

independent conciliation and arbitration scheme. Members are bound by an arbitrator's decision.

- 4) Members also agree to abide by the decisions of the Disciplinary Committee on any matter referred to them alleging a breach of the Rules and Guidelines of the Association and this Code of Practice.
- 5) The funeral director shall have on display and make available to clients the *Funeral Arbitration Scheme* leaflet which provides detailed information to guide the client through the procedures on how to make a complaint.
- 6) The funeral director, when submitting the final account, shall invite the client to offer any comments that the client may have about the service received. A contact name shall be provided for this purpose and to raise any concerns about the service.
- 7) A complaint under this procedure must be made within twelve months of the date of the funeral.

11. DEFINITIONS

- 1) "Funeral Director" or "Member" refers to businesses within Category A membership of the National Association of Funeral Directors.
- 2) "Estimate" includes a quotation and is an offer to carry out the specified funeral for the specified price.
- 3) "Client" includes a potential client.
- 4) *The Simple Funeral Service*:
 - a) The funeral director's services;
 - b) attending to the necessary arrangements;
 - c) provision of the necessary staff;
 - d) provision of a simple coffin suitable for cremation or burial;
 - e) transfer of the deceased from the place of death during normal working hours (within ten running miles allowed);
 - f) care of the deceased for up to fourteen days prior to the funeral;
 - g) provision of a hearse direct to the nearest crematorium or cemetery (within ten running miles);
 - h) if burial is specified (where this is available locally), this may involve an additional charge;
 - i) This specification does not include the following services:-
 - 1) embalming;
 - 2) viewing of the deceased;
 - 3) provision of a limousine;
 - 4) any fees or disbursements payable on the clients behalf.

12. THE "PROMISE"

In the unlikely event that a Member as a result of formal insolvency is unable to deliver an agreed funeral for which a payment from a client in advance has been received, the NAFD will endeavour to ensure that the client does not suffer any loss of such payment made. This is limited to the amount of any payment in advance reduced as appropriate, by any amounts expended by the

member for the benefit of the client. This promise does not apply to a funeral covered by a funeral pre-payment plan. In the first instance a client in this situation should contact the NAFD. The client may be asked to transfer to NAFD any rights they may have against the Member.

APPENDIX

CODE OF PRACTICE PRINCIPLES

As a condition of membership, category A members of the National Association of Funeral Directors agree to comply with the principles and details of this Code of Practice.

- 1) To observe strictly the confidence of every client at all times.
- 2) To observe at all times the basic rights of clients as consumers.
- 3) To render good service at all times and make fair charges in respect of services rendered and for merchandise supplied.
- 4) To ensure that advertising and marketing is always in good taste. No sensational, offensive or misleading advertising or marketing is permitted.
- 5) To provide clients with full and fair information about services. To have readily available price lists covering *The Simple Funeral Service*, and itemised charges for all the constituent parts of the funeral director's services and all types of coffins and caskets available.
- 6) To display the price lists referred to in (5) above in the public area of all funeral premises.
- 7) To give a written estimate of the funeral director's charges and disbursements to be paid on a client's behalf, together with written confirmation of the funeral arrangements in each and every case, as soon as is practicable before the day of the funeral. No contractual agreement will have been entered into until these documents have been accepted by the client.
- 8) To provide clients with an itemised account in a form readily comparable with the estimate.
- 9) To refrain from soliciting funeral orders, or offering, or giving any reward for recommendation to persons or organisations such as Health Service establishments, Nursing Homes or Coroners' Offices, etc.
- 10) To display to the general public the logos of the National Association of Funeral Directors and the *Funeral Arbitration Scheme*, and to have copies of the Code of Practice and *Funeral Arbitration Scheme* leaflets on display and available to take away.
- 11) To co-operate at all times with Trading Standards Offices, Citizens Advice Bureaux, consumer support groups and any other organisation representing clients in the resolution of complaints or disputes.
- 12) To partake in, and abide by, the decision of the conciliation, independent arbitration and Disciplinary Committee procedures of the Association in the resolution of any complaints or disputes between client and funeral director(s).

