giving us permission to process your personal data specifically for the purposes identified. Consent is required for A Natural Undertaking Ltd to process your personal data, but it must be explicitly given. Where we are asking you for sensitive personal data we will always tell you why and how the information will be used.

You may withdraw consent at any time by contacting us to update your preferences. Please be aware that if this is during the time that we are arranging the funeral it may adversely affect our ability to carry out our contractual obligations.

7.9 Disclosure A Natural Undertaking Ltd will not pass on your personal data to third parties without first obtaining your consent. The following third parties may receive your personal data for the following purpose(s):

A local crematorium for the purpose of organising cremation of the person who's died
A local cemetery for the purpose of organising burial of the person who's died
A nominated celebrant or minister for the purpose of arranging the funeral service
A local musician for the purpose of liaising with you for your musical choices for the funeral service
A local doctor or GP in order to complete statutory cremation forms 4 and 5 in order for a cremation to take place
Our accountants / bookkeeper who process and create our financial records
The department for works and pensions (DWP) who may ask for a copy of the funeral invoice for claims made for help towards funeral costs

7.10 Retention period A Natural Undertaking Ltd is required to retain information in accordance with the law, such as information needed for income tax and audit purposes. How long certain kinds of personal data should be kept may also be governed by specific business-sector requirements and agreed practices. Personal data may be held in addition to these periods depending on individual business needs.

A Natural Undertaking Limited will process personal data (collect, store and use) the information you provide in a manner compatible with the EU's General Data Protection Regulation (GDPR) for as long as is necessary to allow us to fulfil your funeral services and will store the personal data permanently.

7.11 Your rights as a data subject At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete.
- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing such as direct marketing.
- Right to object to automated processing, including profiling – you also have the right to be subject to the legal effects of automated processing or profiling.
- Right to judicial review: in the event that A Natural Undertaking Ltd refuses your request under rights of access, we will provide you with a reason as to why. You have the right to complain as outlined in clause 6.12 below.

All of the above requests will be forwarded on should there be a third party involved (as stated in 6.9 above) in the processing of your personal data.

7.12 Complaints In the event that you wish to make a complaint about how your personal data is being processed by A Natural Undertaking Ltd (or third parties as described in 6.9 above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority and A Natural Undertaking Ltd

The details for each of these contacts are:

	Supervisory authority contact details	**A Natural Undertaking Ltd contact details**
Contact Name:	Information Commissioner's Office	Fran Glover Carrie Weekes
Address line 1:	Wycliffe House,	290 Vicarage Rd
Address line 2:	Water Ln,	Kings Heath
Address line 3:	Wilmslow	Birmingham
Address line 4:	SK9 5AF	B14 7NH
Email:	https://ico.org.uk/global/contact-us/email/	info@anaturalundertaking.co.uk
Telephone:	0303 123 1113	0121 444 0437

8.Governing Law and Jurisdiction

8.1 The Contract shall be governed by the laws of England and Wales.
8.2. Severability - Notwithstanding that any provision contained in these conditions may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.