This Code of Practice and adherence hereto is monitored by the National Association of Funeral Directors. Any correspondence should be addressed to:-

National Association of Funeral Directors
618 Warwick Road
SOLIHULL
West Midlands B91 1AA **October 2012**



CODE OF PRACTICE

Rev. May 2009

National Association of Funeral Directors
618 Warwick Road, Solihull
West Midlands B91 1AA
Telephone: 0845 230 1343 Fax 0121 711 1351
email: info@nafd.org.uk website: www.nafd.org.uk

CODE OF PRACTICE

This Code of Practice sets out the high level of service that clients may expect in their dealings with a member of the National Association of Funeral Directors.

Funeral directing (Category A) members of the Association, by virtue of their membership, are bound by the terms of this Code of Practice, which gives effect to the *Code of Practice Principles* set out in the Appendix.

1. GENERAL

The funeral director:-

- 1) shall act in a courteous, sensitive, dignified and professional manner and must not pressurise or exploit clients in the difficult circumstances following a bereavement;
- 2) shall at all times offer the best advice and provide the best possible service commensurate with the charges made;
- 3) shall respect the confidential nature of the information given to them and only use that information for its proper purposes;
- 4) Members of category A shall disclose the ultimate ownership of their funeral business on premises including branch offices, which is in a visible position to the public and on letterheads and publicity material;
- 5) shall do nothing liable to bring the funeral profession into disrepute.

2. MARKETING AND ADVERTISING

The funeral director shall ensure that any marketing or advertising which they undertake does not bring the Association or the funeral profession into disrepute and that such advertising:-

- 1) is always in good taste;
- 2) is legal, decent, honest and truthful and complies with all requirements of the British Code of Advertising Practice and all other relevant legislation and Codes of Practice;
- 3) includes only third party endorsements or sponsorship which have been specifically approved by that third party.

3. DEALINGS WITH CLIENTS

The funeral director:-

- 1) shall provide consumers with full and detailed information including prices, on the range of funeral services available;
- 2) shall have available and prominently on public display in the premises, price lists information about the services available and the NAFD Code of Practice Leaflets.
- 3) when visiting a client's home to make funeral arrangements, shall take details of current price lists and information about services available and make them available to the client;
- 4) shall use best endeavours to ensure that the client understands the range of services offered, the prices and also any known disbursements, these being the fees to be paid out on behalf of the client to Doctors, Ministers, cemetery or crematorium authorities and other third parties involved;
- 5) shall inform the client in writing, either at the time of making the arrangements or with the estimate, of the terms and conditions on which services will be provided. These terms and conditions must be drawn up in line with the Unfair Terms and Consumer Contracts Regulations;

- 6) shall give guidance on any action to be taken by the client with regard to Certification and Registration of the death, the availability of relevant Government benefits and the general requirements of insurance companies and such like;
- 7) shall have available *The Simple Funeral Service*, as defined within this Code.

4. PRICE INFORMATION

- 1) The funeral director shall have available and on display a price list or lists showing:-
 - a) a brief description of *The Simple Funeral Service*;
 - b) itemised charges and descriptions of the constituent parts of the funeral director's services (other than for *The Simple Funeral Service*);
 - ie professional services; removal charge; coffin or casket; embalming; vehicle charges and all other services available;
 - c) descriptions of other types of funerals available.
- 2) The funeral director shall make copies of the price lists available to be taken away by clients or prospective clients.
- 3) The funeral director shall ensure that all literature detailing coffins and/or caskets available shall include prices, and that coffins or caskets displayed on the premises are accompanied by the price.

5. ESTIMATES AND CONFIRMATIONS

- 1) The funeral director:-
 - a) shall in all cases provide a written confirmation of the funeral arrangements and a written itemised estimate of all funeral charges consistent with the price list, and all disbursements known at the time of making the arrangements. The estimate shall make it clear that the client has personal responsibility for the funeral charges;
 - b) shall obtain written acceptance from the client of the estimate and the proposed funeral arrangements which will complete the contractual arrangements for the funeral.
- 2) In circumstances where disbursements may not be known in advance of the funeral, the funeral director shall give a best estimate of such disbursements on the written estimate. The actual amount of such disbursements shall be detailed and shown in the final account.
- 3) If the client amends the instructions, the funeral director shall endeavour to inform the client of any possible changes to the original estimate and obtain written consent to any variation from the initial agreement.
- 4) In the event of a funeral not taking place on the funeral date specified to a client, the funeral director shall repay to a client within thirty days of the date on which the funeral was to be performed any advance payment, deposit or pre-payment made by the client less any amounts which were paid by the funeral director to third parties (eg cremation fees) pursuant to the funeral contract and for which the client has received goods or services.

6. FINAL ACCOUNTS

The funeral director shall provide the client with a detailed itemised final account using descriptions the public will understand.

7. PUBLICITY

- 1) Members shall display, so as to be clearly visible to the public from the outside of the premises, the logos of the National Association of Funeral Directors and the *Funeral Arbitration Scheme*.

- 2) Members shall prominently display in a public area of their premises the *Code of Practice Principles*, and a current *Premises Inspection Certificate*.
- 3) Members shall display the NAFD logo on stationery and promotional material.

8. MONITORING

The Association will monitor the performance of members and their compliance with the obligations of this Code of Practice through education, inspection, independent conciliation and arbitration. Members are required to participate in Consumer Satisfaction Surveys, carried out by the Association. The Association will publish annually a report on members' compliance with this Code of Practice, and this report will also include the annual report of the Independent Chairman of the Disciplinary Committee on the working of this Code of Practice.

9. PROFESSIONAL CONDUCT

- 1) The choice of funeral director to carry out a funeral should always be the prerogative of the family concerned. When two funeral directors are called at the same time to attend a bereavement, both shall show a willingness to withdraw leaving the choice with the family. When a funeral director is called to remove a deceased in the event of a sudden or accidental death, or in other circumstances, by a third party, the funeral director so called should, if the family so wish, resign the arrangement of the funeral to a funeral director of the family's choice.
- 2) The funeral director shall not solicit funeral instructions nor employ any person to do so, nor shall they offer or give reward for recommendation.
- 3) The funeral director shall provide employees with training including about the provisions of the Code and legal obligations to consumers and written guidance which ensures that clients are given sufficient information to make informed decisions about entering into funeral arrangements.
- 4) The funeral director shall have arrangements for dealing with all reasonable consumer enquiries before a contract has been agreed, after agreeing arrangements, after the funeral has been performed and after payment.
- 5) When funeral arrangements are made in a client's home or place of work, the funeral director shall make the client aware of their right to terminate such a contract within a cooling-off period of seven days. During the cooling-off period the performance of the contract cannot commence without the specific authority of the client. The funeral director will make available during the arrangement suitable documentation advising the client of their rights.

10. COMPLAINTS

- 1) The funeral director shall appoint a designated senior person to deal with complaints from clients and have a formal written procedure for handling such complaints.
- 2) The vast majority of funerals are carried out to the satisfaction of clients. The National Association of Funeral Directors, through its *Funeral Arbitration Scheme*, provides a dedicated procedure for clients who feel they have not received the service they desired. The first stage is for the client to contact the funeral director to resolve the issues they have about the service received. If the client is unable to reach a resolution of the issues with the funeral director, then they should contact the *Funeral Arbitration Scheme* at 618 Warwick Road, Solihull, West Midlands B91 1AA, which provides independent conciliation and arbitration through the Chartered Institute of Arbitrators.
- 3) Members are required, by virtue of the Rules of the Association, to co-operate in the client redress procedures and to participate in the